CITY OF COLTON

City Hall

650 N. La Cadena Drive
Colton, CA 92324
Website: www.coltonca.gov

Mayor Richard A. DeLaRosa
Council Members:
David J. Toro – District 1
Ernest R. Cisneros – District 2
Frank J. Navarro – District 3
Dr. Luis S. González – District 4
Jack R. Woods – District 5
Isaac T. Suchil – District 6

City Treasurer Aurelio De La Torre

City Manager William R. Smith
City Attorney Carlos Campos
City Clerk Carolina R. Padilla

AGENDA

CITY COUNCIL,
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF COLTON,
COLTON UTILITY AUTHORITY, COLTON PUBLIC FINANCING AUTHORITY,
COLTON HOUSING AUTHORITY
REGULAR MEETING

TUESDAY, NOVEMBER 6, 2018 - 6:00 P.M.

COUNCIL CHAMBER

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RULES OF DECORUM

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

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OPEN SESSION

6:00 P.M.

OPEN SESSION CALLED TO ORDER

INVOCATION Pastor Dane Aaker, Centerpoint Church

FLAG SALUTE Louie Barrera & Steve Ferrance, American Legion Post 155

ROLL CALL

MAYOR AND COUNCIL ITEMS

GIFT DISCLOSURES

Prior to rendering a decision in any proceeding involving a license, permit, contract or other entitlement pending before the city council, any council member who has received been promised a gift or gifts aggregating $50.00 or more in value within the preceding twelve months from a party or participant in the proceeding shall disclose that fact either orally or in writing during open session. This disclosure shall be made part of the official public record of the proceeding, either as part of the minutes of the meeting or as a separate writing filed with the city. (CMC Section 2.04.030)

AB 1234 ORAL REPORTS

Members of the city council shall provide brief reports on meetings attended at the expense of the city. (GC Section 53232.3(d))

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PUBLIC HEARINGS

No Items.

BUSINESS ITEMS

(1) SCPPA PSA Mammoth Casa Diablo IV Energy Project – Authorize participation in the Southern California Public Power Authority Power Purchase Agreement, for up to 15 MW of renewable energy, with ORNI 50, LLC. **RESOLUTION NO. R-111-18**. **[Staff Person: D. Kolk]**

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PUBLIC COMMENT — Limit 3 Minutes

This is the portion of the meeting specifically set aside to invite your comments regarding Consent Calendar items and any matters within the jurisdiction of the City Council; however, any matter that requires action will be referred to staff for investigation and report at a subsequent Council meeting. The Council is prohibited by law from discussing or taking immediate action on items during this public comment period.
Persons desiring to submit paperwork to the City Council Members shall provide copy of any paperwork to the City Clerk for the Official Record.

Speakers will be limited to 3 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

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CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.

(2) Minutes – Approval of Minutes for the City Council Regular Meeting Held October 16, 2018, on file in the Office of the City Clerk. **[City Clerk Padilla]**

(3) Warrants - Approve US Bank voucher dated 09/25/2018 and totaling $30,449.92; voucher numbers 174037 to 174121 dated 10/11/2018 and totaling $1,102,047.64; replacement checks
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174122 to 174123 totaling $869.41; voucher numbers 174124 to 174259 dated 10/18/2018 and totaling $593,219.44; voucher numbers 174260 to 174388 dated 10/25/2018 and totaling $2,107,494.92; a payroll disbursement listing for the period 08/11/2018 to 08/24/2018 and totaling $873,914.13 and a payroll disbursement listing for the period 08/25/2018 to 09/07/2018 and totaling $810,450.42, on file in the Finance Department. [Staff Person: S. Dabbs]

(4) City Treasurer's Report - Receive and File City Treasurer's Report for September 2018. [City Treasurer De La Torre]

(5) Biennial Review of the City's Conflict of Interest Code – Approve and adopt Resolution R-112-18 amending the City of Colton's Conflict of Interest Code (Form 700). RESOLUTION R-112-18. [Staff Person: J. Shook]

(6) Extension of Tolling Agreement: Roquet Ranch Project Entitlements – Approve a three (3) month extension to the existing tolling agreement between the City of Colton, Sunmeadows LLC, and the Colton Coalition for the Environment regarding the Roquet Ranch Specific Plan entitlements. [Staff Person: City Attorney Carlos Campos]

(7) Authorize Purchase of Two New Code Compliance Trucks along with related vehicle equipment – Approve the piggyback award and purchase of two 2018 Ford F-150 regular cab pickup's through Downtown Ford Sales in the amount of $45,888.92 and approve the purchase and installation costs of the related vehicle equipment from West Coast Lights and Siren, Inc. in the amount of $1,875.30. [Staff Person: M. Owens]

(8) Contract Fire Plan Check Services – Authorize the award of a one-year agreement with the option to renew for three additional years one year at a time to the responsive/responsible bidder, Dennis Grubb and Associates LLC, in an amount not to exceed $75,000 per fiscal year for Contract Fire Plan Check Services. [Staff Person: T. McHargue]

(9) Approve Purchase and Installation of Virtual Server Cluster and Server Migration – Authorize the purchase of a Virtual Server Cluster through Markley Technologies in the amount of $97,705.75 and the Unix to Linux server migration cost in the amount of $23,960 to Motorola Solutions. RESOLUTION NO. R-115-18. [Staff Person: M. Owens]

(10) Approve Purchase of Electric Meters – Approve the Annual Purchase of Itron Electric Meters from McAvoy & Markham Engineering & Sales Company, Inc. in an amount not-to-exceed $400,500. [Staff Person: D. Kolk]

(11) Award of Contract for the Bryn Mawr Ct. Street Improvement Project and the Citywide Sidewalk Repair Project to D.M. Contracting, Inc. – Authorize the Award of Contract for the Bryn Mawr Ct. Street Improvement Project and Citywide Sidewalk Repair Project to D.M. Contracting, Inc. as the lower responsible and responsible bidder in the amount of $137,475. [Staff Person: D. Kolk]

(12) Notice of Completion for the Community Development Block Grant Project No. CDBG Colt-17-1-03K-2987 L Street Alley Paving Improvement Project – Authorize the execution and recordation of

the Notice of Completion for the Community Development Block Grant Project No. CDBG Colt-17-1-03K-2987 L Street Alley Paving Improvement Project. [Staff Person: D. Kolk]

(13) Ashley Way Center Environmental Contract - Approve the Professional Service Agreement with First Carbon Solutions, Inc., in the amount of $70,785 to provide environmental services on behalf of Howard Industrial Partners - Ashley Way Logistics Center Project (DAP-001-536). [Staff Person: M. Tomich]

(14) Considering Adopting Resolution R-113-18 Declaring A Shelter Crisis in the City of Colton to Access SB 850 Homeless Emergency Aid Program (HEAP) Grant Funds and Approve Agreement with Blais & Associates – Adopt ResolutionR-113-18 declaring a shelter crisis pursuant to SB 850 as required to be eligible to seek an allocation of funds through the State's Homeless Emergency Aid Program (HEAP) and approve the Professional Services Agreement for Blais & Associates to provide grant writing services for the HEAP funding. RESOLUTION NO. R-113-18. [Staff Person: D. Farrar]

(15) Award Contract to PSOMAS for the Coordination & Processing of the Mitigated Negative Deck (MND) For the Colton Soccer Complex and Appropriate Additional Fund – Award the contract for the Coordination & Processing of the Mitigated Negative Deck (MDN) for the Colton Soccer Complex in the amount of $284,235 and approve Resolution R-114-18 authorizing an additional appropriation of $84,235 from the Park Development Fund for this phase of the project. RESOLUTION NO. R-114-18. [Staff Person: D. Farrar]

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

Comments from Mayor and Council on various issues and activities throughout the community.

CITY MANAGER'S REPORTS

ADJOURNMENT

POSTING STATEMENT:

I, Dawn Miller, Deputy City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted Wednesday, October 31, 2018, at least twenty-four (24) hours prior to the meeting per Government Code 54954.2, at the following locations:

City of Colton City Hall 650 N. La Cadena Drive
City of Colton Website, www.coltonca.gov

PROCEDURES FOR ADDRESSING CITY COUNCIL

For the Official Record, it is requested that you obtain a card from the City Clerk and complete it by noting a specific item number on the Agenda, if applicable, or you can identify the subject that you wish to address under the Public

Comment portion of the Agenda. The City Council encourages public input on all City issues within the Rules of Decorum. Speakers will be limited to the time periods provided on the Agenda; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

RULES OF DECORUM

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

NOTICE TO PUBLIC

Staff reports or other written documentation relating to each item referred to, on the Agenda, are available for public inspection at the following locations: Office of the City Clerk, 650 N. La Cadena Drive, Colton, CA; City of Colton Public Library, 656 9th St., Colton, CA; or the City of Colton Internet Website, www.coltonca.gov. Any person having questions concerning any item on the Agenda may call the City Clerk at 370-5191 to make inquiry concerning the nature of the item described on the Agenda. The City Clerk shall direct inquiries to the appropriate office.

All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.

In compliance with the American with Disabilities Act, if you need special assistance to participate in a City Meeting, please contact the City Clerk's Office at 909-370-5001. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

LEGAL CHALLENGES

If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

MANUAL OF PROCEDURE

The City Council adopted its Manual of Procedure (MOP) pursuant to Resolution No. R-150-07; Amended by Minute Action on December 2, 2014 and adopted by Resolution No. R-03-15 on January 20, 2015. The MOP was amended by Minute Action on April 17, 2018 and adopted by Resolution No. R-41-18 on May 15, 2018. Copies are available in the Office of the City Clerk.

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STAFF REPORT

DATE: NOVEMBER 6, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: DAVID KOLK, PUBLIC WORKS & UTILITY SERVICES DIRECTOR

SUBJECT: SCPPA PSA MAMMOTH CASA DIABLO IV ENERGY PROJECT

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

Approve Resolution R-111-18, authorizing the participation in the Southern California Public Power Authority (SCPPA) Power Purchase Agreement (PPA), for up to 15 MW of renewable energy, with ORNI 50, LLC. Mammoth Casa Diablo IV Energy Project and authorizing the City Manager to execute the Power Sales Agreement (PSA) documents in substantially the form provided.

BACKGROUND

In April 2011, the State of California passed legislation (SB X1 2) amending the State's Renewable Portfolio Standard (RPS), and setting specific renewable energy resource targets each electric utility, including publically owned utilities (POUs), must meet. SB X1 2 also set specific reporting periods and enforcement rules for meeting the RPS targets. With the adoption of SB X1 2, utilities are required to meet 20% of their retail load with renewable energy by the end of 2013; 25% of their retail load by the end of 2016; and 33% of their retail load by the end of 2020.

In October 2015, the State Legislature passed SB 350, which, among other things, increased the RPS requirements from 33% in 2020 to 50% by 2030. In September 2018, the State again passed legislation, SB 100, which further increased the RPS mandate to 60% by 2030, and encourages the use of zero-emission resources to meet 100% of retail sales. Colton Electric Department (CED) is currently meeting the requirements of 29% of its retail load with renewable energy sources for calendar year 2018, and will meet the 33% goal for 2020.

CED's largest resource (30 MW), San Juan 3 Generation Station (SJ3) ceased operations in December 2017. CED had increased its procurement of renewable energy in advance of the SJ3

shutdown, as indicated in its Integrated Resource Plan (IRP), adopted in 2012 and updated in 2017.
Since 2013, CED has entered into several PSA's with SCPPA for renewable energy from various facilities, including 7 MW of solar PV from Astoria II, 3 MW of Solar PV from Kingbird B, and up to 10 MW of landfill gas from Puente Hills Gas-to-Energy Facility. CED also has four (4) Power Purchase Agreements (PPAs) for approximately 5 MW of solar PV on its distribution system (Colton Solar 1, Colton Solar 2, Gonzales Center Carport, and Arbor Terrace Community Solar). CED also has a PPA with Avangrid Renewables, LLC for up to 3 MW of wind generation from the High Winds facility, and 3.72 MW from the MWD Small Hydro facility.

In February 2013, the City Council approved SCPPA Renewable Development Agreement, Phase II, allowing Colton to participate in the annual SCPPA Request for Proposal (RFP) process for renewable energy projects. Each year, various developers submit proposed renewable projects to SCPPA. SCPPA staff and the member utilities regularly evaluate the proposals and determine interest from the various members. If there is sufficient interest, SCPPA and the members begin negotiations with the developers for a power purchase agreement (PPA). The PPA is generally between SCPPA and the developer; however, each utility and its legal counsel are involved in the negotiation. In addition to the PPA, the project also involves a Power Sales Agreement (PSA) between SCPPA and each member utility, for each utility's share of the project output.

ISSUES/ANALYSIS

CED's 2017 IRP update identified the need for an additional 10 to 15 MW of baseload energy to meet its load forecast beginning in 2021. Ormat Nevada, Inc. (dba ORNI 50, LLC) submitted a proposal through the SCPPA RFP process for a 25 MW baseload renewable, geothermal, with resource facility, with resource adequacy (RA) attributes in Mono County, California. The capacity factor for the facility is approximately 95%. The facility will have a direct interconnection into the CAISO, allowing the energy from the facility to qualify as a PCC1 resource for RPS.

CED staff evaluated the proposal and feels this project is a good fit for its resource portfolio because it is a baseload renewable resource, with RA, and qualifies as PCC1 energy for RPS compliance. The City of Banning Electric Department also identified this project as a good fit for their portfolio. Ormat's proposal is for a minimum of 20 MW of energy from the facility. Colton can take up to 15 MW and Banning is willing to take up to 5 MW. Commercial operation date (COD) of the facility is July 1, 2021, with a possibility of an earlier Cod in April 2020.

SCPPA's staff and legal counsel, together with each staff from CED and Banning, entered into PPA negotiations in January 2018. At the onset, the PPA price was $76.50 per MW. The SCPPA team has negotiated the price down to $68.00 per MW, for a 25-year term. This is an annual savings to CED of $1,191,360, or a total savings of $29,784,000 over the 25-year term of the PPA. The price per MW includes resource adequacy (RA) and environmental (renewable energy credits, or RECs).

This is the lowest price geothermal project proposed to SCPPA. In comparison, CED is currently paying $80 per MW for baseload renewable energy from the Puente Hills Landfill Project. The $68 PPA price is higher than current proposals for solar PV; however, solar PV is only available during daytime hours, unless some form of storage is added to the facility which extends generation by 2 to 4 hours each evening but reduces energy production during the day. A recent analysis of solar PV with sufficient storage to essentially make the intermittent solar consistent with baseload shows the cost would be approximately $67 MW. The $68 MW price negotiated is reasonable and good for CED and its ratepayers.

The SCPPA Board of Directors approved the Power Purchase Agreement and the Power Sales Agreements for Colton and Banning on October 18, 2018. CED planned to present this item to the Colton Utilities Commission at their regular meetings in August and September, 2018, for recommendation to the City Council, however, both meetings were cancelled due to lack of quorum. The Staff Report and presentation were provided to the Commission via the Agenda distribution process for both months and no commissioners have contacted staff to object to the project.

FISCAL IMPACTS

CED's entitlement will be 75% of the PPA energy. Whenever the facility is operating CED will be required to take its share of the output at $68.00 per MW. CED will pay only for the energy that is delivered at this fixed price. Since this is a power purchase agreement, Colton will not have ownership in the project and will not incur any capital expenditures. At full capacity, the total annual cost for energy, including RECs and RA, from this facility will be $8,935,200, for approximately 131,400 MWh. The Electric Department will include sufficient funds in its power supply budget in Fiscal Year 20/21 for the energy expected from this project. If the developer expects an earlier COD in April 2020, CED will include sufficient funds in the Fiscal Year 19/20 power resource budget.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENT

1. PSA-Mammoth CD4 with PPA
2. Resolution R-111-18 Mammoth Casa Diablo IV

ATTACHMENT 1

EXECUTION COPY

MAMMOTH CASA DIABLO IV ENERGY PROJECT

POWER SALES AGREEMENT
BETWEEN

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

AND

THE CITY OF COLTON

DATED AS OF OCTOBER 18, 2018

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MAMMOTH CASA DIABLO IV ENERGY PROJECT

POWER SALES AGREEMENT

1. **PARTIES.** This Mammoth Casa Diablo IV Energy Project Power Sales Agreement (this "Agreement"), is dated for convenience as of the 18th day of October, 2018, by and between the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California, hereinafter designated as "SCPPA," and the CITY OF COLTON, a municipal corporation organized and existing under the laws of the State of California. The CITY OF COLTON is also periodically designated in this Agreement as "COLTON" or as "Purchaser, or, depending upon the context as "SCPPA Participant" or participant. COLTON and SCPPA are also sometimes herein referred to individually as a "Party" and together as the "Parties."

2. **RECITALS, CONSTRUCTION AND PRELIMINARY MATTERS.** The Recitals set forth herein and the facts, which follow, are incorporated into this Agreement by reference for all purposes. The facts and the circumstances of the Parties contained in the Recitals, among others, represent the background and framework for this Agreement, the aim and purpose of this Agreement and the intendments of the Parties with respect thereto. This Agreement has been reviewed by attorneys for both Parties and shall not be interpreted with reference to the rules of construction providing for construction against a Party responsible for drafting or creating a particular provision or section but should instead be interpreted in a manner which broadly implements the goals and objectives of the Parties as expressed herein. References to "Sections," and "Appendices," shall be to Sections, and Appendices as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. This Agreement is made with reference to the following facts among others:

2.1 SCPPA was created pursuant to provisions contained in the Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of California, as amended from time to time (the "Act" as defined in Appendix A), by its members, which are municipalities and an irrigation district that supply, among other things, electrical energy in the State of California, for the purpose of jointly and cooperatively undertaking the planning, financing, development, acquisition, construction, improvement, betterment, operation, and maintenance, of projects for the generation or transmission of electric energy, including the development and implementation of systems and frameworks for the acquisition and delivery of secure, long-term reliable supplies of renewable electric energy.

2.2 Pursuant to the terms of the Act, SCPPA has the power, for the purpose of promoting, maintaining and operating electric generation and transmission, to plan, develop, contract for, finance, acquire, design, undertake, own, construct, manage, operate, maintain and administer projects involving systems, methodologies and programs for the acquisition, supply, procurement and delivery of secure, long-term reliable supplies of renewable electric energy, including geothermal energy, and to cause such projects to be planned, developed, contracted for, financed, acquired, designed, undertaken, constructed, managed, operated, maintained and administered and to provide by agreement for the performance and carrying out of any such activities.

2.3 Purchaser is a California municipality that provides electric energy to its citizens through its municipally owned electric power system. Purchaser is one of the parties to the SCPPA Joint Powers Agreement.

2.4 In pursuit of potential renewable electric resources to address SCPPA member renewable energy needs, SCPPA, together with the Purchaser and other SCPPA members have identified and investigated a geothermal energy generation resources located in Mono, County, California, one denominated as the Casa Diablo IV Geothermal Project to be developed by ORNI 50, LLC, a Delaware limited liability company an affiliate of Ormat Nevada, Inc., a Delaware corporation.

2.5 SCPPA intends to enter into a Power Purchase Agreement with ORNI 50, LLC, for the purchase of electric output of the Casa Diablo IV Geothermal Project for the purpose of selling a percentage of the Project Energy to Colton and the balance to the City of Banning. The Casa Diablo IV Geothermal Project shall be referred to as the "Project" as further defined in Appendix A hereof.

2.6 Purchaser has a need for a percentage of the Facility Output, the associated Environmental Attributes, and other associated rights, benefits and credits of the Project, and has determined to enter into this Power Sales Agreement with SCPPA for the purpose of meeting such needs.

3. AGREEMENT. For and in consideration of the promises and the mutual covenants and agreements hereinafter set forth, and in order to pay SCPPA for Purchaser's share of SCPPA's costs with respect to the Project, the Parties agree as herein set forth.

4. DEFINITIONS. Appendix A to this Agreement attached hereto and incorporated herein, sets forth definitions of certain terms used in this Agreement. Certain other capitalized terms used herein are defined in the Power Purchase Agreement and shall have the meaning ascribed therein. The terms defined in Appendix A, the Power Purchase Agreement and this Section 4, whether in the singular or plural, unless specifically provided otherwise, when used herein or in the Appendices hereto and initially capitalized, shall have the meaning ascribed thereto in said Appendix A, the Power Purchase Agreement or as set out below:

4.1 Agreement. This Agreement, as it may be amended, modified or supplemented from time to time.

4.2 Effective Date. The date described in Section 16.1 hereof.

4.3 Total Power Costs. Total Power Costs mean all of SCPPA's costs resulting from SCPPA's contracting for, providing for, accommodating, and facilitating the Project, including costs arising under any of the Power Purchase Agreement or other Project Agreements. SCPPA shall apply, as a credit against Total Power Costs, any receipts, revenues and other moneys received by SCPPA from surplus equipment, materials, supplies or assets relating to the Project sold prior to the date of Commercial Operation for the benefit of SCPPA, as well as such other amounts to be applied as a credit against Total Power Costs pursuant to this Agreement. Total Power Costs shall consist of (i) the Delivery Output Cost Component (described in Section 4.3.1), (ii) the Power Purchase Agreement General and Administrative Cost Component (described in Section 4.3.2), (iii) a Supplementary Services Cost Component to the extent SCPPA incurs such costs (described in Section 4.3.3), (iv) a Reserve Fund Cost Component (described in Section 4.3.4), and (v) a Power Purchase Agreement Cost Component (described in Section 4.3.5), and shall include, but not be limited to, the items of cost and expense referred to in the Power Purchase Agreement and this Section 4.3 that are accrued or paid by SCPPA during each Month of each Power Supply Year. In the event any Power Supply Year shall consist of fewer than twelve Months, the fraction set forth in Section 4.3.2 shall be adjusted accordingly and, in the event of any revision of the Annual Budget after the commencement of any Power Supply Year, the amount determined pursuant to Section 4.3.2 shall be appropriately adjusted so that any increase or decrease in the portion of the Annual Budget applicable to Section 4.3.2 shall be evenly apportioned over the remaining Months of such Power Supply Year.

4.3.1 The Delivery Output Cost Component of Total Power Costs for each Month shall consist of the costs of the Facility Output delivered, as calculated at the applicable Contract Price therefor in the Power Purchase Agreement.

4.3.2 The Power Purchase Agreement General and Administrative Cost Component of Total Power Costs for each Month shall consist of the administrative and general costs with respect to the Project, including (i) legal fees, costs relating to litigation (including disbursements and other amounts paid as a result of such litigation), insurance costs (including amounts to fund any self-insurance program), overhead costs, any taxes required to be paid by SCPPA with respect to the Project, (ii) all expenses incurred in enforcing the Power Purchase Agreement and other Power Purchase Agreement, and (iii) all costs related to the conducting of the business of SCPPA with respect to the Project, including the applicable portion of salaries, fees for legal, engineering, financial and other services, and costs of the Project Manager, as well as all other costs attributable to miscellaneous and incidental expenses in connection with the administration of the Project, and all other expenses properly related to the conduct of such affairs of SCPPA.

4.3.3 The Supplementary Services Cost Component of Total Power Costs for each month shall consist of all costs incurred by SCPPA, if any, and to the extent not included in Section 4.3.1, in connection with services for transmission, dispatching, scheduling, tagging, firming, balancing, swapping, exchanging or delivering and for otherwise facilitating the disposition, movement, taking, receiving, crediting and accounting for Facility Output provided for under this

Agreement. The Supplementary Services Cost Component of the Total Power Costs shall also entail all costs incurred by SCPPA, if any, which are necessary to move or otherwise handle delivery of any portion of Facility Output from the Point of Delivery to one or more specified delivery point(s) as determined by Purchaser pursuant to Sections 9.2 and 9.5 and by other SCPPA Participating Members pursuant to the terms of their respective power sales agreement relating to the Project. Absent a request by Purchaser for SCPPA to provide Supplementary Services during a Month, no Supplementary Services cost component shall be included in Purchaser's Total Power Costs for such Month.

4.3.4 The Reserve Fund Cost Component of Total Power Costs for each Month shall consist of: the amount for such Month necessary to establish and maintain the Reserve Funds at the level deemed prudent and appropriate by the Board of Directors.

4.3.5 The Power Purchase Agreement Cost Component of Total Power Costs for each Month shall consist of: the costs, without duplication, associated with the Power Purchase Agreement, including, to the extent not otherwise included in this Section 4.3, all costs for such Month of SCPPA in connection with its enforcement of the Power Purchase and Security Agreements or the performance required of SCPPA under any of the Power Purchase Agreement and shall include, without duplication, SCPPA's monthly payment of any applicable associated ancillary costs under the Power Purchase Agreement, and any costs SCPPA is required to pay for the Facility Output, including, where applicable, the costs of Startup and Test Energy.

4.4 Monthly Costs. Monthly Costs is defined in accordance with, and calculated pursuant to, Section 7.1 hereof.

5. PURCHASE AND SALE OF FACILITY OUTPUT AND THE OBLIGATIONS OF SCPPA AND THE PURCHASER.

5.1 Purchase and Sale of Participant Facility Output Share. In accordance with the terms and conditions of this Agreement, commencing on the earliest of (i) the date SCPPA is obligated to pay any portion of the costs of the Project, (ii) the effective date of the Power Purchase Agreement, or (iii) the date of the first delivery of energy to Purchaser pursuant to this Agreement, and continuing through the term of this Agreement, except as otherwise provided herein, SCPPA shall provide Purchaser its Participant Facility Output Share of any and all products, rights, and benefits, whether tangible or intangible received or obtained by SCPPA with respect to the Project, including without limitation the Environmental Attributes and Facility Output, and Purchaser shall be responsible for and pay any and all Total Power Costs associated with the acquisition of Participant Facility Output Share and such associated products, rights, and benefits, , as applicable, under the Power Purchase Agreement and any other applicable Project Agreement, including purchase or acquisition of

any rights pursuant to the Power Purchase Agreement and any other applicable Project Agreement.

5.2 Facility Output and Deliverables. SCPPA shall provide and Purchaser shall purchase and receive Purchaser's Participant Facility Output Share of Facility Output pursuant to the terms of this Agreement. To the extent permitted by the Power Purchase Agreement, the applicable Project Agreements, or otherwise determined by the Board of Directors, SCPPA will endeavor to take such actions or implement such measures as may be necessary or desirable for the utilization, maintenance or preservation of the rights and interests of the Purchaser in the Project including, if appropriate, such enforcement actions or other measures as the Board of Directors deems to be in the Purchaser's best interests. To the extent such services are available and can be implemented in accordance with the Power Purchase and Security Agreements or other applicable Project Agreements, SCPPA shall also provide such other services, as approved by the Board of Directors, as may be deemed necessary to secure the benefits and/or satisfy the obligations associated with the Power Purchase Agreement or other applicable Project Agreements. SCPPA shall use its best efforts, on behalf of Purchaser to secure the benefits of the transactions contemplated under the Power Purchase Agreement or other applicable Project Agreements including the delivery of the Facility Output, as applicable, contemplated by this Agreement, and shall endeavor to maintain and secure the rights and benefits accruing to SCPPA through the Power Purchase Agreement and the other applicable Project Agreements.

5.3 Project Manager. SCPPA or its designee or designees shall act as Project Manager as provided in this Agreement to administer the Project, or cause the Project to be administered, as provided in this Agreement or pursuant to assignments, instructions or requests by the Coordinating Committee or the Board of Directors, or through any project management or agency agreement, or contracts for services between SCPPA and a third party. Prior to appointment of a Project Manager (other than SCPPA), SCPPA shall consult with the SCPPA Participating Member as to such appointment.

5.4 Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with Sections 5.4.1, 5.4.2 or 5.4.3, respectively.

5.4.1 SCPPA will prepare and submit to Purchaser a proposed Annual Budget at least sixty (60) Days prior to the beginning of each Power Supply Year. In connection with the preparation of the Annual Budget, SCPPA shall incorporate therein the Operating Budget for such Power Supply Year as prepared by the Project Manager and approved by the Board of Directors. Purchaser may then submit to SCPPA, at any time until the Annual Budget is adopted, any matters or suggestions relating to the Annual Budget. SCPPA shall adopt the Annual Budget not less than thirty (30) nor more than sixty (60) Days prior to the beginning of such Power Supply Year and shall cause copies of such adopted Annual Budget to be delivered to the Purchaser; provided, however, the Annual Budget for the first Power Supply Year shall be prepared, considered, adopted and delivered in the most practicable manner available prior to Commercial Operation of the Facility.

5.4.2 As required from time to time during any Power Supply Year, after seven Days written notice to the Purchaser, SCPPA may, pursuant to the foregoing provisions for adopting the Annual Budget, adopt an amended Annual Budget for and applicable to such Power Supply Year for the remainder of such Power Supply Year. The Annual Budget shall establish the basis for monthly Billing Statements to be sent to each Participant, as provided in Section 7 hereof.

5.4.3 Any adjustment, and any other or further mechanism for adjustment, as may be required to address the variability of costs of operation of the Project at any time during the Power Supply Year or the variability of or addition to any other Annual Budget component, may be incorporated into the Annual Budget as provided above, or by any amendment to an Annual Budget at any time during any Power Supply Year upon the seven (7) Days written notice to the Purchaser as set forth in Section 5.4.2.

5.5 Reports. SCPPA will prepare and issue to Purchaser the following reports as soon as reasonably practicable after the end of each quarter of a Power Supply Year:

5.5.1 Financial and operating statement relating to the Project.

5.5.2 Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project.

5.6 Records and Accounts. SCPPA will keep, or cause to be kept, accurate records and accounts of each of the properties and facilities comprising the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of SCPPA relating to the Project with respect to each Fiscal Year shall be subject to an annual audit. Purchaser shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

5.7 Provide Information. Purchaser agrees to supply SCPPA, upon request, with such information, documentation and certifications as SCPPA shall reasonably determine to be requisite to and necessary or desirable for the administration and ongoing activities of the Project, including information reasonably available to allow SCPPA to respond to requests for such information from any federal, state or local regulatory body or other authority.

5.8 Consultants and Advisors Available. SCPPA shall make available to the Project Manager (if other than SCPPA) and to the SCPPA Participants all consultants and advisors that are retained by SCPPA, and such consultants and advisors shall be authorized to consult with and advise the Project Manager and SCPPA Participants on Project matters.

5.9 Liquidated Damages. Any amounts paid to SCPPA as and for Daily Delay Damages or Shortfall Damages by the Power Purchase Provider as provided under the Power Purchase Agreement shall be remitted to the SCPPA Participants in accordance with their respective Participant Facility Output Shares.

6. COORDINATING COMMITTEE.

6.1 Establishment and Authorization of the Coordinating Committee.

6.1.1 The Coordinating Committee is hereby established and duly authorized to act on behalf of the SCPPA Participants as provided in this Section 6 for the purpose of (i) providing coordination among, and information to, the SCPPA Participants and SCPPA, (ii) the administration of the Power Purchase Agreement, (iii) the administration of the Project Agreements, (iv) making any recommendations to the Board of Directors regarding the administration of the Project and any acquisitions related thereto and (v) execution of the Coordinating Committee responsibilities set forth in Section 6.2 hereof, including the various financial, administrative, and technical matters which may arise from time to time in connection with the Project or the administration thereof, and such further developments as may need to be addressed.

6.1.2 The Coordinating Committee shall consist of one designated representatives of the SCPPA Participants. Each of the SCPPA Participants shall be entitled to cast a vote equal to its Participant Facility Output Cost Share as set forth in Appendix B hereof. An alternate representative of each of the SCPPA Participants shall be its alternate representative on the Coordinating Committee or, if none has been appointed, an alternate representative may be appointed by written notice by such participant to SCPPA and each of the other SCPPA Participants. The alternative representative so appointed may act on the Coordinating Committee, or on any subcommittee established by the Coordinating Committee, in the absence of such SCPPA Participant's primary designated representative. An alternate representative may attend all meetings of the Coordinating Committee but may vote only if the representative for whom she/he serves as alternate is absent.

6.1.3 No representative of any of the SCPPA Participants shall exercise any greater authority than permitted for the SCPPA Participant which she/he represents.

6.1.4 The chairperson of SCPPA shall promptly call a meeting of the Coordinating Committee at the request of any representative in a manner and to the extent permitted by law.

6.1.5 For the purpose of conducting meetings, a quorum shall exist so long as SCPPA's representative and the representatives of the SCPPA Participants holding not less than eighty percent (80%) of the total Participant Facility Output Cost Shares shall be present.

6.1.6 Except as may otherwise be provided in an agreement to which all of the SCPPA Participants agree, all actions taken by the Coordinating Committee shall require an affirmative vote of SCPPA Participants having Participant Facility Output Cost Shares aggregating at least eighty percent (80%) of the total Participant Facility Output Cost Shares. Unless the Board of Directors shall otherwise determine to require a majority vote pursuant to the terms of the Joint Powers Agreement, all actions with respect to the Project taken by the

SCPPA Board of Directors shall require an affirmative vote of at least eighty percent (80%) of the Project Votes (as defined in SCPPA's Joint Powers Agreement, dated as of November 1, 1980, as amended from time to time) cast thereon. Notwithstanding the forgoing, however, if a proposed action before the Coordinating Committee or the Board of Directors relates solely to the interests of a single Participant (other than Purchaser) and Purchaser determines, in good faith, that such proposed action will not adversely affect, economically or otherwise, its interests, then Purchaser agrees that it shall not unreasonably withhold its affirmative vote with respect to such proposed action.

6.1.7 Purchaser acknowledges and agrees that SCPPA, through the Coordinating Committee or the Board of Directors, as applicable, may from time to time enter into Project Agreements or amendments of and supplements to the applicable Project Agreements (in accordance with their respective terms) and that, except as provided herein or as otherwise provided by resolution of the Board of Directors, SCPPA will not be required to obtain the consent or approval of Purchaser in connection with any such Project Agreement or supplement or amendment, provided that any such amendment shall be approved by the Coordinating Committee or the Board of Directors in the manner provided by this Agreement.

6.1.8 Conducting of Coordinating Committee meetings and actions taken by the Coordinating Committee may be taken by vote given in an assembled meeting or by telephone, video conferencing, telegraph, telex, letter, e-mail or by any combination thereof, to the extent permitted by law, any such action taken shall be recorded in the minutes or other written records for the Coordinating Committee meetings.

6.2 Coordinating Committee Responsibilities. In addition to those responsibilities enumerated in Section 6.1, the Coordinating Committee shall have the following responsibilities:

6.2.1 Provide liaison between SCPPA and the Participants at the management or other levels with respect to the ongoing administration of the Project and maintain a liaison between the SCPPA Participants and all other SCPPA members with respect to the Project, and where the Coordinating Committee deems it appropriate, maintain a liaison with the counterparties to any Project Agreements and with any other entities or utilities engaged in or in connection with other renewable energy projects.

6.2.2 Exercise general supervision over any subcommittee established pursuant to Section 6.5.

6.2.3 Review, develop, discuss, and, if appropriate, recommend, modify or approve all budgets and revisions thereof prepared and submitted by SCPPA or the Project Manager at the request of the Coordinating Committee.

6.2.4 Review, develop, discuss, and, if appropriate, modify, approve or otherwise act

upon any systems or procedures for adjustment of the Annual Budget or any alternative methodologies for budgeting or billing as set forth in Section 5 and Section 7 of this Agreement.

6.2.5 Carry out all other actions reposed in the Coordinating Committee with respect to budgeting and billing as set forth in Section 5 and Section 7 of this Agreement.

6.2.6 Review, discuss and attempt to resolve any disputes among the SCPPA Participants or the parties to any Project Agreements including, without limitation, the Power Purchase Provider, the counterparties under the Power Purchase Agreement or any other counterparty with respect to any Project Agreement.

6.2.7 Make recommendations to the Project Manager, the Board of Directors or to the counterparties to any of the Project Agreements, as appropriate, with respect to the ongoing administration of the Project.

6.2.8 Review, develop, and if appropriate, modify and approve rules, procedures and protocols for the administration of the Project or Project Agreements, including rules, procedures and protocols for the management of the costs of the scheduling, handling, tagging, dispatching and crediting of Facility Output and the handling and crediting of Environmental Attributes associated with the Project.

6.2.9 Review, and, if appropriate, modify, approve or otherwise act upon the form or content of any written statistical, administrative, or operational reports, geothermal energy related data, electric generation information, geothermal energy production data, and technical information, facility reliability data, transmission information, forecasting scheduling, dispatching, tagging, parking, exchanging, balancing, movement, or other delivery information, climate and weather related matters, regulatory matters or requirements, and other information and other similar records or matters pertaining to the Project which are furnished to the Coordinating Committee by the Project Manager as requested by the Coordinating Committee, or by the counterparties to Project Agreements, experts, consultants or others.

6.2.10 Review, and, if appropriate, modify, approve or otherwise act upon, practices and procedures as formulated by the Project Manager as requested by the Coordinating Committee or, if applicable, the counterparty to any Project Agreement, to be followed by the SCPPA Participants for, among other things, the production, scheduling, tagging, transmission, delivery, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale or disposition of Facility Output. For avoidance of doubt, upon SCPPA's delivery and sale of Facility Output to Purchaser at the Point of Delivery, Purchaser shall have full unilateral rights to remarket, sell or otherwise dispose of such Facility Output.

6.2.11 Review, modify and approve, if appropriate, any activities with respect to the performance of any Project Agreement, including policies for selection and

utilization of contractors and consultants included in the budgets with respect to the Project. In approving such activities, consideration may be given, if possible, to each SCPPA Participant's electric power system conditions, which may prevail during such planned activities.

6.2.12 Review, and, if appropriate, recommend, modify, approve or otherwise act with respect to the exercise of SCPPA's rights under the Power Purchase Agreement or review, recommend, approve or otherwise act with respect to the procurement of resources in connection with the Power Purchase Agreement.

6.2.13 Review, modify, approve or otherwise act upon any proposed change, extension or modification of any date set forth in Appendix I of the Power Purchase Agreement of the milestone schedule or to any Milestone under the Power Purchase Agreement as the Coordinating Committee shall deem to be desirable, appropriate or otherwise in SCPPA's interest. The Coordinating Committee may impose such other terms, conditions or qualifications upon any such action as the Coordinating Committee shall deem appropriate.

6.2.14 Review and act upon any present, potential or possible future anticipated failure to deliver Guaranteed Generation under the Power Purchase Agreement in such manner as the Coordinating Committee shall deem appropriate.

6.2.15 Review, and if appropriate, recommend, modify or approve practices and procedures formulated by the Project Manager, as requested by the Coordinating Committee, or by any counterparty to any Project Agreements giving due recognition to the needs, rights and electric system requirements and capabilities of all SCPPA Participants.

6.2.16 Review and act upon any matters involving any of the applicable Power Purchase Agreement, any guarantee or letter of credit delivered to or for the benefit of SCPPA by the Power Purchase Provider or any other counterparty to any Project Agreement in connection with the Project, and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.

6.2.17 Review, modify or approve recommendations of the Project Manager or counterparties made pursuant to the provisions of any Project Agreement.

6.2.18 Review, modify and where appropriate, recommend or approve the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Facility Output to the Point of Delivery or to other points or destinations, as applicable.

6.2.19 Review, modify and where appropriate, recommend or approve all Consent Agreements.

6.2.20 Review, examine modify and where appropriate, recommend or approve the implementation of methods for addressing curtailments or other interruptions having a tendency to cause Deemed Generated Energy.

6.2.21 Review, modify and where appropriate, recommend or approve the implementation of practices and procedures to implement the provisions of Section 9 herein, as may be applicable with respect to any of the SCPPA Participants, provided, that such action shall require the affirmative vote of Purchaser's representative if such adjustment would change Purchaser's SCPPA Participant Facility Output Share, Purchaser's SCPPA Participant Facility Output Cost Share and the associated SCPPA capacity amounts.

6.2.22 Review and approve adjustments to the Participant Facility Output Shares and the Participant Facility Output Cost Shares set forth in Appendix B when and as required by this Agreement; provided, that such resolution shall require the affirmative vote of Purchaser's representative if such adjustment would change a Participant Facility Output Share and Participant Facility Output Cost Share

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6.2.23 Perform such other functions and duties as may be provided for under this Agreement, the Power Purchase Agreement, the Power Purchase Agreement or any other applicable Project Agreement or as may otherwise be appropriate or beneficial to the Project.

6.3 Management Decisions and the Role of Board of Directors. To the extent not provided for under this Agreement, the rights and obligations of SCPPA under the Project Agreements shall be subject to the ultimate control at all times of the Board of Directors. Purchaser shall be entitled to participate in the decisions of the Board of Directors with respect to SCPPA's rights and interests with respect to the Project as provided in this Section 6.3, provided that Purchaser shall disqualify its right to participate upon assuming the status of a Defaulting Purchaser as provided in Section 11 of this Agreement. SCPPA through the Board of Directors shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the following duties and responsibilities, among others:

6.3.1 Dispute Resolution. The Board of Directors shall endeavor to review, discuss and attempt to resolve any disputes among SCPPA, the SCPPA Participants and the counterparties under the Project Agreements relating to the Project, the operation and management of the Facility, and SCPPA's rights and interests with respect to the Facility.

6.3.2 Scheduling Procedures. When recommended by the Project Manager, or when otherwise appropriate, the Board of Directors shall act upon and approve or modify the practices and procedures to be followed by the SCPPA Participants for scheduling, delivering, controlling and allocating the Facility Output.

6.3.3 Project Agreements. The Board of Directors shall have the authority to approve the Project Agreements, including agreements for scheduling coordinator services, if any, and to review modify and approve, as appropriate, all amendments, modifications and supplements to the Project Agreements.

6.3.4 Budgeting. The Board of Directors shall review, modify and approve each Annual Budget and the revisions thereto in accordance with Section 5.4 of this

Agreement.

6.3.5 Application of Certain Payments Under the Power Purchase Agreement. The Board of Directors shall review, modify and approve recommendations of the Project Manager as to the application of any payments or amounts received by SCPPA from any source or as a result of Default by the Power Purchase Provider under the Power Purchase Agreement; provided that such payments and amounts shall be applied to one or more of the purposes set forth in Section 4.3 to the credit of Purchaser and the other SCPPA Participants in proportion to their respective Participant Facility Output Cost Share.

6.3.6 Other Matters. The Board of Directors is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the Project Manager, as may be provided for under this Power Sales Agreement and under the other Project Agreements, or as may otherwise be appropriate.

6.4 Periodic Audits. The Board of Directors or the Coordinating Committee may arrange for the annual audit under Section 5.6 of this Agreement by certified accountants, selected by SCPPA and experienced in electric generation or electric utility accounting, of the books and accounting records of SCPPA, and where deemed appropriate the Project Manager (if other than SCPPA), the Power Purchase Provider (to the extent provided under any of the Power Purchase Agreement) and any other counterparty under any Project Agreement to the extent allowable, and any cost reimbursable to a consultant or contractor relevant to the administration of the Project, and such audit shall be completed and submitted to SCPPA as soon as reasonably practicable after the close of the Fiscal Year. SCPPA shall promptly furnish to Purchaser copies of all audits. No more frequently than once every calendar year, the Purchaser may, at its sole cost and expense, audit or cause to be audited the books and cost records of SCPPA, the Project Manager (if other than SCPPA), the counterparty under any Project Agreement to the extent so provided in the applicable Project Agreement, and any cost reimbursable to a consultant or contractor relevant to the administration of the Project.

6.5 Additional Committees. The Board of Directors may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the Board of Directors; provided, however, such authority, membership or duties shall not conflict with the provisions of any of the Project Agreements.

6.6 Costs of Consultants. Costs (or the applicable portion thereof) of consultants and others employed or appointed by the Board of Directors or the Coordinating Committee to perform the duties required hereunder shall be included in Total Power Costs, as appropriate, and shall be billed to SCPPA or the Project Manager (if other than SCPPA).

6.7 Participating Member Representative Expenses. Any expenses incurred by any representative of any Participating Member or group of Participating Members serving

on the Coordinating Committee or any other committee in connection with his/her duties on such committee shall be the responsibility of the Participating Member which he/she represents and shall not be an expense payable under this Agreement.

7. CHARGES AND BILLINGS.

7.1 Monthly Costs. The amount of monthly costs which shall be paid by Purchaser to SCPPA for a particular Month ("Monthly Costs") shall be the sum of the following, as applicable, subject to any adjustments as provided in Section 12 hereof:

7.1.1 Purchaser's Participant Facility Output Cost Share multiplied by the Delivery Output Cost Component of Total Power Costs (as provided in Section 4.3.1) for such Month.

7.1.2 Purchaser's Participant Facility Output Cost Share multiplied by the Power Purchase Agreement General and Administrative Cost Component of Total Power Costs (as provided in Section 4.3.2 hereof) for such Month.

7.1.3 Purchaser's share of the Supplementary Services Cost Component of Total Power Costs (as provided in Section 4.3.3 hereof) based on Purchaser's allocated share of any such services procured by SCPPA on behalf of the Purchaser for such Month.

7.1.4 Purchaser's Participant Facility Output Cost Share multiplied by the Reserve Fund Cost Component of Total Power Costs (as provided in Section 4.3.4 hereof) for such Month.

7.1.5 Purchaser's Participant Facility Output Cost Share multiplied by the Power Purchase Agreement Cost Component of Total Power Costs (as provided in Section 4.3.5 hereof) for such Month.

7.2 Billing Statement. By the fifth Day of each Month during each Power Supply Year, SCPPA shall bill Purchaser for the amount of Monthly Costs to be paid by Purchaser for the current Month by providing Purchaser with a Billing Statement in accordance with the charges established pursuant to the provisions of this Agreement; provided, however, that such Billing Statement, with respect to the cost of Facility Output provided by SCPPA to Purchaser under this Agreement, shall also include with respect to the performance by SCPPA or the counterparty under and pursuant to applicable Project Agreements, any charge or credit to Purchaser with respect to the costs or revenues attributable to Purchaser pursuant to and under any applicable Project Agreement. Such Billing Statement shall detail the costs described in Section 7.1 hereof and shall set forth, among other things, the amounts due for such Month by Purchaser with respect to the items of Monthly Costs set forth in Section 7.1, as such Monthly Costs may be adjusted from time to time in accordance with Section 5 and this Section 7. Such Billing Statement shall be paid by Purchaser on or before twenty (20) Days after receipt of such Billing Statement.

7.3 Adoption of Alternative Billing Statement Procedures. The Coordinating Committee may recommend the adoption of an alternative Billing Statement billing methodology

in connection with each SCPPA Participant's Billing Statement with respect to the Total Power Costs and the costs associated with any Project Agreement. Such alternative Billing Statement procedures may be placed into effect with the approval of the same by resolution of the Board of Directors. Any such alternative Billing Statement billing methodology shall be fiscally prudent, financially sound and shall assure coverage of all potential and actual costs and obligations of SCPPA.

7.4 Disputed Monthly Billing Statement. In case any portion of any Billing Statement received by Purchaser from SCPPA shall be in bona fide dispute, Purchaser shall pay SCPPA the full amount of such Billing Statement and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, including interest at the rate received by SCPPA on any overpayment, will be credited to Purchaser by SCPPA after such determination; provided, however, that such interest shall not accrue on any overpayment that is acknowledged by SCPPA and returned to Purchaser by the fifth Day following the receipt by SCPPA of the disputed overpayment. In the event such Billing Statement is in dispute, SCPPA will give consideration to such dispute and will advise Purchaser with regard to SCPPA's position relative thereto within thirty (30) Days following receipt of written notification by Purchaser of such dispute.

7.5 Reconciliation of Monthly Costs. As soon as practicable after the end of each Power Supply Year, or more frequently if so determined by the Board of Directors, SCPPA will submit to Purchaser and each of the other SCPPA Participants a detailed statement of the actual aggregate Monthly Costs and other amounts payable hereunder, including any credits thereto, for all of the Months of such Power Supply Year, and the adjustments of the aggregate Monthly Costs and other amounts payable hereunder, if any, for any prior Power Supply Year, based on the annual audit of accounts provided for in Section 5.6. If, on the basis of the statement submitted as provided in this Section 7.5, the actual aggregate Monthly Costs and other amounts payable by the Purchaser for any Power Supply Year exceed the amount thereof which Purchaser has been billed, Purchaser shall pay SCPPA, within twenty (20) Days of receipt of SCPPA's invoice, the amount to which SCPPA is entitled. If, on the basis of the statement submitted pursuant to this Section 7.5, the actual aggregate Monthly Costs or other amounts payable by the Purchaser for any Power Supply Year are less than the amount therefor which Purchaser has been billed, SCPPA shall, unless otherwise directed by Purchaser with respect to moneys owed to it, credit such excess against Purchaser's next monthly Billing Statement.

7.6 Other or Additional Cost Reconciliation Mechanisms. The Board of Directors may, by resolution, authorize or prescribe other billing, payment, costing and cost reconciliation mechanisms to address such billing, payment, costing and cost reconciliation issues as may from time to time arise with respect to the Project.

7.7 Prepayment of Monthly Costs. Purchaser may, at any time, pay moneys to SCPPA or utilize any credits due or amounts owed by SCPPA to Purchaser with respect to the Project for the purpose of prepaying its monthly Billing Statement. Such moneys and amounts owed by SCPPA under any Project Agreement shall be deposited into an account established by, or at the direction of, SCPPA. Consistent with SCPPA's investment policy, moneys in such account shall be invested pursuant to instructions

provided to SCPPA by Purchaser and all investment income shall be credited to such account. Payment of the amount of any monthly Billing Statement or Default Invoice shall be made from moneys available in such account to the extent set forth in written directions from Purchaser to SCPPA received at least five business days prior to the due date of such payment. Any credit or prepayment with respect to its monthly Billing Statement shall not relieve or reduce Purchaser's other obligations under this Agreement.

8. UNCONDITIONAL PAYMENT OBLIGATIONS; RATE COVENANT; AUTHORIZATIONS; CONFLICTS; LITIGATION.

8.1 Unconditional Payment Obligation. Beginning with the earliest of (i) the date SCPPA incurs or becomes obligated to pay any portion of the costs of the Project, (ii) the effective date of any Project, or (iii) the date of the first delivery of Facility Output to Purchaser and continuing through the term of this Agreement, Purchaser shall pay SCPPA the amounts of Monthly Costs set forth in the Billing Statements submitted by or on behalf of SCPPA to Purchaser in accordance with the provisions of Section 7 hereof and, without duplication, any amount set forth in any Default Invoice received by Purchaser as a result of the operation of Section 11 hereof, whether or not this Agreement has been terminated, or the Project or any part thereof has been completed, is functioning, producing, operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

8.2 Source of Payments. The Purchaser hereby represents and warrants that the obligations of Purchaser to make the payments to SCPPA under this Agreement shall constitute a cost of purchased power and an operating expense of Purchaser payable solely from its electric power revenue fund, including any and all legally available electric power system reserves. Purchaser will annually in each and every fiscal year of Purchaser during the term of this Agreement include in its electric power system budget, whether or not any other items are included, an appropriation from the revenues of its electric power system (including moneys derived from sales to third parties) sufficient to satisfy all the payments required to be made in such year under this Agreement until all payments required under this Agreement have been paid in full.

8.3 Rate Covenant. Purchaser will establish, maintain and collect rates and charges for the electric power service of its electric power system each year so as to provide revenues sufficient, together with any legally available electric power system reserves, to enable Purchaser to pay to SCPPA all amounts payable when due under this Agreement and to pay all other amounts payable from, and all lawful charges against or liens on, the revenues of its electric power system.

8.4 Authorizations. The Purchaser hereby represents and warrants that no order, approval, consent or authorization of any governmental or public agency, authority or person, is required on the part of the Purchaser for the execution and delivery by the Purchaser of this Agreement, or the performance by the Purchaser of its obligations under this Agreement except for such as have been obtained.

8.5 Conflicts. Purchaser represents and warrants to SCPPA as of the Effective Date that, to Purchaser's knowledge, the execution and delivery of this Agreement by Purchaser, and Purchaser's performance thereunder will not constitute a default under any agreement or instrument to which it is a party, or any order, judgment, decree or ruling of any court that is binding on Purchaser, or a violation of any applicable law of any governmental authority, which default or violation would have a material adverse effect on the financial condition of Purchaser's electric revenue fund.

8.6 Litigation. Purchaser represents and warrants to SCPPA as of the Effective Date that, to Purchaser's knowledge, except as disclosed, there are no actions, suits or proceedings pending against Purchaser (service of process on Purchaser having been made) in any court that questions the validity of the authorization, execution or delivery by Purchaser of this Agreement, or the enforceability as to Purchaser of this Agreement.

9. OTHER TERMS AND SERVICES.

9.1 Delivery Procedures. Prior to the time at which any Energy is to be delivered to Purchaser from the Facility, to the extent applicable, Purchaser shall schedule and be obligated to take delivery of Energy to be delivered under this Agreement. The Facility Output generated and produced from the Project shall be scheduled and delivered at the Point of Delivery under the practices and procedures approved pursuant to Section 6.2, as applicable, all in accordance with the Power Purchase Agreement.

9.2 Other Services and Transmission From Point of Delivery. It is the obligation of Purchaser to receive its Participant Facility Output Share from SCPPA all in accordance with the Power Purchase Agreement However, to the extent specified by the Purchaser, and to the extent practicable for SCPPA to do so, SCPPA shall assist in arranging for Supplementary Services and for such additional transmission, interconnection arrangements, energy management, firming, shaping, swaps, exchanges or other services associated with the transmission, use or disposition of Facility Output to be utilized by the Purchaser and to provide for delivery, accounting for, transferring and crediting the ownership and transfer of such Facility Output from the Point of Delivery to any other points or destinations, as determined by the Purchaser.

9.3 Energy Services. Except as otherwise provided in this Agreement, nothing herein shall prevent or restrict Purchaser from providing for its own transmission, energy management services, firming, balancing, or exchanging services or otherwise using or dispatching its Energy under this Agreement; provided, however, that such services, use or activities shall not affect any of the obligations of Purchaser under this Agreement.

9.4 [Reserved.]

9.5 Balancing Agent and Dynamic Scheduling. Upon the request of Purchaser, SCPPA shall either (i) retain an agent to maintain and balance Purchaser's hourly Energy schedules in accordance with WECC protocols ("Balancing Agent"), including the provision or absorption of imbalance energy to accommodate intra-hour fluctuations

of Facility Output as compared to Purchaser's Energy schedule and maintaining a balancing account of accumulated imbalance energy to be settled by adjusting future Purchaser Energy schedules, (ii) arrange for Dynamic Scheduling from the Point of Delivery to Purchaser's control area or electric power system, including the procurement and installation of scheduling hardware, software, and communications equipment necessary to effectuate Dynamic Scheduling, (iii) procure, contract for or otherwise arrange for any available integration services to address any of the above referenced imbalances, fluctuations, variability, intermittency, or like conditions or (iv) address the costs, charges or consequences of such imbalances, fluctuations, variability, intermittency, or like conditions though other mechanisms or methodologies which are mutually agreeable to the Purchaser and SCPPA.

9.6 Transfer of Environmental Attributes to Purchaser. SCPPA shall transfer all Environmental Attributes received by SCPPA under the Power Purchase Agreement to Purchaser in the same manner by which SCPPA receives Environmental Attributes.

10. PROJECT SPECIFIC MATTERS AND PURCHASER RIGHTS AND OBLIGATIONS UNDER PROJECT AGREEMENTS.

10.1 Rights and Obligations under the Project Agreements. Notwithstanding anything to the contrary contained herein: (i) the obligation of SCPPA to deliver to Purchaser its Participant Facility Output Share during the term of this Agreement is limited to the Facility Output which SCPPA receives from the Power Purchase Provider for redelivery to Purchaser hereunder during such time; (ii) the obligation of SCPPA to pay any amount to Purchaser hereunder or to give credits against amounts due from Purchaser hereunder is limited to amounts SCPPA receives in connection with the transaction to which the payment or credit relates (or is otherwise available to SCPPA in connection with this Agreement for which such payment or credit relates); (iii) any purchase costs, operating costs, energy costs, environmental attribute costs, transmission costs, tax costs, insurance costs, indemnifications, other costs or other charges for which SCPPA is responsible under the Project Agreements shall be considered purchase costs, operating costs, energy costs, environmental attribute costs, transmission costs, tax costs, insurance costs, indemnifications, other costs or other charges incurred by SCPPA and payable by SCPPA Participants as provided in this Agreement; and (iv) any Force Majeure under the Power Purchase Agreement or other event of force majeure affecting the delivery of Energy pursuant to applicable provisions of the Project Agreements shall be considered an event caused by Uncontrollable Forces affecting SCPPA with respect to the delivery of Energy and/or Environmental Attributes hereunder and SCPPA forwarding to Purchaser notices and information from the Power Purchase Provider concerning an event of Force Majeure upon receipt thereof shall be sufficient to constitute a notice that Uncontrollable Forces have occurred pursuant to Section 12.2 of this Agreement. Any net proceeds received by SCPPA from the sale of Guaranteed Generation by the Power Purchase Provider to any third-party purchaser as a result of a Force Majeure event or failure by SCPPA to accept delivery of Energy pursuant to the Power Purchase Agreement shall be remitted by SCPPA to Purchaser in proportion to Purchaser's Participant Facility Output Cost Share.

10.2 Revision of Appendix B. The Parties agree that adjustments of the Participant Facility

Output Shares and Participant Facility Output Cost Shares in Appendix B in compliance with this Agreement shall be made and treated as an element of administration and not an amendment of this Agreement. The revised Appendix B shall become Appendix B to this Agreement in replacement of the prior Appendix B hereof.

11. NONPERFORMANCE AND PAYMENT DEFAULT.

11.1 Nonperformance by Purchaser. If Purchaser shall fail to perform any covenant, agreement or obligation under this Agreement or shall cause SCPPA to be in default with respect to any undertaking entered into for the Project or to be in default under the Power Purchase Agreement, or any other Project Agreement, as applicable, or cause a default to occur pursuant to such agreements, SCPPA may, in the event the performance of any such obligation remains unsatisfied after thirty (30) Days' prior written notice thereof to the Purchaser and a demand to so perform, take any action permitted by law to enforce its rights under this Agreement, including but not limited to termination of this Agreement, and/or (unless SCPPA has already taken action pursuant to the immediately following sentence) bring any suit, action or proceeding at law or in equity as may be necessary or appropriate to recover damages and/or enforce any covenant, agreement or obligation against the Purchaser with regard to its failure to so perform.

11.2 Notice of Payment Default. In the event of a Payment Default by Purchaser, on or promptly following the Initial Payment Default Date SCPPA shall issue a Default Invoice and shall provide written notice to Purchaser that as a result of a Payment Default, it is in default under this Agreement and has assumed the status of a Defaulting Purchaser and that Purchaser's Project Rights are subject to discontinuance, termination and disposal in accordance with Sections 11.4 and 11.5 of this Agreement. Notice of such Payment Default shall be provided promptly by SCPPA to the other SCPPA Participants. In addition to the foregoing, the notice of Payment Default shall specify that five (5) Days after the issuance of the written notice of Payment Default by SCPPA, deliveries of Facility Output to the Purchaser pursuant to this Agreement shall be thereafter suspended until such time as Purchaser is in Compliance. SCPPA may take any action through or in conjunction with the Power Purchase Provider or any other counterparty under a Project Agreement or with the Project Manager, if applicable, to expeditiously implement the provisions of this Section 11.

11.3 Cured Payment Default. If after a Payment Default Purchaser cures such Payment Default within the Cure Period, its Project Rights shall not be subject to discontinuance, termination or disposal as provided for in Sections 11.4 and 11.5 of this Agreement as a result of any Payment Default associated with such Cured Payment Default.

11.4 Failure to Cure Payment Default. If, at any time after expiration of the Cure Period Purchaser fails to be in Compliance due to its failure to cure its Payment Default in a timely manner in accordance with this Agreement, Purchaser's Project Rights shall immediately be discontinued and terminated and its Project Rights and Obligations shall be disposed of by SCPPA in accordance with Section 11.5 of this Agreement; provided, however, the Defaulting Purchaser's obligation to make payments under this Agreement shall not be eliminated or reduced except to the extent provided in Section

11.5. SCPPA shall provide to the Defaulting Purchaser a separate monthly invoice of any such payment obligations under this Agreement. SCPPA shall immediately notify the Project Manager (if other than SCPPA), the other SCPPA Participants and such others as SCPPA deems appropriate, of such discontinuance and termination of the Defaulting Purchaser's Project Rights.

11.5 Treatment of the Defaulting Purchaser's Project Rights and Obligations upon its Payment Default. In the event Defaulting Purchaser's Project Rights are discontinued and terminated pursuant to Section 11.4 of this Agreement, SCPPA shall undertake or cause to be undertaken the following actions in the order indicated:

11.5.1 SCPPA shall, to the extent permitted under the Project Agreements, offer to convey, transfer and assign to all non-Defaulting SCPPA Participants, on a temporary or permanent basis as determined by SCPPA, the Project Rights and Obligations of the Defaulting Purchaser, and SCPPA shall so convey, transfer and assign on such basis so determined by SCPPA to (i) all requesting non-Defaulting SCPPA Participants the amount of Project Rights and Obligations requested if the aggregate of such requests does not exceed the amount of the Project Rights and obligations of the Defaulting Purchaser, or (ii) all requesting non-Defaulting SCPPA Participants on a pro-rata basis (based upon the amount requested) if the aggregate of such requests exceeds the amount of the Project Rights and Obligations of the Defaulting Purchaser. Each such requesting non-Defaulting Participant shall assume all, but not less than all, Project Rights and Obligations so conveyed, transferred and assigned to it by SCPPA.

11.5.2 If all Defaulting Purchaser's Project Rights and Obligations are not conveyed, transferred and assigned to non-Defaulting SCPPA Participants as provided in Section 11.5.1 of this Agreement, SCPPA shall, to the extent permitted under the Project Agreements and to the extent SCPPA in its discretion determines it appropriate, offer to convey, transfer and assign, on a temporary or permanent basis as determined by SCPPA, the remainder (or, all, if applicable) of Defaulting Purchaser's Project Rights and Obligations to third parties, all in accordance with applicable law. Each such requesting third party shall assume all, but not less than all, Project Rights and Obligations so conveyed, transferred and assigned to it by SCPPA. If such third party is a SCPPA Member but not a SCPPA Participant as defined herein, such Member, upon accepting such conveyance, transfer and assignment on a permanent basis, shall be deemed a SCPPA Participant.

11.5.3 If, at any time or from time to time, any of the Project Rights and Obligations of the Defaulting Purchaser are not conveyed, transferred and assigned as provided in Sections 11.5.1 or 11.5.2 of this Agreement, SCPPA shall use its best efforts, to the extent reasonably possible and economically beneficial, to offer all non-Defaulting SCPPA Participants and third parties, for long-term or short-term sale as determined by SCPPA, Facility Output associated with such Project Rights and Obligations or to remarket or resell such Facility Output, or cause the same to be remarketed or resold; provided, however, that without eliminating Defaulting Purchaser's obligation to make payments under this Agreement (notwithstanding anything to the contrary in this Agreement),

including payment of SCPPA's costs and expenses related to such default and sale, such payment obligation shall be offset, mitigated and satisfied to the extent that payments are received by SCPPA from the remarketing or sale of Facility Output associated with Defaulting Purchaser's Project Rights.

11.5.4 If, at the time of any Coordinating Committee meeting, any of Defaulting Purchaser's Project Rights and Obligations are not conveyed, transferred and assigned as provided in Sections 11.5.1 or 11.5.2, the associated voting rights with respect to Defaulting Purchaser's Project Rights and Obligations shall be redistributed pro rata among the non-Defaulting SCPPA Participants, based upon the Participant Facility Output Share of such SCPPA Participant, so that the total voting rights remain at 100%.

11.5.5 Upon the termination, conveyance, transfer or assignment of a Defaulting Purchaser's Project Rights and Obligations pursuant to Section 11.4 and this Section 11.5, SCPPA shall make any necessary adjustments to the Participant Facility Output Shares set forth in Appendix B and give written notice thereof to the non-Defaulting SCPPA Participants. Such adjustments shall not require approval by the Coordinating Committee.

11.5.6 Except as provided in this Section 11.5 or otherwise in this Agreement, SCPPA may not convey, transfer or assign any SCPPA Participant's Rights and Obligations without the prior written consent of the SCPPA Participant.

11.6 Elimination or Reduction of Payment Obligations. Upon termination of Defaulting Purchaser's Project Rights pursuant to Section 11.4 and conveyance, transfer or assignment of Defaulting Purchaser's Project Rights and Obligations pursuant to Sections 11.5.1 or 11.5.2, Defaulting Purchaser's obligation to make payments under this Agreement (notwithstanding anything to the contrary in this Agreement) shall not be eliminated or reduced except to the extent of moneys received by SCPPA as a result of the conveyance, transfer and assignment of Defaulting Purchaser's Project Rights and Obligations, less SCPPA's related costs and expenses.

11.7 Use of Reserve Funds. With respect to a Payment Default by Purchaser, funds in the Reserve Funds may be used, to the extent necessary and to the extent available, to cover any deficiency with respect to any payment due by SCPPA attributable to Purchaser's participation in the Project.

11.8 Step-Up Invoices. Step-Up Invoices shall be issued in accordance with the provisions set forth below.

11.8.1 In the event of a Payment Default by one or more Defaulting SCPPA Participants, which is in existence following the Operating Reserve Depletion Date, SCPPA shall provide by the fifth Day of the Month following such Operating Reserve Depletion Date, a separate Step-Up Invoice to each non-Defaulting Participant that includes a charge equal to the non-Defaulting SCPPA Participant's pro rata share, based upon the Participant Facility Output Cost Shares of all non-Defaulting SCPPA Participants, of the amount of Monthly Costs reflected in the unpaid Billing Statements for the previous

Month for such Defaulting Purchaser). Notwithstanding the foregoing, the amount of each monthly Step-Up Invoice provided to a non-Defaulting Participant shall not exceed 100% of the aggregate amount of Monthly Costs that such non-Defaulting Participant was billed in its Billing Statement for the Month preceding such monthly Step-Up Invoice.

11.8.2 Step-Up Invoices shall be due and payable within twenty (20) Days of the receipt thereof, and payments to SCPPA with respect to Step-Up Invoices shall be separate from any other payments due under each SCPPA Participant's Power Sales Agreement, including but not limited to monthly Billing Statement payments.

11.9 Application of Moneys Received from Step-Up Invoices Relating to the Project. Moneys received by or on behalf of SCPPA from the payment of Step-Up Invoices relating to a Payment Default of a Participant shall be applied in the following manner.

11.9.1 All moneys received from the SCPPA Participants with respect to the amount of Monthly Costs as set forth in the Step-Up Invoices, shall be applied toward the Defaulting SCPPA Participant's Monthly Costs.

11.9.2 In the event a Participant pays less than the total amount of its Step-Up Invoice, such Participant shall be a Defaulting Participant and its partial payment shall be allocated first toward the Monthly Costs of the Defaulting SCPPA Participant.

11.10 Application of Moneys Received from Default Invoices. Moneys received by or on behalf of SCPPA from the payment of Default Invoices shall be credited on each non-Defaulting SCPPA Participant's next monthly Billing Statement or Billing Statements in an amount equal to the aggregate amount such non-Defaulting Participant paid as a result of Step-Up Invoices with respect to such Default Invoice, plus a pro-rata share, based upon the Participant Facility Output Cost Shares of the non-Defaulting SCPPA Participants, of the amount SCPPA received regarding late payment interest charges. In the event of a Defaulting Participant pays less than the full amount of its Default Invoice, the credit to each non-Defaulting Participant shall be adjusted in proportion to their Participant Facility Output Cost Shares.

11.11 Application of Moneys Received from Compliance Payments. Moneys received by or on behalf of SCPPA from a Defaulting SCPPA Participant that makes payments to remain in Compliance with respect to a Payment Default, associated with a Defaulting SCPPA Participant's payments to remain in Compliance, shall be credited on each non-Defaulting SCPPA Participant's next monthly Billing Statement(s) in an amount equal to the aggregate amount such non-Defaulting SCPPA Participant paid as a result of Step-Up Invoices with respect to such Compliance payment, plus a pro rata share, based upon the Participant Facility Output Cost Shares of the non-Defaulting SCPPA Participants, of the amount SCPPA received regarding late payment interest charges.

11.12 Application of Moneys Received from Sale of Facility Output. Moneys received by or on behalf of SCPPA from the sale of Facility Output related to a Defaulting SCPPA Participant's Project Rights and Obligations, as provided in Section 11.5.3 hereof, shall

be applied in the following manner in order:

11.12.1 SCPPA shall credit on each non-Defaulting SCPPA Participant's next monthly Billing Statement(s) an amount up to, but not in excess of, the aggregate amount paid to SCPPA by such non-Defaulting SCPPA Participant with respect to each such non-Defaulting SCPPA Participant's Step-Up Invoices.

11.12.2 Following consultation with the non-Defaulting SCPPA Participants, SCPPA shall determine the disposition of any moneys received that are in excess of the aggregate amount of related Step-Up Invoices paid by non-Defaulting SCPPA Participants. Unless the Coordinating Committee determines otherwise, or except as otherwise required by law, the Defaulting SCPPA Participant shall have no claim or right to any such monies.

11.13 [RESERVED]

12. CHARACTER, CONTINUITY OF SERVICE.

12.1 Outages, Interruptions and Curtailment of Energy Deliveries. The Power Purchase Provider or other counterparty may under certain conditions set forth in the applicable provisions of a Project Agreement or other applicable operating agreement, interrupt or curtail deliveries of Facility Output to Purchaser under prescribed circumstances pursuant to the applicable provisions of a Project Agreement or other applicable operating agreement. Should such an interruption or curtailment occur Purchaser shall be credited with such revenues as are credited or paid to SCPPA on Purchaser's behalf and shall be obligated to pay any costs incurred by SCPPA attributable to Purchaser which are payable by SCPPA pursuant to the Power Purchase Agreement or any other applicable Project Agreement. SCPPA or the Project Manager (if other than SCPPA) or SCPPA's agent will use its best efforts to apprise Purchaser of potential outages, interruptions or curtailments, the reason therefor and the probable duration thereof, when such outages, interruptions or curtailments can be deemed likely to occur.

12.2 Uncontrollable Forces. SCPPA shall not be required to provide, and SCPPA shall not be liable for failure to provide, Facility Output or other service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by Uncontrollable Forces or by the inability of the Power Purchase Provider or other applicable counterparty to obtain any required governmental permits, licenses or approvals to enable the Power Purchase Provider to acquire, administer or operate the Project; provided, however, that Purchaser shall not thereby be relieved of its obligations to make payments under this Agreement except to the extent SCPPA is so relieved pursuant to the Project Agreements.

13. [Reserved]

14. LIABILITY.

14.1 Participants' Obligations Several. Except as otherwise provided in Section 11 of this Agreement, Purchaser and each of the other SCPPA Participants shall be solely responsible and liable for performance under its respective Power Sales Agreement.

The obligation of Purchaser to make payments under this Agreement is a several obligation and not a joint obligation with those of the other SCPPA Participants under the other Power Sales Agreements to which such SCPPA Participants are parties.

14.2 No Liability of SCPPA, Directors, Officers, Etc. Each Party agrees that neither Party nor any of its directors, officers, employees and agents shall be liable to the other Party for loss of profits or direct or consequential loss or damage suffered by a Party as a result of the performance or non-performance (excluding gross negligence or willful misconduct which, unless otherwise agreed to by the Parties, are both to be determined and established by a court of competent jurisdiction in a final, non-appealable order)) of SCPPA or any of its directors, officers, employees or agents under this Agreement. To the fullest extent permitted by law, Purchaser releases SCPPA and its directors, officers, employees and agents from any claim or liability (whether negligent or otherwise) as a result of any actions or inactions of SCPPA under this Agreement. No such performance or non-performance by SCPPA shall relieve Purchaser from its obligations under this Agreement, including its obligation to make payments required under this Agreement, and such undisputed payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise. The provisions of this Section 14.2 shall not be construed so as to relieve SCPPA from any obligation under this Agreement.

14.3 Extent of Exculpation; Enforcement of Rights. The exculpation provision set forth in Section 14.2 hereof shall apply to all types of claims or actions including, but not limited to, claims or actions based on contract or tort. Notwithstanding the foregoing, Purchaser may protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of any obligations or duty of SCPPA and Purchaser shall at all times retain the right to recover, by appropriate legal proceedings, any amount determined to have been an overpayment by Purchaser in accordance with Section 7.4 hereof.

14.4 Indemnification for Claims of Retail Customers. Purchaser shall assume all liability for any claim, action or judgment, whether or not caused by negligence, arising out of or in connection with electric service to any of its retail customers caused by the operation or failure of operation of the Facility or any portion thereof, and shall indemnify and hold harmless SCPPA from any such claim, action or judgment (including reasonable attorneys' fees and other costs of defense).

14.5 Determination or Enforcement of Rights. Notwithstanding the provisions of Sections 14.2, 14.3 and 14.4 hereof, Purchaser or SCPPA may determine, protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of, or declaratory action with respect to, any obligation or duty hereunder or thereunder.

14.6 No Relief From Insurer's Obligations. Notwithstanding any provision in this Agreement to the contrary, including but not limited to the provisions in this Section 14, the provisions of this Section 14 shall not be construed or applied so as to relieve any insurer of its obligation to pay any insurance claims in accordance with any applicable insurance policy provided under the Project Agreements.

14.7 SCPPA Directors, Officers, Employees, Agents Not Individually Liable; No General

Liability of SCPPA. It is hereby recognized and agreed that no member of SCPPA's Board of Directors, officer, employee or agent of SCPPA or member of SCPPA in its capacity as a member of SCPPA shall be individually liable in respect of any undertakings by SCPPA under this Agreement. The undertakings by SCPPA under the Power Sales Agreements shall never constitute a debt or indebtedness of SCPPA within the meaning of any provision or limitation of the Constitution or statutes of the State of California and shall not constitute or give rise to a charge against its general credit.

15. RESTRICTIONS ON DISPOSITION.

15.1 Assignment. It is understood and agreed each SCPPA Participant (including Purchaser) may sell, assign or otherwise dispose of some or all of its Project Rights and Obligations to other SCPPA Participants or SCPPA members under the same terms and conditions as set forth in this Agreement, provided that each such other participating SCPPA member agrees in writing to be bound by the provisions of the Power Sales Agreement of the SCPPA Participant making such sale, assignment or other disposition. In the event of such a sale, assignment or other disposition, SCPPA shall revise Appendix B to reflect the new Participant Facility Output Share allocation and such revision to Appendix B shall not be considered an amendment to any Power Sales Agreement.

15.2 Restrictions on Elimination of Payment Obligations. No sale, assignment or other disposition of Purchaser's Project Rights and Obligations to any Person ("Assignee") shall release Purchaser from its payment obligations under this Agreement; provided, however, such payment obligations may be eliminated or reduced if the sale, assignment or other disposition is made pursuant to Section 15.1 of this Agreement, or if (i) such Assignee shall assume and agree in writing to fully perform and discharge the Project Rights and Obligations under its Power Sales Agreement, (ii) such Assignee shall have a corporate or long-term senior unsecured credit rating of A- or higher by S&P or A 3 or higher by Moody's, unless otherwise provided by the Board of Directors, and (iii) the Board of Directors, by resolution, determines to eliminate or reduce such payment obligations, which determination shall not be unreasonably withheld.

15.3 Restrictions on Disposition of Purchaser's Entire System. Purchaser shall not sell, lease or otherwise dispose of all or substantially all of its electric system to any Person ("Acquiring Entity") unless the Acquiring Entity shall assume and agree to fully perform and discharge the Project Rights and Obligations under this Agreement, and such Acquiring Entity shall have a corporate or long-term senior unsecured credit rating not less than investment grade.

15.4 Successors and Assigns. Subject in all respects to Sections 11 and 15 hereof, the Project Rights and Obligations under this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement.

16. EFFECTIVE DATE, TERM AND EXPIRATION.

16.1 Effective Date; Execution in Counterparts. This Agreement shall become effective on

the first Day when each and all of the following shall have occurred: (i) this Agreement shall have been duly executed and delivered by SCPPA and Purchaser, and (ii) the Power Purchase Agreement shall have been duly executed and delivered by SCPPA and the Power Purchase Provider. Once the Power Purchase Agreement has been executed and delivered as set forth above, SCPPA shall deliver a copy of the same to Purchaser. This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

16.2 Termination Conditions. This Agreement shall be effective upon satisfaction of the conditions set forth in Section 16.1 and shall extend for the term specified in Section 16.3 unless earlier terminated pursuant to an express provision of this Agreement; provided, however, that any obligation to make payments by Purchaser or SCPPA or any outstanding liability of Purchaser or SCPPA hereunder which either exists or may exist as of the date of termination of this Agreement, or which comes into existence at any future time as a result of any activity or transaction implemented under this Agreement, shall survive such termination.

16.3 Expiration. The term of this Agreement shall begin on the Day this Agreement becomes effective pursuant to Section 16.1 hereof. Unless terminated earlier pursuant to Section 16.4, the term of this Agreement shall expire on the date on which the Power Purchase Agreement is terminated and all obligation(s) of the parties under the Power Purchase Agreement have been fully satisfied or otherwise adequate provision for satisfaction of such obligation(s) have been made and no other such obligation(s) under the Power Purchase Agreement is outstanding; provided, however, that in no event shall the term of this Agreement expire so long as the Power Purchase Agreement is of any force or effect.

16.4 Termination of Agreement before Expiration Date. Notwithstanding the expiration date set forth in Section 16.3 hereof, this Agreement shall terminate on the date, if any, by which SCPPA notifies Purchaser that this Agreement is superseded as a result of Purchaser having (i) succeeded to SCPPA's rights through another agreement or agreements, or (ii) entered into a replacement power sales agreement or other agreement with SCPPA. The purchase price and consideration to be paid to SCPPA by Purchaser with respect to any such superseding arrangement shall consist of the payments and satisfaction of all obligations by Purchaser under and pursuant to this Agreement prior to the effective date of the superseding arrangement plus any remaining costs or obligations incurred by SCPPA in connection with the Project.

16.5 Final Distribution of Reserve Fund. Following the expiration or earlier termination of this Agreement, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the SCPPA Participating Members under this Agreement and upon satisfaction of all remaining costs and obligations of SCPPA under this Agreement and in connection with the Facility, any amounts then remaining in the Reserve Fund shall be paid to the SCPPA Participating Member pro rata in accordance with their respective Participant Facility Output Share.

17. SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision

hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless a court holds that the provisions are not separable from all other provisions of this Agreement.

18. **REPRESENTATION AND GOVERNING LAW.** The Parties acknowledge that each Party was represented by counsel in the negotiation and execution of this Agreement. This Agreement was made and entered into in the County of Los Angeles, California, and shall be governed by, interpreted and enforced in accordance with the laws of the State of California. All litigation arising out of, or relating to this Agreement, shall be brought in a State or Federal court in the County of Los Angeles, State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens.*

19. **ARBITRATION AND ATTORNEYS' FEES.** If a dispute arises between the Parties which the Coordinating Committee or the Board of Directors is unable to resolve, the Parties may by mutual agreement submit the dispute to mediation or non-binding arbitration. With respect to any such dispute the Parties agree that each Party shall bear its own attorneys' fees and costs. Notwithstanding the foregoing, Purchaser and SCPPA recognize and agree that SCPPA's attorneys' fees associated with any matter relating to the Project or this Agreement, including any dispute relating thereto, shall constitute a Project cost which shall be allocated and billed as set forth in Sections 4 and 7 of this Agreement.

20. **CONDITIONS TO TERMINATION OR AMENDMENT.** Except for a reduction or termination pursuant to Section 21 of this Agreement, neither Party may terminate this Agreement without the prior written consent of the other SCPPA Participants. The Project-related power sales agreements of any SCPPA Participant may not be amended so as to provide terms and conditions materially different from the Project-related power sales agreements of the other SCPPA Participants, unless the SCPPA Participant seeking the amendment obtains a written consent or waiver of the other SCPPA Participants.

21. **NOTICES.** Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

Southern California Public Power Authority
Attention: Executive Director
1160 Nicole Court
Glendora, California 91740

City of Colton
Colton Electric Utility.
Attention: David Kolk, Electric Utility Director
650 N. La Cadena Drive
Colton, California 92324

22. **AMENDMENTS.** The Parties acknowledge and agree that any amendment to this Agreement shall be in writing and duly executed by the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed on their respective behalves by their duly authorized representatives.

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

By: _____
Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

_____
Daniel S. Hashimi
Senior Assistant General Counsel

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____

APPENDIX A

DEFINITIONS

The following terms, whether in the singular or the plural, and initially capitalized, shall have the meanings specified below:

1. Act. All of the provisions contained in the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, beginning at California Government Code Section 6500 et seq., as amended from time to time.

2. Ancillary Documents. "Ancillary Documents" shall mean the Ancillary Documents as defined in the Power Purchase Agreement.

3. Annual Budget. The budget adopted by SCPPA pursuant to Section 5.4.1 of this Agreement not less than thirty (30) Days nor more than sixty (60) Days prior to the beginning of each Power Supply Year, including any amendments thereto, which shall show a detailed estimate of the Total Power Costs under this Agreement and all credits, charges, revenues, income, or other funds to be applied to such costs, for and applicable to such Power Supply Year.

4. Balancing Agent. "Balancing Agent" shall have the meaning set forth in Section 9.5.

5. Billing Statement. The written statement prepared or caused to be prepared each Month by, or on behalf of, SCPPA which shall be based upon certain of the information in the Annual Budget and shall show for such Month the amount to be paid to SCPPA by Purchaser in accordance with the provisions of Section 7 of this Agreement.

6. Board of Directors. The Board of Directors of the Southern California Public Power Authority.

7. Capacity Rights. "Capacity Rights" shall have the definition set forth in the Power Purchase Agreement.

8. Commercial Operation. "Commercial Operation" shall have the definition set forth in the Power Purchase Agreement.

9. Compliance. Following a Payment Default, the Defaulting Purchaser shall be in compliance with its payment obligations under this Agreement if it (i) no later than the last Day of the Cure Period fully pays all amounts owed as reflected in any Default Invoice; (ii) pays any monthly Billing Statement which comes due during the Cure Period; and (iii) replenishes any reduction made to the Reserve Funds as a result of any Payment Default.

10. Consent Agreements. All consents to assignments and all agreements relating thereto entered into with any lender, financial institution or other Person for the purpose of consenting to the assignment of the rights or securing the obligations of the Power Purchase Provider under the Power Purchase Agreement, and all consents or agreements relating to a Change in Control (as defined in the Power Purchase Agreement) under Section 14.7(e) of the Power Purchase Agreement.

11. Cure Period. That period of time beginning on the date of a Payment Default and concluding

thirty (30) Days thereafter.

12. Cured Payment Default. A Payment Default which has been cured in accordance with Section 11.3 of this Agreement. If at any time during the Cure Period the Defaulting Purchaser is in Compliance, then the requirements of a Cured Payment Default shall be deemed to have been satisfied as of the date of receipt of such payments by SCPPA and the Cure Period shall expire.

13. Daily Delay Damages. Daily Delay Damages shall have the definition set forth in the Power Purchase Agreement.

14. Day. "Day" means calendar Day unless otherwise specified herein.

15. Default Invoice. An invoice during the Payment Default Period and the Cure Period issued to the Defaulting Purchaser pursuant to Section 11 of this Agreement that identifies the total defaulted amount owed, including late payment interest, to achieve a Cured Payment Default. During the Cure Period, the Default Invoice shall also include the amount that must be paid to achieve Compliance.

16. Defaulting Purchaser. "Defaulting Purchaser" means Purchaser, where Purchaser has caused a Payment Default under Section 11.1 of this Agreement that has not been remedied or cured.

17. Defaulting SCPPA Participant. A Participant (not including Purchaser) that causes a Payment Default under its Power Sales Agreement that has not been remedied and where the Defaulting Participant has not been remedied or cured.

18. Delivery Output Cost Component. "Delivery Output Cost Component" is defined in Section 4.3.1.

19. Dynamic Scheduling. "Dynamic Scheduling" shall mean the automated scheduling of Energy from the Point of Delivery to Purchaser's control area or electric system, provided that said dynamic schedules adjust at four second intervals, or other intervals as specified by WECC, to match the amount of Energy actually delivered to the Point of Delivery from the Facility.

20. Energy. "Energy" shall have the same definition as in the Power Purchase Agreement.

21. Environmental Attributes. "Environmental Attributes" shall have the definition set forth in the Power Purchase Agreement.

22. Facility. "Facility" shall have the same definition as the Power Purchase Agreement.

23. Facility Output. All output, rights, and other tangible or intangible benefits derived from the Facility, whatsoever, including without limitation all Energy, Environmental Attributes and Capacity Rights, whether received by SCPPA under or pursuant to the Power Purchase Agreement or other applicable Project Agreement.

24. Fiscal Year. The twelve-month period commencing at 12:01 a.m. on July 1 of each year and ending at 12:01 a.m. on the following July 1, or such other time frame as determined by the Board of Directors.

25. Force Majeure. "Force Majeure" shall have the definition set forth in the Power Purchase

Agreement.

26. Guaranteed Generation. "Guaranteed Generation" shall have the meaning provided in the Power Purchase Agreement.

27. Initial Payment Default Date. The earlier of (i) the end of the fifth Day following the first Payment Default for which no remedy in payment has occurred and been received by SCPPA, or (ii) the last Day of the Month in which the first Payment Default has occurred for which no remedy in payment has occurred and been received by SCPPA.

28. Joint Powers Agreement. The "Southern California Public Power Authority Joint Powers Agreement" dated as of November 1, 1980, as amended and modified from time to time, entered into pursuant to the provisions of the Act, among SCPPA and its members.

29. Month. A calendar month.

30. Monthly Costs. "Monthly Costs" is defined in Section 4.5.

31. Moody's. "Moody's" shall mean Moody's Investor Services, Inc.

32. Operating Budget. The operating budget approved by the Board of Directors which shall show a detailed estimate of Total Power Costs for a Power Supply Year and all revenues, income or other funds to be applied to Total Power Costs for and applicable to such Power Supply Year.

33. Operating Reserve Depletion Date. The date that is two Months prior to the date on which SCPPA anticipates, assuming continued Payment Defaults by the Defaulting Purchaser, that the moneys in the operating reserve account held at any time by SCPPA will be fully depleted; provided, however, if as of the date on which a Payment Default occurs SCPPA determines that the moneys in the operating reserve account held by SCPPA will be fully depleted in less than two Months (or currently are fully depleted), then the Operating Reserve Depletion Date shall be deemed to have occurred when such a Payment Default occurs.

34. Participant Facility Output Cost Share. With respect to a particular SCPPA Participant, the percentage of SCPPA costs under this Agreement payable by such SCPPA Participant, as set forth for such Participant in Appendix B of this Agreement.

35. Participant Facility Output Share. With respect to a particular Participant and during each Power Supply Year, the percentage entitlement, as set forth for such Participant in Appendix B of this Agreement, of the Facility Output delivered at the Point of Delivery.

36. Payment Default. A failure by the Purchaser to pay when due all of its Billing Statement for any Month.

37. Payment Default Period. That period of time beginning on the initial date of a Payment Default and ending thirty (30) Days following a notice of default as provided in accordance with Section 11.2 hereof.

38. Person. "Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government or other political subdivision.

39. Point of Delivery. Point of Delivery shall have the definition set forth in the Power Purchase Agreement.

40. Power Purchase Agreement. The Power Purchase Agreement between Southern California Public Power Authority and ORNI 50, LLC, dated as of October 18, 2018, attached hereto as Appendix C, as the same may be amended from time to time.

41. Power Purchase and Security Agreements. The Power Purchase Agreement, the Ancillary Documents, and all other agreements associated with the Facility. The Power Purchase and Security Agreements shall also include any instrument or form of security which affords any opportunity for the purchase of the Facility or acquisition, whether through foreclosure or otherwise, including any mortgage, lease, assignment, beneficial interest, collateral instrument or other device or mechanism providing for the ability to acquire the Facility.

42. Power Purchase Agreement General and Administrative Cost Component. "Power Purchase Agreement General and Administrative Cost Component" is defined in Section 4.3.2.

43. Power Purchase and Security Agreements Cost Component. "Power Purchase Cost Component" is defined in Section 4.3.5.

44. Power Purchase Provider. ORNI 50 LLC, as the counterparty to SCPPA under the Power Purchase Agreement, and any other entity named under any applicable operating agreement to operate or otherwise run or manage the Facility, along with each of their successors, or any successors or assigns to the rights of these entities.

45. Power Supply Year. The Fiscal Year, except that the first Power Supply Year shall begin on the first to occur of (i) the date SCPPA is obligated to pay any portion of the costs of the Project, (ii) the date of Commercial Operation of the Facility, or (iii) the date of the first delivery of Energy to Purchaser pursuant to this Agreement. The first Power Supply Year shall end on the last Day of the then current Fiscal Year.

46. Project. The term "Project" means the Casa Diablo IV Geothermal Project, and shall be broadly construed to entail the aggregate of rights, liabilities, interests and obligations of SCPPA pursuant to the Power Purchase Agreements and the other Project Agreements, including but not limited to all associated rights, liabilities, interests and obligations; provided, that for purposes of this Agreement it shall be limited to those rights, liabilities, interests and obligations acquired or undertaken by SCPPA in the Power Purchase Agreement and the Project Agreements associated with that agreement. The term Project shall also include those rights, liabilities, interests or obligations necessary or appropriate to carry out the functions specified in Section 6 and to utilize or deliver the Energy of the Facility as specified in Section 9.

47. Project Agreements. Insofar as they pertain to this Project, any project management agreement, the Power Sales Agreements, each of the Power Purchase Agreement, the Ancillary Documents or any other contracts for the purchase, procurement, delivery or transmission of Facility Output, or any other agreements for scheduling, dispatching, exchanging, tagging, movement or transmission of Facility Output, or agreements to which SCPPA is a party relating to the administration or management of the Project.

48. Project Manager. SCPPA in its capacity as Project Manager or a designee or designees appointed by SCPPA to carry out SCPPA's responsibilities as Project Manager under this Agreement.

49. Project Rights. All rights and privileges of the Purchaser under this Agreement, including but not limited to its right to receive its Participant Facility Output Share under this Agreement.

50. Project Rights and Obligations. The Purchaser's Project Rights and obligations under the terms of this Agreement.

51. Reserve Fund Cost Component. "Reserve Fund Cost Component" is defined in Section 4.3.4.

52. Reserve Funds. Those reserve accounts deemed appropriate to afford a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.

53. S&P. "S&P" shall mean Standard & Poor's Financial Services LLC.

54. SCPPA Participants. Those entities that have executed a power sales agreement for the Project, together in each case with each entity's successors or assigns, identified as "SCPPA Participants" in Appendix B of this Agreement.

55. Shortfall Damages. "Shortfall Damages" shall mean "Shortfall Liquidated Damages" as defined set forth in the Power Purchase Agreement

56. Test Energy. "Test Energy" shall have the definition set forth in the Power Purchase Agreement.

57. Step-Up Invoice. An invoice sent pursuant to Section 11.8.1 to a non-Defaulting Participants a result of one or more Payment Defaults, which invoice shall separately identify any amount owed with respect to the monthly Billing Statement of one or more Defaulting SCPPA Participants for Total Power Costs reflected in the Defaulting SCPPA Participant(s) unpaid monthly Billing Statement.

58. Supplementary Services. Those services in connection with the delivery of Energy involving additional transmission, interconnection arrangements, energy management, firming, shaping, energy balancing, dispatching, tagging, scheduling, Dynamic Scheduling, transmitting, interconnecting, swapping, exchanging or other services associated with the transmission, use or disposition of Facility Output to be utilized by the Purchaser under this Agreement, and to otherwise provide for delivery and facilitate the disposition, movement, taking, receiving, accounting for, transferring and crediting the transfer of Facility Output from the Point of Delivery to any other points or destinations, as determined by the Purchaser. Supplementary Services include but are not limited to delivery point swaps, stranded energy/transmission curtailments, tiepoint liquidity improvement, transmission loss savings, tiepoint price spread optimization, on-peak/off-peak exchanges, peak shifting exchanges, seasonal exchanges, and both simultaneous or non-simultaneous green energy exchanges.

59. Supplementary Services Cost Component. "Supplementary Services Cost Component" is defined in Section 4.3.3.

60. Total Power Costs. "Total Power Costs" has the meaning described in Section 4.3.

61. Transmission System. "Transmission System" shall have the meaning set forth in the Power Purchase Agreement.

62. Uncontrollable Forces. Any Force Majeure event and any cause beyond the control of any Party, and which by the exercise of due diligence such Party is unable to prevent or overcome, including but not limited to, failure or refusal of any other Person to comply with then existing contracts, an act of God, fire, flood, explosion, earthquake, strike, sabotage, pestilence, an act of the public enemy (including terrorism), civil or military authority including court orders, injunctions and orders of governmental agencies with proper jurisdiction or the failure of such agencies to act, insurrection or riot, an act of the elements, failure of equipment, a failure of any governmental entity to issue a requested order, license or permit, inability of any Party or any Person engaged in work on the Project to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers. Notwithstanding the foregoing, Uncontrollable Forces as defined herein shall also include events of Force Majeure pursuant to the Power Purchase Agreement, as defined therein.

63. WECC. The Western Electricity Coordinating Council or its successor.

APPENDIX B*

CASA DIABLO IV GEOTHERMAL PROJECT
POWER SALES AGREEMENT

SCHEDULE OF SCPPA PARTICIPANTS,
PARTICIPANT FACILITY OUTPUT SHARES,
PARTICIPANT FACILITY OUTPUT COST SHARES

PARTICIPANTS	PARTICIPANT FACILITY OUTPUT SHARES	PARTICIPANT FACILITY OUTPUT COST SHARES
City of Banning	25%	25%
City of Colton	75%	75%
TOTAL	100.00%	100.00%

* Appendix B may be revised in accordance with the provisions of Section 10.2 of this Agreement.

APPENDIX C

POWER PURCHASE AGREEMENT

MAMMOTH CASA DIABLO IV ENERGY PROJECT

POWER PURCHASE AGREEMENT

BETWEEN

ORNI 50 LLC

AND

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DATED AS OF OCTOBER 18, 2018

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POWER PURCHASE AGREEMENT

BETWEEN

ORNI 50 LLC

AND

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

THIS POWER PURCHASE AGREEMENT (this "**Agreement**") is dated as of the18th day of October, 2018, and entered into by and between the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California and created under the provisions of the Act and the Joint Powers Agreement ("***Buyer***"), and ORNI 50 LLC, a limited liability company organized and existing under the laws of the State of Delaware ("**Seller**"). Each of Buyer and Seller is referred to individually in this Agreement as a "**Party**" and together they are referred to as the "**Parties**."

RECITALS

WHEREAS, Buyer's members have adopted or are adopting policies to comply with the California Renewable Energy Resources Act that are designed to increase the amount of energy that they provide to their retail customers from eligible renewable energy resources; and

WHEREAS, on January 3, 20017, Buyer issued a request for proposals to acquire renewable energy resources; and

WHEREAS, Seller's parent company, on behalf of Seller, responded to the request for proposals, and following negotiation, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain renewable energy and associated environmental attributes; and

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which those sales and purchases shall be made.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements herein set forth the Parties agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The following terms in this Agreement and the appendices hereto have the following meanings when used with initial capitalized letters:

"**Act**" means all of the provisions contained in the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, beginning at California Government Code Section 6500 *et seq*.

"**Additional Project**" has the meaning set forth in Section 3.10.

"**Affiliate**" means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with such Person. As used in this Agreement, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or activities of a Person, whether through ownership of voting securities, by contract, or otherwise.

"**Agreement**" has the meaning set forth in the preamble of this Agreement.

"**Agreement Term**" has the meaning set forth in Section 2.2.

"**Alternate Capacity**" has the meaning set forth in Section 10.4(a).

"**Ancillary Documents**" means the Buyer Ancillary Documents and the Seller Ancillary Documents.

"**ASME**" means American Society of Mechanical Engineers.

"**Assumed Daily Deliveries**" has the meaning set forth in Section 13.3(c).

"**ASTM**" means American Society for Testing and Materials.

"**Authorized Auditors**" means representatives of Buyer who are authorized to conduct audits on behalf of Buyer.

"**Authorized Representative**" means, with respect to each Party, the Person designated as such Party's authorized representative pursuant to Section 14.1.

"**AWS**" means American Welding Society.

"**Bankruptcy**" means any case, action, or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency, or receivership law or any dissolution or liquidation proceeding commenced by or against a Person and, if a case, action, or proceeding is not commenced by that Person, then a case or proceeding that is consented to or acquiesced in by such Person or that results in an order for relief or that remains undismissed for sixty (60) days.

"**Brown Act**" has the meaning set forth in Section 14.21(d).

"**Business Day**" means any day that is not a Saturday, a Sunday, or a day on which commercial banks are authorized or required to be closed in Los Angeles, California or New York, New York.

"**Buyer**" has the meaning set forth in the preamble of this Agreement.

"**Buyer Ancillary Documents**" all instruments, agreements, certificates, and documents executed by Buyer pursuant to this Agreement.

"**Buyer's Capacity Share**" means a percentage equal to (a) twenty (20) MW, divided by (b) the Total Nominal Capacity Net of Parasitic Load, in MW; provided that if the Total Nominal Capacity Net of Parasitic Load, in MW is equal to or less than twenty (20) MW, then Buyer's Capacity Share will be one-hundred percent (100.0%).

"**Buyer's Energy Share**" means, for each settlement interval, a percentage equal to (a) Facility Energy for such interval, minus Excess Energy for such interval, divided by (b) Facility Energy for such interval.

"**Buyer's Member**" means any member of Buyer that has entered into the Joint Powers Agreement.

"**Buyer's Participating Member**" means any Buyer Member that has executed a separate agreement with Buyer to purchase energy delivered to Buyer under Agreement.

"**CAISO**" means the California Independent System Operator Corporation.

"**CAISO Controlled Grid**" means the system of transmission lines and associated facilities and entitlements of the participating transmission owners that have been placed under the CAISO's operational control.

"**CAISO Costs**" means (a) all current and future costs, expenses, fees, charges, credits and other amounts assessed by the CAISO to Seller or to Buyer in connection with the Facility and (b) any and all costs, expenses, fees, charges and other amounts incurred in connection with performing Scheduling services, settlement services and serving as the Scheduling Coordinator. For the avoidance of doubt, CAISO Costs include any and all fees, costs and charges that come into existence for integration of the Facility into the CAISO Grid and any deviation or imbalance costs, expenses and charges.

"**CAISO Resource ID**" means the "Resource ID" as defined in the CAISO Tariff consisting of identification characters assigned by the CAISO to the Facility.

"**CAISO Revenues**" means the revenues, benefits, credits and other profits directly assigned by the CAISO to the CAISO Resource ID, or its successor CAISO-Resource ID, which shall only contain CAISO Revenues specifically associated with Facility Energy.

"**CAISO Revenue Credit**" has the meaning set forth in Section 7.2.

"**CAISO Tariff**" means the CAISO FERC Electric Tariff, Fifth Replacement Volume, including the rules, protocols, procedures and standards attached thereto and any replacement thereof or successor thereto in effect.

"**CAISO True-Up**" means the CAISO's recalculation of a Settlement Statement related to the Facility in accordance with the CAISO Tariff.

"**California Public Utilities Code**" means the Public Utilities Code of the State of California, as may be amended from time to time.

"**CAMD**" means the Clean Air Markets Division of the United States Environmental Protection Agency and any other state, regional, or federal or intergovernmental entity or Person that is given authorization or jurisdiction or both over a program involving the registration, validation, certification, or transferability of Environmental Attributes.

"**Capacity Rights**" means the rights, whether in existence as of the Effective Date or arising hereafter during the Agreement Term, to capacity, RAR Attributes, resource adequacy, local capacity attributes, or reserves associated with the electric generating capability of the Facility, including the right to resell such rights.

"**CEC**" means California's State Energy Resources Conservation and Development Commission, also known as the California Energy Commission, and any successor agency thereto.

"**CEC Certified**" means that the CEC has certified that the Facility is an eligible renewable energy resource in accordance with California Public Utilities Code Section 399.12(e) and the guidelines adopted by the CEC, as amended from time to time, and any successor statute.

"**CEC Performance Standard**" means, at any time, the applicable greenhouse gas emissions performance standard in effect at such time for baseload electric generation facilities that are owned or operated (or both) by local publicly owned electric utilities, or for which a local publicly owned electric utility has entered into a contractual agreement for the purchase of power from such facilities, as established by the CEC or other Governmental Authority having jurisdiction over Buyer.

"**CEQA**" means the California Environmental Quality Act, Public Resources Code §§ 21000, et seq., as amended from time to time, and any successor statute.

"**CEQA EIR**" means a final environmental impact report (or equivalent document) for the Facility certified by the lead agency conducting the review of the Facility.

"**Change in Control**" means the occurrence, whether in a single transaction or in a series of related transactions at any time during the Agreement Term of any one or more of the following: (i) a merger or consolidation of Seller, or any Upstream Equity Owner, with or into any other Person or any other reorganization in which the members of Seller or such Upstream Equity Owner (A) immediately prior to such consolidation, merger, or reorganization, own less than fifty percent (50%) of the equity ownership of the surviving entity or (B) cease to have the power to control the management and policies of the surviving entity immediately after such consolidation, merger, or reorganization, (ii) any transaction or series of related transactions in which in excess of fifty percent (50%) of the equity ownership of Seller or of any Upstream Equity Owner, or the power to control the management and policies of Seller or any Upstream Equity Owner, is transferred to another Person, (iii) a sale, lease, or other disposition of all or substantially all of the assets of any Upstream Equity Owner, (iv) the dissolution or liquidation of any Upstream Equity Owner, or (v) any transaction or series of related transactions that has the substantial effect of any one or more of the foregoing, provided, however, that a Change in

Control does not include any transaction or series of transactions in which the membership interests in or assets of Seller or any Upstream Equity Owner are issued or transferred to another Person solely for the purpose of a Tax Equity Financing; and provided, further, that a Change in Control does not include any transaction or series of transactions in which the membership interests in or assets of Seller or any Upstream Equity Owner are issued or transferred to any other Person that is, at the time of the transfer and immediately thereafter, directly or indirectly wholly-owned by Ormat Nevada Inc. Seller shall provide written notice to Buyer prior to the occurrence of any Change in Control in accordance with Section 14.7.

"**Change in Law**" means a change to any federal, state, local or other law (including any environmental law, EPS Law or RPS Law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority, including the adoption of any new law, resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval, or a change to any WREGIS standards, rules, or requirements.

"**Commercial Operation**" means all of the following have occurred:

(a) Construction of the Facility has been completed in accordance with the terms and conditions of this Agreement, "substantial completion" under the relevant construction contracts has been achieved, and the Facility possesses all of the characteristics and satisfies all of the requirements set forth for the Facility in this Agreement and for delivery of Facility Energy to the Point of Delivery;

(b) The Facility has successfully completed all testing and commissioning required by Prudent Utility Practices, each Requirement of Law, and the material recommendations of manufacturers and suppliers from whom Seller procured equipment or materials for the Facility in order to operate the Facility;

(c) Subject to the provisions of Section 3.5, Seller has delivered to Buyer a certificate of the Independent Engineer substantially in the form attached hereto of Appendix L;

(d) The Facility (including the Facility Energy and associated Environmental Attributes) is RPS Compliant and EPS Compliant;

(e) The Facility is operating in accordance with all Requirements of Law and has demonstrated (i) the sustained operation of the generating facility for at least 5 consecutive hours at a delivery rate of at least 20 MW (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery) as measured by the Electric Metering Devices, as adjusted to reflect nominal resource temperature and flow rates and other environmental conditions, and (ii) the delivery of Energy equal to at least 2400 MWh during a period of 120 consecutive hours (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery) as measured by the Electric Metering Devices, as adjusted to reflect nominal resource temperature and flow rates and other environmental conditions;

(f) Seller has obtained and maintained all Permits (including the CEQA/NEPA Determinations) required for the construction, operation and maintenance of the Facility and the sale of Facility Energy to Buyer, each in accordance with this Agreement, including the Permits identified in Appendix B, and all such Permits are final and in full force and effect;

(g) Seller has obtained and maintained the Insurance;

(h) Seller has delivered to Buyer the Delivery Term Security;

(i) Seller has entered into transmission and interconnection agreements with Transmission Providers pursuant to which it has obtained Facility Transmission Rights and Interests as necessary for the delivery of the Facility Energy to the Point of Delivery;

(j) Seller shall have delivered to Buyer copies of the Leases for the Facility described in Section 7 of Appendix B;

(k) The Facility has been pre-certified by the CEC;

(l) Seller has caused GeothermEx, a division of Schlumberger Inc., or another qualified geothermal energy consultant satisfactory to Buyer in its reasonable discretion, to furnish to Buyer its opinion stating, with a confidence level of at least ninety (90%) percent, that the geothermal production wells of the Facility are capable of supporting operation of the Facility on a sustained basis for the delivery of Facility Energy to the Point of Interconnection at the rate of at least 20 MW declining yearly by not more than one half percent (0.5%) for the duration of the Delivery Term.

"**Commercial Operation Date**" means the date on which Commercial Operation occurs, as determined pursuant to Section 3.5.

"**Confidential Information**" has the meaning set forth in Section 14.21.

"**Construction Start Date**" means the later to occur of the date on which Seller delivers to Buyer (a) a copy of the Notice to Proceed that Seller has delivered to the EPC Contractor for the beginning construction of the power block for the Facility, and (b) a written Certification substantially in the form attached hereto as Appendix J.

"**Contract Year**" means (i) the twelve (12) month period beginning on the Commercial Operation Date and ending on the first anniversary of the Commercial Operation Date, and (ii) each succeeding period of twelve (12) consecutive months following the period described in the preceding clause (i).

"**Costs**" has the meaning set forth in Section 13.3(f).

"**CPRA**" has the meaning set forth in Section 14.21(d).

"**CPUC**" means the California Public Utilities Commission and any successor thereto.

"**CPUC Performance Standard**" means, at any time, the greenhouse gas emission performance standard in effect at such time for baseload electric generation facilities owned or operated (or both) by load-serving entities and not local publicly-owned electric utilities, as established by the CPUC or other Governmental Authority under the EPS Law.

"**Curtailed Energy**" has the meaning set forth in Section 4.2

"**Default**" has the meaning set forth in Section 13.1.

"**Defaulting Party**" has the meaning set forth in Section 13.1.

"**Daily Delay Damages"** has the meaning set forth in Section 3.8(d).

"**Delivered Energy**" means the MWh of Facility Energy delivered by Seller for receipt by Buyer at the Point of Delivery.

"**Delivery Term**" has the meaning set forth in Section 2.2.

"**Delivery Term Security**" has the meaning set forth in Section 6.9(b).

"**Designated RA Capacity**" means, for a given period of time, the greater of (a) Buyer's Capacity Share in MW of the RA Capacity that is available from the Facility and (b) 20MW of RA Capacity for such period of time.

"**Dispute**" has the meaning set forth in Section 14.3.

"**Dispute Notice**" has the meaning set forth in Section 14.3.

"**Downgrade Event**" means any event that results in a Person failing to meet the credit requirements of a Qualified Issuer, or the commencement of involuntary or voluntary bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar proceeding (whether under any present or future statute, law, or regulation) with respect to such Person.

"**Early Termination Date**" has the meaning set forth in Section 13.3(a).

"**EEI**" means Edison Electric Institute.

"**Effective Date**" has the meaning set forth in Section 2.1.

"**Electric Metering Devices**" means all meters, metering equipment, and data processing equipment used to measure, record, or transmit data relating to Facility Energy. Electric Metering Devices include the metering current transformers and the metering voltage transformers.

"**Energy**" means electrical energy.

"**Environmental Attributes**" means RECs, and any and all other current or future credits, benefits, emissions reductions, offsets or allowances, howsoever entitled, named,

registered, created, measured, allocated or validated (a) that are at any time recognized or deemed of value (or both) by Buyer, applicable law, or any voluntary or mandatory program of any other Governmental Authority or other Person and (b) that are attributable to (i) generation by the Facility during the Delivery Term required to be delivered by Seller to Buyer during the Delivery Term and (ii) the emissions or other environmental characteristics of such generation or its displacement of conventional or other types of Energy generation. Environmental Attributes include any of the aforementioned arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, carbon, or any other greenhouse gas or chemical compound, particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the "***UNFCCC***"), the Kyoto Protocol to the UNFCCC, California's greenhouse gas legislation (including RPS Law and California Assembly Bill32 (Global Warming Solutions Act of 2006) and any regulations implemented pursuant to that act, including any compliance instruments accepted under the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations of the California Air Resources Board or any successor regulations thereto) or any similar international, federal, state or local program or crediting "early action" with a view thereto, laws or regulations involving or administered by the CAMD and all Environmental Attribute Reporting Rights, including all evidences (if any) thereof such as renewable energy certificates of any kind. Environmental Attributes for purposes of this definition are separate from the Facility Energy produced from the Facility. Notwithstanding any other provision hereof, Environmental Attributes does not include (A) any state or federal production tax credits or investment tax credits, providing a tax benefit to Seller or a Tax Equity Investor based on ownership or operation of the Facility or the output thereof, (B) any other depreciation deductions or tax benefits based on ownership or operation of the Facility or the output thereof, or (C) any state, federal or private cash payments or grants or other financial incentives relating in any way to the Facility, the output thereof or any state or federal production tax credits or investment tax credits.

"**Environmental Attribute Reporting Rights**" means all rights to report ownership of the Environmental Attributes to any Person under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state, or local law, regulation, or bill, or otherwise.

"**Environmental Documents**" has the meaning set forth in Section 3.1.

"**EPA**" means the United States Environmental Protection Agency and any successor agency.

"**EPC Contract**" means the Seller's engineering, procurement and construction contract with the EPC Contractor.

"**EPC Contractor**" means an engineering, procurement, and construction contractor, or if not utilizing an engineering, procurement and construction contractor, the entity having lead responsibility for the management of overall construction activities, selected by Seller, with substantial experience in the engineering, procurement, and construction of power plants of the same type of facility as the Seller's, which may be an Affiliate of Seller.

"**EPS Compliant**," when used with respect to the Facility or any other facility at any time, means that the facility satisfies both the CPUC Performance Standard and the CEC Performance Standard in effect at the time; provided, if it is impossible for the facility to satisfy both the CPUC Performance Standard and the CEC Performance Standard in effect at any time, the facility shall be deemed EPS Compliant if it satisfies the CEC Performance Standard in effect at the time and those portions of the CPUC Performance Standard in effect at the time that it is possible for the facility to satisfy while at the same time satisfying the CEC Performance Standard in effect at the time.

"**EPS Law**" means Sections 8340 and 8341 of the California Public Utilities Code as amended from time to time or any successor statute.

"**Excess Energy**" means (a) the portion of the Facility Energy for any hour that is in excess of the Maximum Generation for such hour, and (b) the portion of the Facility Energy for any Contract Year that is in excess of the Maximum Generation for such Contract Year.

"**Facility**" means the geothermal powered electric generating plants complex, including the well fields, the Leases, rights of way, easements and all related property, equipment, facilities, improvements and rights and interests, and shall include the Facility Transmission Rights and Interests, as described in Appendix B.

"**Facility Energy**" means (i) Energy generated by the Facility, less Parasitic Load and other electrical losses occurring prior to the Point of Delivery, and (ii) the Energy generated by the Facility that constitutes such Facility Energy as provided in Section 8.6(b).

"**Facility Lender**" means any lender providing senior or subordinated construction, interim or long-term debt or equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, including any equity and tax investor providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller or its Affiliates, and any trustee or agent acting on their behalf, and any Person providing interest rate protection agreements to hedge any of the foregoing debt obligations. Facility Lender includes any lender providing Performance Security under this Agreement.

"**Facility Transmission Rights and Interests**" means the rights and interests of Seller to use the capacity of and Schedule Facility Energy over the Transmission System, including associated interconnection facilities, providing Transmission Services to the Point of Delivery and including such Facility Transmission Rights and Interests as provided in Appendix B.

"**FERC**" means the Federal Energy Regulatory Commission.

"**Financing Documents**" has the meaning set forth in Section 14.7(f).

"**Firm Transmission**" means Transmission Services to or from the Point of Delivery that cannot be curtailed within an operating hour for economic reasons or for higher priority transmission; provided that if Seller or Buyer, as applicable, uses commercially reasonable efforts to obtain Transmission Services meeting the foregoing criterion but is unable to obtain such Transmission Services notwithstanding such efforts, Firm Transmission shall be the most

reliable Transmission Services available to Seller or Buyer, as applicable, for the transmission of Energy from the Facility to or from such Point of Delivery.

"**Force Majeure**" has the meaning set forth in Section 14.6(b).

"**Force Majeure Cure Period**" means a specified number of months following the end of a Force Majeure Trigger Period, calculated as follows:

Force Majeure Cure Period (in months) = [1 – (A/B)] x C

Where:

A = the capacity net of parasitic load to which the Facility is reduced as a result of the Force Majeure event(s) associated with the Force Majeure Trigger Period, adjusted to reflect the difference between the actual ambient temperatures and the annual average temperature;

B = 20 MW; and

C = twelve (12) months.

"**Force Majeure Notice**" has the meaning set forth in Section 14.6(a).

"**Force Majeure Trigger Period**" has the meaning set forth in Section 14.6(d).

"**Forced Outage**" means the removal of service availability of the Facility, or any portion of the Facility, for emergency reasons or conditions in which the Facility, or any portion thereof, is unavailable due to unanticipated failure, including as a result of Force Majeure.

"**GAAP**" means generally accepted accounting principles set forth in opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, in each case as the same are applicable to the circumstances as of the date of determination.

"**Gains**" has the meaning set forth in Section 13.3(f).

"**Governmental Authority**" means any federal, state, regional, city, or local government, any intergovernmental association or political subdivision thereof, or other governmental, regulatory, or administrative agency, court, commission, administration, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority, or any Person acting as a delegate or agent of any Governmental Authority. The term "Governmental Authority" shall not include Buyer or any Buyer's Member.

"**Green Attribute Price**" means an amount equal to $20.00 for each MWh of Delivered Energy.

"**Guaranteed Commercial Operation Date**" means December 31, 2021, as such date may be extended pursuant to Section 3.7.

"**Guaranteed Construction Start Date**" July 1, 2021, as such date may be extended pursuant to Section 3.7.

"**Guaranteed Generation**" means, for each Contract Year, the value in MWh set forth under "Guaranteed Generation" for such Contract Year in the table attached hereto as Appendix I.

"**IEEE**" means the Institute of Electrical and Electronics Engineers.

"**Independent Manager**" means a manager who is not at the time of initial appointment, or at any time while serving as Independent Manager, and has not been at any time during the preceding five (5) years: (a) a partner, member, stockholder, equity holder, director, manager (except as an Independent Manager of Seller), officer, employee, attorney or counsel of Seller, any member of Seller, or any Affiliate of Seller; (b) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with Seller, any member of Seller, or any Affiliate of Seller (other than for serving as Independent Manager of Seller); (c) a Person that controls (whether directly, indirectly or otherwise), or is under common control with, any such stockholder, equity holder, partner, manager, customer, supplier or other Person who derives any of its purchases or revenues from its activities with Seller, any member of Seller, or any Affiliates of Seller (other than serving as Independent Manager of Seller), or (d) a member of the immediate family of any Person excluded from being an Independent Manager under clause (a) or (b) of this definition.

"**Insurance**" means the policies of insurance as set forth in Appendix F.

"**Interest Rate**" has the meaning set forth in Section 11.3.

"**Investment-Grade Credit Rating**" means a credit rating on a Person's senior long term debt, unsecured and unenhanced, that is at least A- by Standard & Poor's Corporation or A3 by Moody's Investment Services, Inc.

"**ISA**" means Instrument Society of America.

"**Joint Powers Agreement**" means the "Southern California Public Power Authority Joint Powers Agreement" entered into pursuant to the provisions of the Act among Buyer and Buyer's Members, dated as of November 1, 1980, as amended or modified from time to time.

"**Leases**" means the geothermal resource leases and the other leases, easements, rights-of-way, or other contractual rights to use real property that are listed in Section 7 of Appendix B.

"**Lien**" means any mortgage, deed of trust, lien, security interest, retention of title, or lease for security purposes, pledge, charge, encumbrance, equity, attachment, claim, easement, right of way, covenant, condition, or restriction, leasehold interest, purchase right, or other right of any kind, including an option, of any other Person in or with respect to any real or personal property.

"**Losses**" has the meaning set forth in Section 13.3(f).

"**Major Maintenance Blockout**" has the meaning set forth in Section 5.4.

"**Master File**" has the meaning set forth in the CAISO Tariff.

"**Maximum Generation**" means (i) for the Test Energy Period and each Contract Year, the value in MWh set forth under "Maximum Generation" for such Contract Year or the Test Energy Period, as applicable, in the table attached hereto as Appendix I, and (ii) for each hour, 20 MWh.

"**Milestone**" has the meaning set forth in Section 3.7.

"**Milestone Date**" means, with respect to a Milestone, the date for achieving such Milestone determined pursuant to Section 3.7, including, if and to the extent that the date specified for such Milestone in the Milestone schedule shall be extended as provided in Section 3.7, such extended date.

"**MW**" means megawatt.

"**MWh**" means megawatt-hours.

"**NEPA**" means the National Environmental Policy Act, 42 USC §§4321 to 4370c, as amended from time to time.

"**NERC**" means the North American Electric Reliability Corporation.

"**Non-Consolidation Opinion**" means a reasoned opinion of Seller's legal counsel, in form that is reasonably acceptable to Buyer, addressed to Buyer as to the non-consolidation of Seller in a bankruptcy proceeding of any partner or member of Seller.

"**Non-Defaulting Party**" has the meaning set forth in Section 13.3(a).

"**Notice of Proposed Third Party Sale**" has the meaning set forth in Section 3.10.

"**Notice to Proceed**" means the notice provided by Seller to the EPC Contractor following execution of the EPC Contract between Seller and such EPC Contractor and satisfaction of all conditions to performance of that contract, by which Seller authorizes the EPC Contractor to begin construction of the power block for the Facility without any delay or waiting periods.

"**Notifying Party**" has the meaning set forth in Section 13.3(a).

"**OSHA**" means Occupational Safety & Health Administration.

"**Pacific Prevailing Time**" means the local time in Los Angeles, California.

"**Parasitic Load**" means the Energy produced by the Facility (or under the circumstances set forth in Section 8.6(b) Energy from another source) that is used to power the lights, motors,

pumps, auxiliary facilities of the well field, control systems, cooling systems, ancillary equipment, and other electrical loads that are necessary for the operation of the power systems and related facilities for the production of Facility Energy.

"**Party**" or "**Parties**" has the meaning set forth in the preamble of this Agreement.

"**Performance Security**" means the Project Commencement Security or the Delivery Term Security, as applicable, that is required to be provided by Seller to Buyer to secure Seller's performance under this Agreement.

"**Permits**" means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements, and similar requirements of whatever kind and however described that are required to be obtained from a Governmental Authority with respect to the equipping, financing, ownership, possession, shakedown, operation, or maintenance of the Facility, the production and delivery of Facility Energy, Capacity Rights, and Environmental Attributes, or any other transactions or matter contemplated by this Agreement (including those pertaining to electrical, building, zoning, environmental, and occupational safety and health requirements), including the Permits described in Appendix B.

"**Permitted Encumbrances**" means (i) any Lien approved by Buyer in a writing separate from this Agreement that expressly identifies the Lien as a Permitted Encumbrance, (ii) Liens for Taxes not yet due or for taxes being contested in good faith by appropriate proceedings, so long as such proceedings do not involve a material risk of the sale, forfeiture, loss or restriction on the use of the Facility or any part thereof, provided that such proceedings are reasonably expected to end by the expiration of the Agreement Term, (iii) subject to compliance under Section 14.7, any Lien arising under the Financing Documents (iv) suppliers', vendors', mechanics', workman's, repairman's, employees', or other like Liens arising in the ordinary course of business for work or service performed or materials furnished in connection with the Facility for amounts the payment of which is either not yet delinquent or is being contested in good faith by appropriate proceedings so long as such proceedings do not involve a risk of the sale, forfeiture, loss or restriction on use of the Facility or any part thereof, (v) easements, rights of way, use rights, exceptions, encroachments, reservations, restrictions, conditions or limitations, provided that in each case the same do not interfere with or impair the operation or use of the Facility as contemplated by the Agreement, or have a material adverse effect on the useful life or utility of the Facility, or shall impair or materially adversely affect the rights or interests of Buyer under this Agreement.

"**Person**" means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government, or other political subdivision.

"**PNODE**" has the meaning set forth in the CAISO Tariff.

"**Point of Interconnection**" means Southern California Edison's Casa Diablo 33 kV substation.

"**Point of Delivery**" means the 115 kV bus at Southern California Edison's Control Substation in Inyo County. The applicable PNODE will be Control X_1 or the applicable PNODE assigned by the CAISO for the Facility, if different.

"**Present Value Rate**" means, at any date, the sum of 0.50% plus the yield reported on page "USD" of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) for the United States government securities having a maturity that most nearly matches the Remaining Term at that date.

"**Project Commencement Security**" has the meaning set forth in Section 6.9(a).

"**Proposed Purchase Notice**" has the meaning set forth in Section 3.10.

"**Proposed Sale Notice**" has the meaning set forth in Section 3.10.

"**Prudent Utility Practices**" means those practices, methods, and acts, that are commonly used by a significant portion of the geothermal powered electric generation industry in prudent engineering and operations to design and operate electric equipment (including geothermal powered facilities) lawfully and with safety, dependability, reliability, efficiency, and economy, including any applicable practices, methods, acts, guidelines, standards and criteria of FERC, NERC, WECC, each as may be amended from time to time, and all applicable Requirements of Law.

"**Qualified Issuer**" means a Person that is a United States bank and not a domestic branch of a foreign bank, and that is reasonably acceptable to Buyer, and that has a current long-term credit rating (corporate or long-term senior unsecured debt) of (1) A2 or higher by Moody's Investors Service, Inc.; and (2) A or higher by Standard & Poor's.

"**Quality Assurance Program**" has the meaning set forth in Section 6.7.

"**RAR**" means the resource adequacy requirements established for load-serving entities by the CPUC pursuant to pursuant to Requirement of Law and CPUC decisions, the CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction.

"**RAR Attributes**" means any and all resource adequacy attributes capable of being provided from the Facility, as may be identified from time to time by the CPUC or other Governmental Body having jurisdiction, that can be counted toward RAR, exclusive of any LAR Attributes.

"**RA Capacity**" means, for a given period of time, the transferrable qualifying and deliverable capacity of the Facility for RAR purposes for such period of time, as determined by the CAISO, or other Governmental Body authorized to make such determination under Requirements of Law.

"**RA Replacement Capacity**" has the meaning set forth in Section 10.4(b).

"**RA Replacement Price**" means the price at which Buyer, acting in a commercially reasonable manner, purchases RA Replacement Capacity equivalent to the Designated RA Capacity not provided by Seller or, absent a purchase, the market price for the quantity of RA Replacement Capacity not provided by Seller.

"**RAR Showings**" means the RAR compliance showings (or similar or successor showings) that a load serving entity is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to Requirement of Law and CPUC decisions.

"**REC**" or "**Renewable Energy Credit**" means a certificate of proof associated with the generation of electricity from an eligible renewable energy resource, which certificate is issued through the accounting system established, used or approved by the CEC pursuant to the RPS Law, evidencing that one (1) MWh of Energy was generated and delivered from such eligible renewable energy resource. Such certificate is a tradable environmental commodity (also known as a "green tag" or "renewable energy certificate") for which the owner of the REC can evidence that it has purchased Energy that is CEC Certified.

"**Recipient Party**" has the meaning set forth in Section 14.3(a).

"**Remaining Term**" means, at any date, the remaining portion of the Agreement Term at that date without regard to any early termination of this Agreement.

"**Replacement Price**" means the price at which Buyer, acting in a commercially reasonable manner, purchases substitute Energy and Environmental Attributes equivalent to those not delivered by Seller or, absent a purchase, the market price for the quantity of Energy and associated Environmental Attributes not delivered at the Point of Delivery.

"**Requirements**" means, collectively, Prudent Utility Practices, all applicable Requirements of Law, Seller's Quality Assurance Program, and all other requirements of this Agreement.

"**Requirement of Law**" means laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

"**Right of First Offer**" has the meaning set forth in Section 3.10.

"**Right of First Refusal**" has the meaning set forth in Section 3.10.

"**RPS Compliant** means, when used with respect to the Facility or any other facility at any time, that all Energy generated by that facility at all times shall, together with all of the associated Environmental Attributes, qualify as a PCC1 eligible renewable resource, or equivalent if the RPS Law is changed, under the RPS Law.

"**RPS Law**" means the California Renewable Energy Resources Act, including the California Renewables Portfolio Standard Program, Article 16 of Chapter 2.3, Division 1 of the

Public Utilities Code, California Public Resources Code § 25740 through 25751, any related regulations or guidebooks promulgated by the CEC or, as applicable, the PUC.

"**Sales Price**" has the meaning set forth in Section 4.4

"**SCADA**" has the meaning set forth in Section 7.2.

"**Schedule**" or "**Scheduling**" means the actions of Seller and Buyer, their Authorized Representatives, and their Transmission Providers, if applicable, of notifying, requesting, and confirming to each other on any given date the quantity of Facility Energy to be delivered to the Point of Delivery for any given period during the Delivery Term to the extent such confirming actions are in accordance with the requirements of the CAISO.

"**Scheduled Outage**" means any outage with respect to the Facility other than a Forced Outage or an Unscheduled Outage.

"**Scheduled Outage Projection**" has the meaning set forth in Section 5.4(a).

"**Scheduler**" means the Persons doing Scheduling for each Party. The contact information for Buyer's Scheduler and Seller's Scheduler as of the Effective Date is set forth in Appendix C.

"**Scheduling Coordinator**" has the meaning set forth in the CAISO Tariff.

"**SCPPA**" has the meaning set forth in the preamble of this Agreement.

"**Seller**" has the meaning set forth in the preamble of this Agreement.

"**Seller Ancillary Documents**" means all instruments, agreements, certificates, and documents executed by Seller or any of its Affiliates pursuant to this Agreement and shall include the documents constituting part of the Performance Security.

"**Seller Financing or Security Documents**" means any credit, financing or security agreements heretofore or hereafter entered into by or otherwise affecting Seller and providing for any Lien or other security interest or rights enforceable by any lender, trustee, collateral agent or other party in respect of the Facility or any assets thereof or rights or other interests therein.

"**Seller Party(ies)**" means Seller and any Affiliate of Seller that executes a Seller Ancillary Document.

"**Shortfall Energy**" has the meaning set forth in Section 9.1.

"**Shortfall Liquidated Damages**" has the meaning set forth in Section 9.2.

"**Site**" means the real property (including all fixtures and appurtenances thereto) and related physical and intangible property generally identified in Appendix B as owned or leased by Seller or over which Seller has a right-of-way or other right to use the property where the Facility is located, and including the well fields and the Leases, easements, rights-of-way, or

contractual rights held or to be held by Seller with respect to the transmission lines or roadways of the Facility servicing such Site or the Facility and located thereon.

"**Special Purpose Entity**" means a general partnership, limited liability company or corporation that on and after the date hereof:

(a) shall not (i) engage in any dissolution, liquidation or consolidation or merger with or into any other business entity except as permitted under the Financing Documents, (ii) acquire by purchase or otherwise all or substantially all of the business or assets of or beneficial interest in any other entity except as permitted under the Financing Documents, (iii) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of its properties or assets except to the extent permitted herein or in the Financing Documents, (iv) modify, amend or waive any provisions of its organizational documents related to its status as a Special Purpose Entity without the affirmative vote of the Independent Manager, or (v) terminate its organizational documents or its qualifications and good standing in California; provided that, no action, event or occurrence referred to in (i), (ii) or (iii) hereinabove, may be undertaken or engaged in or shall otherwise take place if such action, event or occurrence will impair Seller's obligations under the Agreement or impair or materially adversely affect the rights and interests of Buyer under the Agreement.

(b) is and will be organized solely for the purpose of acquiring, developing, owning, holding, financing, selling, leasing, transferring, exchanging, managing and operating the Facility, entering into this Agreement with Buyer and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

(c) will not engage in any business other than that relating to its limited purpose as set forth in the immediately preceding subsection (b);

(d) will not have any assets other than those related to the Facility;

(e) will hold itself out to the public as a legal entity separate and distinct from any other entity and will correct any known misunderstanding regarding the separate identity of such entity and has not identified and will not identify its members, or any Affiliate of any member, as a division or department or part of it, and has not identified itself and shall not identify itself as a division or department of any other Person;

(f) will maintain its financial statements, bank accounts, accounts, books, resolutions, agreements and records separate from any other Person (but subject to and as required under the terms of the Financing Documents) and has filed and will file its own tax returns (except to the extent treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law);

(g) will not comingle its funds or assets with those of any Person and has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person (but subject to and as required under the terms of the Financing Documents);

(h) will not make loans or advances to any Person or hold evidence of indebtedness issued by any other Person (other than cash and investment grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity and other than loans, advances, or evidence of indebtedness permitted under the Financing Documents (or other than investments permitted under any other agreement with a third party for the construction or permanent financing (or refinancing) of the Facility) or make any gifts or fraudulent conveyances to any Person;

(i) will not enter into or be a party to, any transaction with its members or Affiliates, except (a) in the ordinary course of its business and on terms which are commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party, (b) as otherwise required by the Financing Documents, and (c) pursuant to obtaining the prior written consent of Buyer, which consent shall not be withheld, conditioned or delayed unreasonably;

(j) will not have any obligation to indemnify and will not indemnify its officers, managers or members, as the case may be, other than with respect to acts or omissions relating to the Facility, this Agreement or otherwise in connection the business purpose for such entity under its organizational documents on the Effective Date;

(k) except as otherwise required by the Financing Documents, will not have any of its obligations guaranteed (other than pursuant to Performance Security and other than in connection with construction or permanent financing (or refinancing) of the Facility by a third party to the extent that the guarantee does not result in an increase in the amount of debt of the entity) by any Affiliate;

(l) will hold its assets in its own name and will conduct all business in its own name;

(m) will maintain its audited or unaudited (as applicable) financial statements, accounting records and other entity documents separate from any other Person, has filed and will file its own tax returns (except to the extent treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law), has not and will not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP;

(n) will pay its own liabilities and expenses, including the salaries of its own employees, if any, out of its own funds and assets;

(o) will observe all material limited liability company formalities;

(p) except as otherwise required by the Financing Documents, will not assume or guarantee or become obligated for the debts of any other Person and has not held out and will not hold out its credit as being available to satisfy the obligations of any other Person except as permitted pursuant to this Agreement;

(q) except as otherwise required by the Financing Documents, will not acquire obligations or securities of its members or any Affiliate;

(r) will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared space and services performed by any employee of an Affiliate;

(s) except as otherwise required by the Financing Documents, will maintain and use separate stationery, invoice and checks bearing its name; such stationery, invoices and checks utilized by it or utilized to collect its funds or pay its expenses have borne and shall bear its own name and have not borne and shall not bear the name of any other entity unless such entity is clearly designated as being its agent;

(t) will have articles of organization, a certificate of formation or an operating agreement, as applicable, that provides that it will not, without the affirmative vote of its Independent Manager, file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest;

(u) is and intends to remain solvent and continue to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall have or become due, and has and intends to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; and

(v) will have no indebtedness other than (i) any indebtedness incurred as provided by the Financing Documents, or any other loan made by a Facility Lender providing construction financing or refinancing for the Facility, (ii) Taxes and Insurance premiums, (iii) liabilities incurred in the ordinary course of business relating to its ownership, leasing and operation of the Facility and its routine administration, which liabilities are not more than sixty (60) days past due, are not evidenced by a note and are paid when due, and which amounts are normal and reasonable under the circumstances, and in any event not in excess of $100,000 in the aggregate, and (iv) such other liabilities that are expressly permitted pursuant to this Agreement.

"**Supply Plan**" has the meaning set forth in the CAISO Tariff.

"**System Emergency**" means an emergency condition or abnormal interconnection situation that prevents Buyer's Transmission Provider from receiving Energy at the Point of Delivery.

"**Tax**" or "**Taxes**" means each federal, state, county, local and other (a) net income, gross income, gross receipts, sales, use, ad valorem, business or occupation, transfer, franchise, profits, withholding, payroll, employment, excise, property or leasehold tax and (b) customs, duty or other fee, assessment or charge of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amount with respect thereto. Requirements of Buyer or Buyer's Members are not Taxes.

"**Tax Equity Financing**" means a transaction or a series of transactions in which a Person or Persons (i) invests in Seller or in an Upstream Equity Owner, (ii) purchases the Facility and leases it back to Seller (or an assignee) or (iii) leases the Facility from Seller or

invests in a direct or indirect lessee of the Facility, in each case seeking to earn its economic return, in whole or in part, through tax benefits related to the ownership or operation of the Facility.

"**Tax Equity Investor**" means, with respect to a Tax Equity Financing, one or more tax equity investors that (i) invests in Seller or in an Upstream Equity Owner, (ii) purchases the Facility and leases it back to Seller (or an assignee) or (iii) leases the Facility from Seller or invests in a direct or indirect lessee of the Facility.

"**Termination Notice**" has the meaning set forth in Section 13.3(a).

"**Termination Payment**" means a payment in an amount equal to the Non-Defaulting Party's (a) Losses, plus (b) Costs, minus (c) Gains; provided, however that if such amount is a negative number, the Termination Payment shall be equal to zero.

"**Test Energy**" means Facility Energy that is delivered to the Point of Delivery prior to the Commercial Operation Date.

"**Test Energy Period**" means the period prior to Commercial Operation determined as set forth in Section 3.5.

"**Transmission Providers**" means the Persons operating the Transmission Systems providing Transmission Services to or from the Point of Delivery.

"**Transmission Services**" means the transmission and other services required to transmit Facility Energy to or from the Point of Delivery.

"**Transmission System**" means the facilities utilized to provide Transmission Services.

"**Total Nominal Capacity Net of Parasitic Load**" means approximately 29 MW under expected average site conditions.

"**Total Nominal Gross Nameplate Capacity**" means approximately 38 MW.

"**Unexcused Cause**" has the meaning set forth in Section 14.6(b).

"**Unscheduled Outage**" means any outage with respect to the Facility, other than a Forced Outage or a Scheduled Outage that has not been scheduled and requires the removal from service of the Facility, or any portion thereof, for necessary repairs or remediation of operational conditions.

"**Upstream Equity Owner**" means Ormat Nevada Inc. and any upstream equity owner of Seller at any level below Ormat Nevada Inc.

"**WECC**" means the Western Electricity Coordinating Council.

"**WREGIS**" means Western Renewable Energy Generation Information System.

"**WREGIS Certificates**" has the meaning set forth in Section 8.4.

"**WREGIS Operating Rules**" means the rules describing the operations of the Western Renewable Energy Generation Information System, as published by WREGIS.

Other terms defined herein have the meanings so given when used in this Agreement with initial-capitalized letters.

Section 1.2 Interpretation. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

(b) reference to any Person includes such Person's successors and assigns but, in case of a Party hereto, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes the other;

(d) reference to any agreement (including this Agreement), document, instrument, tariff, or Requirement means such agreement, document, instrument, or tariff, or Requirement, as amended, modified, replaced, or superseded and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;

(e) reference to any Article, Section, or Appendix means an Article of this Agreement, Section of this Agreement, or an Appendix to this Agreement, as the case may be, and references in any Article or Section or definition to any clause means a clause of that Article or Section or definition;

(f) "hereunder," "hereof," "hereto," and words of similar import are references to this Agreement as a whole and not to any particular Article or Section or other provision hereof or thereof;

(g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(h) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding," and "through" means "through and including";

(i) reference to time shall always refer to Pacific Prevailing Time; and reference to any "day" or "month" shall mean a calendar day or calendar month, as applicable, unless otherwise indicated; and

(j) the term "or" is not exclusive.

ARTICLE II
EFFECTIVE DATE, TERM, AND EARLY TERMINATION

Section 2.1 Effective Date.

(a) This Agreement shall be effective on the date that both Parties have executed this Agreement; except that Buyer's obligations under Articles IV, X and XI of this Agreement shall only be effective on the date that all of the following conditions have been satisfied by Seller (the "***Effective Date***"):

(i) Seller has delivered to Buyer the Non-Consolidation Opinion; except that if Seller fails to deliver the Non-Consolidation Opinion by the deadline set forth in Section 2.1(b), then upon Seller providing such information as Buyer may reasonably request demonstrating to Buyer's reasonable satisfaction that the Non-Consolidation Opinion will be delivered not later than thirty (30) days after the deadline set forth in Section 2.1(b), or any later date mutually agreed upon by the Parties, and if the Non-Consolidation Opinion is delivered within such extended time period, then this condition will be deemed satisfied;

(ii) Seller has delivered to Buyer copies of the Leases;

(iii) Seller has delivered to Buyer copies of all requisite resolutions and incumbency certificates of each Seller Party and any other documents evidencing the necessary actions taken by each Seller Party to authorize the execution and delivery of this Agreement and all Seller Ancillary Documents requiring execution by a Seller Party, which resolutions must be certified as of the Effective Date by an authorized representative of the Seller Party;

(iv) Seller has delivered to Buyer an executed original of a written legal opinion of Fennemore Craig, P.C., Norton Rose Fulbright or Winston & Strawn LLP, counsel for Seller, or other outside counsel reasonably acceptable to Buyer, concerning the enforceability and due authorization of this Agreement and the Seller Ancillary Documents in form reasonably satisfactory to Buyer, dated as of the Effective Date and addressed to Buyer; except that if Seller fails to deliver the opinion by the deadline set forth in Section 2.1(b), then upon Seller providing such information as Buyer may reasonably request demonstrating to Buyer's reasonable satisfaction that the opinion will be delivered not later than thirty (30) days after the deadline set forth in Section 2.1(b), or any later date mutually agreed upon by the Parties, and the opinion is delivered within such extended time period, then this condition will be deemed satisfied;

(v) Seller has provided reasonable evidence to Buyer that the Insurance is in full force and effect upon the Effective Date;

(vi) Seller has provided reasonable evidence to Buyer that all Permits described in Section 8 of Appendix B are in full force and effect;

(vii) Seller has delivered to Buyer evidence that the Facility has been precertified by the CEC as an eligible renewable energy resource, subject to final CEC Certification; and

(viii) Seller has delivered the Project Commencement Security to Buyer.

Seller and Buyer shall cooperate reasonably with each other to accomplish and evidence satisfaction of the conditions precedent set forth above in a timely manner.

(b) Buyer may terminate this Agreement upon notice to Seller and without further liability to Seller if the conditions in clauses (i) through (viii) of Section 2.1(a) are not satisfied by Seller or their applicability waived in writing by Buyer by the date that is six (6) months from the date of execution of this Agreement, as such deadline may be extended pursuant to Section 2.1(a)(i) or Section 2.1(a)(iv); or

Section 2.2 Agreement Term and Delivery Term. This Agreement shall have a delivery term (the "***Delivery Term***") of twenty-five (25) Contract Years commencing on the Commercial Operation Date and ending at the end of the twenty-fifth (25^{th}) Contract Year, unless sooner terminated in accordance with the terms of this Agreement. The term of this Agreement (the "***Agreement Term***") shall commence on the Effective Date and shall end on the last day of the Delivery Term or upon the expiration or earlier termination of this Agreement in accordance with the terms hereof.

Section 2.3 Survivability. The provisions of this ARTICLE II, ARTICLE XII, ARTICLE XIII, Section 14.19, and Section 14.21 shall survive for a period of one (1) year following the termination of this Agreement. The provisions of ARTICLE XI shall survive for a period of one (1) year following final payment made by the Buyer hereunder or the expiration or termination date of this Agreement, whichever is later. The provisions of ARTICLE VI, ARTICLE IV, ARTICLE VIII, and ARTICLE IX shall continue in effect after termination to the extent necessary to provide for final billing, refunds or other adjustments, and deliveries related to the period prior to termination of this Agreement.

Section 2.4 Early Termination.

(a) **Early Termination by Mutual Agreement**. This Agreement may be terminated by mutual written agreement of the Parties.

(b) **Early Termination for Failure to Satisfy Conditions Precedent**. This Agreement may be terminated by Buyer in accordance with Section 2.1(b).

(c) **Early Termination for Default**. Upon the occurrence of a Default, the Non-Defaulting Party may terminate this Agreement as set forth in Section 13.3.

(d) **Early Termination for Failure to Achieve Commercial Operation**. Buyer, in its sole discretion, may terminate this Agreement effective upon notice to Seller if Seller fails to achieve Commercial Operation by the date that is one hundred eighty (180) days following the Guaranteed Commercial Operation Date, as may be extended pursuant to Section 3.7, provided that such notice is delivered to Seller within sixty (60) days of such failure. If

Seller's failure to achieve Commercial Operation on or before the Guaranteed Commercial Operation Date is due solely to Force Majeure and Buyer elects to terminate, then Buyer shall release and return to Seller the Project Commencement Security required under Section 6.9 on the effective date of such termination. Notwithstanding the foregoing, Buyer shall not have the right to terminate this Agreement under this Section 2.4(d) to the extent that Seller pays liquidated damages under Section 3.8(b) until after Seller pays such liquidated damages for one hundred eighty (180) days. Early termination under this Section 2.4(d) and payment by Seller of liquidated damages under Section 3.8(b) are Buyer's exclusive remedies for any failure of Seller to achieve Commercial Operation by the Guaranteed Commercial Operation Date.

(e) **Early Termination for Force Majeure**. This Agreement may be terminated pursuant to Section 14.6(d), provided that such termination shall on the effective date of such termination automatically trigger release and return of the Project Commencement Security or Delivery Term Security, as applicable, required under Section 6.9.

(f) **Early Termination for Agreement's failure to comply with Article 1 of Chapter 11 of Division 2 of Title 20 of the California Code of Regulations**. Notwithstanding the provisions of Section 8.6, in the event that, within sixty (60) days after the CEC's receipt of a complete compliance filing under Sections 2909 and 2910 of Article 1 of Chapter 11 of Division 2 of Title 20 of the California Code of Regulations, the CEC issues a decision pursuant to Section 2910 of Article 1 of Chapter 11 of Division 2 of Title 20 of the California Code of Regulations finding that this Agreement fails to comply with Article 1 of Chapter 11 of Division 2 of Title 20 of the California Code of Regulations, then this Agreement shall be void, and any and all deliveries of Delivered Energy shall be terminated no later than the effective date of such decision of noncompliance by the CEC pursuant to Section 2910 of Article 1 of Chapter 11 of Division 2 of Title 20 of the California Code of Regulations.

(g) **Effect of Termination**. Any termination of this Agreement under this Section 2.4 shall be without prejudice to the rights and remedies of either Party for Defaults occurring prior to such termination; provided that there shall be no damages in connection with the events and circumstances associated with a termination under Section 2.4(e) or Section 2.4(f).

ARTICLE III
DEVELOPMENT OF THE FACILITY

Section 3.1 Permitting and CEQA Determinations.

(a) Seller, at its expense, shall timely take all steps necessary to obtain and maintain all Permits required to construct, own, maintain, and operate the Facility in accordance with the Requirements and for the performance of Seller's obligations hereunder.

(b) Seller's obligations to timely take all steps necessary to obtain and maintain all Permits pursuant to this Section 3.1 includes representing the Facility as necessary at all meetings and proceedings before all Governmental Authorities and timely preparing all environmental documents that may be required for the review of the Facility under CEQA (the "***Environmental Documents***"). If applicable or requested by Buyer, Seller shall provide Buyer

with true and complete copies of all Environmental Documents (including, without limitation, any NEPA Environmental Assessment related to the Facility) prepared during the Agreement Term.

(c) If Buyer is a responsible agency under CEQA with respect to the Facility, then Buyer shall have all rights and powers available to it as a responsible agency under CEQA to participate in the CEQA review of the modification of the Facility, including commenting on the lead agency's notice of preparation, consulting with the lead agency during preparation of the CEQA EIR, and commenting on the draft CEQA EIR.

(d) If Buyer is a responsible agency under CEQA with respect to the Facility, then Buyer shall have the full discretion to consider the CEQA EIR in order to reach its own CEQA decision about the modification of the Facility and therefore shall retain its full authority under CEQA to: (i) adopt feasible mitigation measures or alternatives to avoid or lessen significant environmental impacts resulting from the modification of the Facility; (ii) determine that any significant impacts that cannot be mitigated are acceptable due to overriding concerns; or (iii) decide to withhold its discretionary approval of the modification of the Facility due to its significant adverse environmental impacts.

(e) The Parties shall work together in good faith to make any necessary amendments to this Agreement required in connection with the CEQA review process.

Section 3.2 Site Confirmation. Seller represents and warrants that (a) Seller's agents and representatives have visited, inspected, and are familiar with the Site and its surface physical condition relevant to the obligations of Seller pursuant to this Agreement, including surface conditions, normal and usual soil conditions, roads, utilities, and topographical, solar radiation, air, and water quality conditions, (b) to its knowledge, Seller is familiar with all local and other conditions that may be material to Seller's performance of its obligations under this Agreement (including transportation, seasons and climate, access, weather, handling and storage of materials and equipment, and availability and quality of labor and utilities), and (c) Seller has determined that the Site constitutes an acceptable and suitable site for the operation of the Facility in accordance herewith. Any failure by Seller to have taken or to take the actions described in this Section shall not relieve Seller from any responsibility for estimating properly the difficulty and cost of successfully maintaining or operating the Facility in accordance with this Agreement or from proceeding to maintain and operate the Facility successfully without any additional expense to Buyer.

Section 3.3 [This Section Not Used]

Section 3.4 Transmission and other Costs. Except as provided in Section 7.2, Seller shall make all arrangements to, and bear all costs associated with, interconnecting the Facility to the Point of Interconnection and transmitting the Facility Energy to the Point of Delivery.

Section 3.5 Certification of Commercial Operation Date.

(a) Seller shall certify to Buyer in writing, using the form of certification in Appendix K, when Seller believes that all requirements under this Agreement for achieving

Commercial Operation, including the conditions precedent specified in the definition of "Commercial Operation" in Section 1.1, have been satisfied.

(b) With respect to the certificate of the Independent Engineer required to be provided by the definition of Commercial Operation in Section 1.1, after the delivery of the certificate of the Independent Engineer, Buyer shall have thirty (30) days to request and review any supporting documentation reasonably requested from Seller and accept or object to the certificate of the Independent Engineer. Notwithstanding such thirty (30) day period, Buyer will use commercially reasonable efforts to complete its review and provide its response as soon as possible after receipt of the certificate and requested supporting documentation. Buyer may object to the certificate of the Independent Engineer by providing evidence to Seller that the certificate of the Independent Engineer is not in the form of Appendix L or is materially inaccurate, in which case this condition will be deemed not satisfied and Seller may submit a new certificate subject to the requirements of this provision. The Parties shall immediately meet and confer to address Buyer's concerns. If Buyer does not object to the certificate of the Independent Engineer as described in this Section 3.5(b) within the thirty (30) day period, then Buyer will be deemed to have accepted the certificate of the Independent Engineer.

(c) With respect to the conditions precedent specified in the definition of Commercial Operation in Section 1.1 that are not addressed in the certificate of the Independent Engineer, Buyer shall have thirty (30) days to review Seller's certification and any supporting documentation reasonably requested by Buyer from Seller. Notwithstanding such thirty (30) day period, Buyer will use commercially reasonable efforts to complete its review and provide its response as soon as possible after receipt of the certification and requested supporting documentation. Buyer shall either accept or reject Seller's certification in Buyer's reasonable discretion by delivering a notice to Seller in writing by the end of such thirty (30) day period. If Buyer fails to respond within such thirty (30) day period, Buyer shall be deemed to have accepted Seller's certification. If Buyer rejects the certification, Buyer shall state in detail the reasons for its rejection. The Parties shall immediately meet and confer to address Buyer's concerns. Such conditions will be deemed satisfied on the date that these conditions for Commercial Operation are satisfied and Buyer notifies Seller that it accepts, or Buyer is deemed to have accepted, Seller's certification that these conditions are satisfied or the date on which any concerns that Buyer expresses in connection with Seller's certification of these conditions are resolved.

(d) Commercial Operation shall be deemed to have occurred on the later of (i) the date on which Buyer accepts, or is deemed to have accepted, the certificate of the Independent Engineer pursuant to Section 3.5(b), and (ii) the date on which Buyer accepts, or is deemed to have accepted, Seller's certification pursuant to Section 3.5(c).

Section 3.6 Earliest Commercial Operation Date. In no case shall the Commercial Operation Date occur before April 1, 2020 without the prior separate written consent of Buyer in Buyer's sole discretion.

Section 3.7 Milestone Schedule. Attached as Appendix H is a Milestone schedule with deadlines for the development of the Facility through the Commercial Operation Date (each, a "***Milestone***") and footnotes that set forth documents required to be provided by Seller to

Buyer with respect to each Milestone by the Milestone Date therefor. Until the Commercial Operation Date, Seller shall provide Buyer a quarterly report setting forth the status of each Milestone, including any slippage in any deadline. Seller shall achieve each Milestone by the date specified therefor in such Milestone schedule; provided that (i) each Milestone Date, other than the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date, may be extended by Seller by providing to Buyer notice of such extension at least fifteen (15) days (or, in the event of a Force Majeure for which fifteen (15) days advance notice is not practicable, as soon as practicable) prior to such Milestone Date for Force Majeure delays and delays caused by Buyer's failure to perform its obligations under this Agreement, and (ii) the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date may be extended by Seller by providing to Buyer notice of such extension, as soon as practicable, prior to such Milestone Date (A) for Force Majeure delays and delays caused by Buyer's failure to perform its obligations under this Agreement, and (B) for delays in completion of Transmission Provider facilities that are required for interconnection of the Facility. The date specified for each Milestone shall be the Milestone Date for achieving such Milestone, provided that, if and to the extent such date shall be extended as provided in this Section 3.7, the extended date shall be the Milestone Date for purposes of this Agreement. Notwithstanding anything herein to the contrary but except for the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date as provided in Section 3.8 of this Agreement, Seller shall not be in default or otherwise have any liability under this Agreement for failing to meet a Milestone Date so long as Seller provides to Buyer within ten (10) days of failing to meet any Milestone Date a remedial action plan reasonably acceptable to Buyer explaining the reasons for Seller's failure to meet such Milestone Date and the steps that Seller will take to ensure that Seller is able to achieve Commercial Operation by the Guaranteed Commercial Operation Date, as such date may be extended pursuant to this Section 3.7, plus one hundred eighty (180) days.

Section 3.8 Delay Damages.

(a) If Seller fails to achieve the Construction Start Date by the Guaranteed Construction Start Date, then Seller shall pay liquidated damages to Buyer in an amount equal to eleven thousand eight hundred fifty-one dollars ($11,851.00) per day, for each day intervening between the Guaranteed Construction Start Date and the earlier of (x) the date the Construction Start Date is achieved, and (y) the date, if any, on which this Agreement is terminated pursuant to Section 2.4.

(b) If Seller fails to achieve Commercial Operation by the Guaranteed Commercial Operation Date, then Seller shall pay liquidated damages to Buyer in an amount equal to eleven thousand eight hundred fifty-one dollars ($11,851.00) per day, for each day intervening between the Guaranteed Commercial Operation Date and the earlier of (x) the date Commercial Operation is achieved, and (y) the date, if any, on which this Agreement is terminated pursuant to Section 2.4.

(c) The liquidated damages payable by Buyer to Seller under Section 3.8(a) Section 3.8(b) are cumulative such that if damages are owed under both provisions during the same time period, then Seller shall make both payments to Buyer; provided, however that Seller's total obligation to pay liquidated damages pursuant to Section 3.8(a) and Section 3.8(b)

is limited to an aggregate amount equal to two million six hundred nineteen thousand two hundred forty dollars ($2,619,240.00).

(d) The damages that Buyer would incur due to Seller's failure to timely achieve the Guaranteed Construction Start Date or the Guaranteed Commercial Operation Date would be difficult or impossible to predict with certainty, and it is impractical or difficult to assess actual damages in those circumstances, but the damages payable by Buyer to Seller under Section 3.8(a) and Section 3.8(b) (the "***Daily Delay Damages***") are a fair and reasonable calculation of such damages, and shall be Seller's sole liability and obligation, and Buyer's sole rights and remedies, for Seller's failure to achieve the Construction Milestone or the Commercial Operation Milestone by the Milestone Date therefor. Notwithstanding the foregoing, the payment of Daily Delay Damages shall not limit Buyer's right to exercise any right or remedy available under this Agreement or at law or in equity for: (i) any Default occurring concurrently with, before or after Seller's delay in achievement of the applicable Guaranteed Construction Start Date or the Guaranteed Commercial Operation Date or (ii) in connection with any termination for failure to achieve the Guaranteed Construction Start Date or the Guaranteed Commercial Operation Date, *provided* that the payment of Daily Delay Damages shall be taken into account when determining any damages due Buyer for such termination.

Section 3.9 Decommissioning and Other Costs. Buyer shall not be responsible for any cost of decommissioning or demolition of the Facility or any part thereof or any environmental or other liability associated with the decommissioning or demolition without regard to the timing or cause of the decommissioning or demolition.

Section 3.10 Additional Facilities.

(a) Buyer has a "***Right of First Offer***" and a "***Right of First Refusal***" to evaluate and negotiate for the terms of a power purchase agreement for the output from any additional phases of the Project, as well as separate projects that are currently under development by, or will be developed by, Seller or affiliates of Seller that will use or share with the Facility infrastructure, land, equipment (including the ability to jointly procure equipment) or other facilities (each an "***Additional Project***"). The Parties acknowledge and agree that Buyer is purchasing only a portion of the output of the Facility and that the remainder of the Facility and its output, including the Excess Energy and associated Environmental Attributes and any RA Capacity in excess of the Designated RA Capacity, does not constitute an Additional Project and is not subject to this Section 3.10.

(b) Prior to Seller negotiating for the terms of a power purchase agreement for the output from any Additional Facility, Seller shall provide notice to Buyer of Seller's intention sell power from an Additional Facility (a "***Proposed Sale Notice***"). Upon receipt of a Proposed Sale Notice, Buyer shall have thirty (30) days in which to provide notice to Seller indicating whether Buyer is interested in negotiating with Seller to purchase the Additional Facility output from Seller (a "***Proposed Purchase Notice***"). If Buyer provides such Proposed Purchase Notice, then the Parties shall undertake for a period of up to sixty (60) days from the date of Buyer's Proposed Purchase Notice to determine if they are able to reach mutual agreement on the terms and conditions of a sale of power from the Additional Facility.

(c) If (i) Buyer does not provide a Proposed Purchase Notice to Seller indicating that Buyer is interested in negotiating with Seller following a Proposed Sale Notice, or (ii) the Parties are unable to agree upon the terms and conditions of a sale of power from an Additional Facility within the sixty (60) day period set forth in Section 3.10(b), then Seller shall be free to negotiate the sale of power from such Additional Facility to any third party; provided, however, that prior to consummating any such sale, Seller shall provide Buyer with a concise summary of the commercial terms negotiated by Seller with the third party (a "***Notice of Proposed Third Party Sale***"). If the proposed purchase price for the sale of power from an Additional Facility set forth in the Notice of Proposed Third Party Sale is equal to or less than the purchase price included in the Proposed Purchase Notice or negotiated in connection with Buyer's exercise of the Right of First Offer, then Buyer shall have sixty (60) days to exercise a Right of First Refusal and enter into a power purchase agreement on substantially similar terms as set forth in the Notice of Proposed Third Party Sale, subject to any modifications required to conform the transaction to requirements for transactions entered into by public agencies. If Buyer does not elect to exercise its Right of First Refusal and complete its purchase within such sixty (60) days, Seller shall be free to consummate the sale of power from such Additional Facility to the third party; *provided*, that such sale shall be on substantially similar terms and conditions presented to Buyer in the Notice of Proposed Third Party Sale.

(d) If Seller fails to (i) present a Notice of Proposed Third Party Sale within six (6) months after the expiration of the sixty (60)day period set forth in Section 3.10(b), or (ii) enter into a power purchase agreement with a third party within forty-five (45) days after the expiration of the sixty (60) day period set forth in Section 3.10(b), then Seller shall provide another Proposed Sale Notice hereunder before beginning or continuing negotiations with any third party or consummating a sale of power from an Additional Facility.

(e) Neither the Right of First Offer nor the Right of First Refusal will apply to any sale-leaseback or similar Facility financing by Seller or to any sale by any Facility Lender in connection with the exercise of Facility Lender remedies under financing security documents.

ARTICLE IV

PURCHASE AND SALE OF POWER

Section 4.1 Purchases by Buyer.

(a) Before the Commercial Operation Date, Seller may provide a written offer to sell to Buyer Test Energy. If Buyer elects, in its sole discretion, to purchase and accept all or part of the Test Energy available from the Facility, then Buyer will notify Seller in writing of such election within thirty (30) days after Seller's offer, and Seller shall sell and deliver, and Buyer shall purchase, the Test Energy for the applicable Contract Price set forth in Section 1 of Appendix A. If Buyer does not accept Seller's offer to sell Test Energy, or if Buyer fails to respond to Seller's offer within thirty (30) days after Seller's offer, then Seller will have the right to sell Test Energy and associated products to one or more third parties and retain all associated revenue.

(b) Subject to the terms of this Agreement, and except as set forth in Section 4.1(d), on and after the Commercial Operation Date and continuing for the Delivery Term, Seller shall sell and deliver, and Buyer shall purchase and receive, all Delivered Energy for the price set forth in Section 2 of Appendix A; provided that, in no event shall Buyer be entitled to or obligated to purchase or receive Delivered Energy in excess of the Maximum Generation unless Buyer and Seller, each in their sole discretion, separately agree in writing on the terms and conditions for the purchase and sale of any Excess Energy.

(c) Except as provided in Section 4.1(a), Seller shall not deliver or sell to Buyer, and Buyer has no obligation to accept or purchase, any Facility Energy before the Commercial Operation Date, without the prior separate written consent of Buyer.

(d) Seller shall ensure that the Facility is CEC Certified by the date that is six (6) months following the Commercial Operation Date; provided that such six (6)-month period shall automatically be extended for an additional six (6) month period if there is a delay in causing the Facility to be CEC Certified and that delay is caused by any reason other than an act or omission of Seller. During the period of time between the date Seller first delivers Delivered Energy to Buyer for sale hereunder and the day that is one (1) day following the date upon which Seller delivers evidence to Buyer that the Facility is CEC Certified (the ***"Pre-Certification Period"***), the Contract Price payable by Buyer will exclude the applicable Green Attribute Price. Upon the Facility being CEC Certified: (i) subject to Section 11.2(b), after Delivered Energy delivered during the Pre-Certification Period is subsequently determined to be RPS Compliant, as evidenced by WREGIS Certificates that have been created, credited and transferred to Buyer's account in accordance with Section 8.4, then Buyer shall pay to Seller the applicable Green Attribute Price associated with such Delivered Energy; and (ii) the price for Delivered Energy following such certification shall be the Contract Price set forth in Section 2 of Appendix A. If the Facility is not CEC-Certified on or before the expiration of the six (6) or twelve (12) month period (as applicable) provided in this Section 4.1(d), then Buyer will be entitled, at Buyer's sole discretion and without penalty, to (A) terminate this Agreement as provided in Section 2.4(f) or (B) exclude the applicable Green Attribute Price from the Contract Price until the Facility is CEC-Certified.

Section 4.2 Buyer's Right to Reduce Deliveries. At any time and from time to time, Buyer shall have the right to reduce the amount of Facility Energy that Buyer is required to accept from Seller under this Agreement to any level, but in no event less than 5.0 MW, with the amount of such reduction being referred to herein as the "***Curtailed Energy***." Buyer shall make a request to reduce deliveries by providing Seller with written notice indicating the amount of, and estimated duration of, the reduction and upon receipt of such notice Seller shall reduce deliveries of Facility Energy to Buyer to the quantity and for the period as requested in such notice in accordance with Prudent Utility Practices. Any Buyer curtailment instruction must be provided with notice to Seller not less than period of time required to comply with the scheduling and any other applicable provisions of the CAISO Tariff based on the Facility operating characteristics in the Master File, and must provide for a minimum duration not less than period of time required to comply with the scheduling and any other applicable provisions of the CAISO Tariff and the Facility operating characteristics in the Master File. The initial operating characteristics of the Facility are set forth in Appendix B. Seller shall provide Buyer with any revised operating

characteristics when available, or upon request by Buyer. Notwithstanding any reduction in the amount of Facility Energy delivered to Buyer pursuant to this Section 4.2, the Curtailed Energy shall be deemed Delivered Energy for which Buyer is obligated to pay Seller for under this Agreement; provided that amount of Curtailed Energy deemed delivered will be calculated by multiplying (a) the arithmetic average of the Facility's metered output rate, in MW, immediately before and after such curtailment event, by (b) the duration of such curtailment event. Seller shall use commercially reasonable efforts to remarket the Curtailed Energy, and if Seller successfully remarkets Curtailed Energy, then Seller shall credit Buyer for all revenues associated with the sale of the Curtailed Energy (less costs of remarketing).

Section 4.3 Seller's Failure. In no event shall Seller have the right to procure energy from sources other than the Facility for sale and delivery pursuant to this Agreement. On or after the Commercial Operation Date, unless there shall be a Force Majeure affecting Buyer, sales described under Section 4.6, or a Buyer's failure to perform its obligations under this Agreement, , Seller shall not sell all or any part of the Facility Energy and associated Environmental Attributes required to be delivered by Seller under this ARTICLE IV or ARTICLE VIII to a third party; and if Seller engages in sales that violate this restriction, then Seller shall pay Buyer, within thirty (30) days of Buyer's written request therefor an amount for each MWh of such deficiency equal to the positive difference, if any, obtained by subtracting the price per MWh that would have been payable by Buyer for the Facility Energy and Environmental Attributes not delivered from the Replacement Price. Buyer shall provide Seller prompt written notice of the Replacement Price together with back-up documentation. Buyer shall not be required to pay for Facility Energy that Seller is not able to deliver or that Buyer is not able to accept due to a Force Majeure affecting Seller.

Section 4.4 Buyer's Failure. Unless excused by Force Majeure or Seller's failure to perform its obligations under this Agreement, and except insofar as any curtailment is ongoing under Section 4.2, if Buyer fails to receive at the Point of Delivery all or any part of any Facility Energy required to be received by Buyer under this ARTICLE IV, ARTICLE VIII, or ARTICLE IX, then Buyer shall pay Seller, within thirty (30) days of Seller's written request therefor, an amount for each MWh of such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the price per MWh that would have been payable by Buyer for the Energy not received by Buyer. "***Sales Price***" means the price at which Seller, acting in a commercially reasonable manner, resells the Energy or, absent a resale, the market price for the quantity of Energy not received by the Buyer (adjusted for transmission difference, if any). Seller shall provide Buyer prompt written notice of the Sales Price together with back-up documentation. Buyer shall not be required to pay for Facility Energy that Seller is not able to deliver or that Buyer is not able to accept due to a Force Majeure affecting Buyer.

Section 4.5 Nature of Remedies. The damages that Buyer would incur as a result of Seller's failure as described in Section 4.3, or that Seller would incur as a result of Buyer's failure as described in Section 4.4, would be difficult or impossible to predict with certainty, and it is impractical and difficult to assess actual damages in those circumstances, but the liquidated damages set forth in Section 4.3 and Section 4.4 are fair and reasonable calculations of such damages. The remedy set forth in Section 4.3 is in addition to, and not in lieu of, any other right or remedy of Buyer under this Agreement for failure of Seller to sell and deliver Energy and Environmental Attributes as and when required by this Agreement. The remedy set forth in

Section 4.4 is in addition to any other right or remedy of Seller for any failure by Buyer to receive Energy as and when required by this Agreement.

Section 4.6 Sales to Third Parties. Seller may sell to Persons other than Buyer, and retain all associated revenue, all or any portion of the following: (a) any Capacity Rights and Facility Energy and associated Environmental Attributes that Seller is required to deliver to Buyer hereunder, but which Buyer does not accept due to Force Majeure declared by Buyer, (b) any Excess Energy and associated Environmental Attributes, (c) any RA Capacity in excess of the Designated RA Capacity, and (d) remarketing of curtailed Energy requested by Buyer under Section 4.2 or Section 7.4.

ARTICLE V
OPERATION AND MAINTENANCE OF THE FACILITY

Section 5.1 General Operational Requirements. Seller shall, at all times:

(a) At its sole expense, operate and maintain the Facility (i) in accordance with the Requirements, and (ii) in a manner that, to the extent commercially reasonable to do so, is reasonably likely to maximize the output of Energy from the Facility and result in a useful life for the Facility of not less than twenty-five (25) years;

(b) Employ qualified and trained personnel for managing, operating, and maintaining the Facility and for coordinating with Buyer, and ensure that necessary personnel are available on-site or on-call twenty-four (24) hours per day during the Delivery Term;

(c) Operate and maintain the Facility with due regard for the safety, security, and reliability of the interconnected facilities and Transmission System; and

(d) Comply, to the extent commercially reasonable to do so, with operating and maintenance standards recommended or required by the Facility's equipment suppliers.

Section 5.2 Operation and Maintenance Plan; Operation and Maintenance Reports. Seller shall devise and implement a plan of inspection, maintenance, and repair for the Facility and the components thereof in order to maintain such equipment in accordance with Prudent Utility Practices, and shall keep records with respect to inspections, maintenance, and repairs thereto. The aforementioned plan and all records of such activities shall be available for inspection by Buyer during Seller's regular business hours upon reasonable notice; provided that Buyer shall at all times comply with Seller's or the contractor's safety and security requirements when present at the Facility.

Section 5.3 Environmental Credits. Seller shall, if applicable, obtain in its own name and at its own expense all pollution or environmental Permits, credits or offsets necessary to operate the Facility in compliance with the Requirements of Law.

Section 5.4 Scheduled and Unscheduled Outages.

(a) Buyer and Seller shall cooperate to minimize Scheduled Outages during certain consecutive or nonconsecutive weeks of each Contract Year (not to exceed twelve (12) weeks per Contract Year) (the "***Major Maintenance Blockout***"), but in accordance with Prudent Utility Practices. No later than one hundred twenty (120) days prior to the anticipated Commercial Operation Date and the commencement of each Contract Year thereafter, Buyer shall provide Seller with its specified Major Maintenance Blockout. In the absence of such updated notification, the most recent previous Major Maintenance Blockout notification shall apply. Seller shall attempt to minimize its Scheduled Outages during the Major Maintenance Blockout consistent with Prudent Utility Practices. No later than sixty (60) days prior to the anticipated Commercial Operation Date and the commencement of each Contract Year thereafter, Seller shall provide Buyer with its non-binding written projection of all Scheduled Outages for the succeeding three (3) years (the "***Scheduled Outage Projection***") reflecting a minimized schedule of scheduled maintenance during the Major Maintenance Blockout. In addition, Seller shall use commercially reasonable efforts to accommodate Buyer's reasonable maintenance scheduling requests consistent with Prudent Utility Practices. The Scheduled Outage Projection shall include information concerning all projected Scheduled Outages during such period, including (i) the anticipated start and end dates of each Scheduled Outage; (ii) a description of the maintenance or repair work to be performed during the Scheduled Outage; and (iii) the anticipated MW capacity, if any, during the Scheduled Outage. Seller shall notify Buyer of any change in the Scheduled Outage Projection as soon as practicable, but in no event later than thirty (30) days prior to the originally-scheduled date of the Scheduled Outage. Seller will use commercially reasonable efforts to accommodate reasonable requests of Buyer with respect to the timing of Scheduled Outages and Seller will, to the extent consistent with Prudent Utility Practices, coordinate Scheduled Outages to coincide with planned transmission outages. In the event of a System Emergency, Seller shall make all reasonable efforts to reschedule any Scheduled Outage previously scheduled to occur during the System Emergency.

(b) In the event of a Forced Outage affecting at least fifty percent (50%) of the Total Nominal Capacity Net of Parasitic Load which Seller anticipates shall be of a duration more than one (1) hour, to the extent practicable, Seller shall notify Buyer within two (2) hours after the commencement of the Forced Outage and, within seven (7) days thereafter, provide detailed information concerning the Forced Outage, including (i) the start and anticipated end dates of the Forced Outage; (ii) a description of the cause of the Forced Outage; (iii) a description of the maintenance or repair work to be performed during the Forced Outage; and (iv) the anticipated MW capacity, if any, during the Forced Outage. Seller shall take all reasonable measures and exercise commercially reasonable efforts to avoid Forced Outages and to limit the duration and extent of any such outages.

(c) In the event of an Unscheduled Outage affecting at least fifty percent (50%) of the Total Nominal Capacity Net of Parasitic Load which Seller anticipates shall be of a duration of more than one (1) hour, Seller shall use its best efforts to notify Buyer of the Unscheduled Outage prior to the commencement of such Unscheduled Outage; provided, however, that if it is not practicable for Seller to notify Buyer of the Unscheduled Outage prior to its commencement, Seller shall notify Buyer of the Unscheduled Outage as soon as practicable after the commencement thereof and, further, shall, within seven (7) days after such notification, provide Buyer with detailed information concerning such Unscheduled Outage, including (i) a description of the cause of such Unscheduled Outage, (ii) a description of any necessary Facility

repairs and replacements, (iii) the remediation of any operational condition affecting the Facility, and (iv) the MW of Facility capacity affected and the duration with respect to such Unscheduled Outage. Seller shall take reasonable measures to avoid Unscheduled Outages and to limit the duration thereof.

Section 5.5 Facility Operation. The Facility shall be operated during the Delivery Term by Seller or such other Person(s) as Seller may contract with from time to time. If Seller contracts with another Person to operate the Facility, the agreement between Seller and such Person shall require that such Person operate the Facility in a manner that is in full compliance with the Requirements. Seller shall provide to Buyer a copy of the relevant agreement (which may be redacted to remove confidential information of the parties thereto).

ARTICLE VI
COMPLIANCE DURING OPERATION PERIOD; GUARANTEES

Section 6.1 Guarantees. Seller warrants and guarantees that (i) it will perform, or cause to be performed, all engineering, operation and maintenance of the Facility in a good and workmanlike manner and in accordance with the Requirements; and (ii) throughout the Delivery Term (a) the Facility will be free and clear of all Liens other than Permitted Encumbrances, and (b) the Facility and all parts thereof will be operated and maintained in material compliance with the Requirements, all applicable requirements of the latest revision of the ASTM, ASME, AWS, EPA, EEI, IEEE, ISA, National Electrical Code, National Electric Safety Code, and OSHA, as applicable, and the Uniform Building Code, Uniform Plumbing Code, and the applicable local County Fire Department Standards of the applicable county. Seller shall promptly repair or replace, consistent with Prudent Utility Practice, any component of the Facility that does not comply with the foregoing warranties and guarantees. Seller shall at all times exercise commercially reasonable efforts to undertake all recommended or required updates or modifications to the Facility, and its equipment and materials, including procedures, programming and software in a timely manner. Seller shall, at its expense, maintain or cause to be maintained throughout the Delivery Term an inventory of spare parts for the Facility in a quantity that is consistent with manufacturers' recommendations and Prudent Utility Practice.

Section 6.2 Buyer's Right to Monitor in General. At Buyer's sole expense and without interfering with Seller's activities at the Facility, Buyer shall have the right, and Seller shall permit Buyer and its representatives, advisors, engineers, and consultants, to observe, inspect, and monitor all operations and activities at the Site; provided that Buyer shall at all times comply with Seller's or the operator's safety and security requirements when present at the Facility. Notwithstanding the foregoing, Seller shall have the right and Buyer shall permit Seller to withhold any proprietary information, including with respect to proprietary intellectual property of Seller; provided that such information shall be provided by Seller to Buyer to the extent required by Buyer to enforce its rights or to carry out its responsibilities under this Agreement. In addition, Buyer shall hold any information obtained during or in connection with such monitoring in confidence pursuant to Section 14.21.

Section 6.3 Effect of Review by Buyer. Any review by Buyer of the operation or maintenance of the Facility is solely for the information of Buyer. Buyer shall have no obligation to share the results of any such review with Seller, nor shall any such review or the results

thereof (whether or not the results are shared with Seller) nor any failure to conduct any such review relieve Seller from any of its obligations under this Agreement. By making any such review, Buyer makes no representation as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller shall in no way represent to any third party that any such review by Buyer of the Facility, including, but not limited to, any review of the operation or maintenance of the Facility by Buyer, is a representation by Buyer as to the economic and technical feasibility, operational capability, or reliability of the Facility. Seller is solely responsible for the economic and technical feasibility, operational capability and reliability thereof.

Section 6.4 Reporting and Information; Administration and Periodic Reporting.

(a) Seller shall provide to Buyer such other information regarding the permitting or operations of Seller, its subcontractors or the Facility, financial or otherwise, and other data concerning Seller, its subcontractors or the Facility as Buyer may, from time to time, reasonably request in order to enforce its rights or discharge its responsibilities under this Agreement. Until the Commercial Operation Date, Seller shall provide to Buyer quarterly written reports describing permitting and development activities in the previous quarter and anticipated progress and activities for the upcoming quarter. Notwithstanding the foregoing, Seller shall have the right and Buyer shall permit Seller to withhold any proprietary information, including with respect to the intellectual property of Seller; provided that such information shall be provided by Seller to Buyer to the extent required by Buyer to enforce its rights or to carry out its responsibilities under this Agreement. In addition, Buyer shall hold any information obtained during or in connection with such monitoring in confidence pursuant to Section 14.21.

(b) Seller shall perform administrative and periodic reporting to Buyer which shall include the following:

(i) Safety matters including monthly reports, including OSHA recordable and non-recordable incidents and site safety information;

(ii) Monthly operational reports with respect to Facility activities, including plant performance, capacity factor, availability, weather and generation data, and in each case confirming that applicable contractual requirements have been met; and

(iii) An update as to compliance of the Facility with NERC and FERC rules and regulations.

Section 6.5 Initial Performance Test. Prior to the Commercial Operation Date, Seller shall provide to Buyer the opportunity, at Buyer's sole expense and without interfering with Seller's activities at the Facility, to: (i) review and monitor the initial performance tests required to satisfy condition (b) in the definition of "Commercial Operation," and Seller shall, or shall cause its contractor, to provide at least ten (10) Business Days prior notice to Buyer before any such test begins; provided that Buyer shall at all times comply with Seller's or the contractor's safety and security requirements when present at the Facility; and (ii) be present to witness such initial performance tests and review the results thereof; provided that Buyer shall at all times

comply with Seller's or the contractor's safety and security requirements when present at the Facility.

Section 6.6 Greenhouse Gas Emissions Reporting Regulations. Seller shall register the Facility with the California Air Resources Board as located within the State of California for all Greenhouse Gas Emissions Reporting Obligations under the State of California Regulation for Mandatory Reporting of Greenhouse Gas Emissions. Notwithstanding the requirement that the Facility be located in California to make the Facility subject to the California Regulation for Mandatory Reporting of Greenhouse Gas Emissions, Seller shall voluntarily report all greenhouse gas emissions produced by the Facility pursuant to the California Regulation for Mandatory Reporting of Greenhouse Gas Emissions, at such time as the Facility emissions of carbon dioxide and/or methane meet or exceed 10,000 metric tons of carbon dioxide equivalent as defined in the California Regulation for Mandatory Reporting of Greenhouse Gas Emissions.

Section 6.7 Quality Assurance Program; Routine and Preventive Maintenance Services.

(a) Seller shall develop a written quality assurance policy ("***Quality Assurance Program***") in accordance with the requirements of Appendix G within sixty (60) days prior to the Commercial Operation Date, and Seller shall cause all work performed on or in connection with the Facility to comply with said Quality Assurance Program.

(b) Seller shall perform routine and preventive maintenance services in accordance with manufacturers' instructions and Prudent Utility Practices, including:

(i) Conducting regular equipment inspections and recording any noncompliance with applicable standard specifications for the equipment, and reporting any noncompliance that materially and adversely affects the Facility's performance or is likely to materially and adversely affect the Facility's performance and any defective conditions or operational failures with respect to the equipment to Buyer;

(ii) Performing all required preventive maintenance, including meter calibration and testing, and scheduling and arranging for routine maintenance during operations and planned outages, and for maintenance that can be conducted during a Forced Outage or an Unscheduled Outage;

(iii) Conducting periodic maintenance to equipment in accordance with Prudent Utility Practices, and providing a report thereof to Buyer;

(iv) Conducting monthly quality assurance inspections of Facility plant and equipment and providing a report thereof to Buyer.

Section 6.8 No Liens. Except as otherwise permitted by this Agreement, the Facility shall be owned by Seller or Seller shall be the lessee of the Facility under a lease during the Agreement Term. Seller shall not sell or otherwise dispose of or create, incur, assume or permit to exist any Lien (other than Permitted Encumbrances) on any portion of the Facility without the prior written approval of Buyer.

Section 6.9 Seller Performance Security.

(a) As a condition to the occurrence of the Effective Date, Seller shall have furnished to Buyer one or more letters of credit issued by Qualified Issuers in the form attached hereto as Appendix E, as such form may be modified with the consent of Buyer (not to be unreasonably withheld or delayed) to reflect the reasonable requests of the Qualified Issuer, in the aggregate amount of two million six hundred nineteen thousand two hundred forty dollars ($2,619,240.00), which shall secure all of Seller's obligations to pay liquidated damages under Section 3.8(a) and Section 3.8(b) ("***Project Commencement Security***"). From and after the Effective Date, Seller shall maintain the Project Commencement Security until Seller posts the Delivery Term Security pursuant to Section 6.9(b) below, or until Buyer is required to return the Project Commencement Security under Section 6.9(c) below.

(b) As a condition to the achievement of Commercial Operation, Seller shall have furnished to Buyer one or more letters of credit issued by Qualified Issuers in the form attached hereto as Appendix E, and in the aggregate amount of ten million four hundred seventy-six thousand nine hundred sixty dollars ($10,476,960.00), which shall guarantee Seller's obligations under this Agreement, beginning on and following the Commercial Operation Date ("***Delivery Term Security***"). Seller may elect to maintain and apply the Project Commencement Security toward the Delivery Term Security. From and after the occurrence of the Commercial Operation Date, Seller shall maintain the Delivery Term Security until the end of the Agreement Term or until Buyer is required to return the Delivery Term Security to Seller as set forth in Section 6.9(d) below. In lieu of the letter of credit required by this Section 6.9(b), Seller may propose a guaranty of a creditworthy third-party; provided that Buyer is not required to accept such guaranty in lieu of the letter of credit unless Buyer determines in its sole discretion to accept such guaranty in a separate writing.

(c) If after the Commercial Operation Date no damages or other amounts are due and owing to Buyer under this Agreement, or if this Agreement terminates prior to the occurrence of the Commercial Operation Date while the Project Commencement Security is outstanding, then Seller shall no longer be required to maintain the Project Commencement Security, and Buyer shall return to Seller the Project Commencement Security, less any amounts drawn by Buyer as permitted under the terms of this Agreement. The Project Commencement Security (or portion thereof) due to Seller shall be returned to Seller within three (3) Business Days after (i) Seller's provision of the Delivery Term Security, unless Seller elects to apply the Project Commencement Security toward the Delivery Term Security, or (ii) the effective date of such earlier termination when damages are no longer due and owing to Buyer.

(d) Buyer shall return the unused portion of Delivery Term Security, if any, to Seller promptly after the following have occurred: (i) the Agreement Term has ended, and (ii) all obligations of Seller arising under this Agreement are paid (whether directly or indirectly such as through set-off or netting) or performed in full.

(e) Seller shall notify Buyer of the occurrence of a Downgrade Event within five (5) Business Days after obtaining knowledge of the occurrence of such event. If at any time a Downgrade Event occurs, then Buyer may require that Seller replace the Performance Security from the Person that has suffered the Downgrade Event within ten (10) Business Days after

notice from Buyer to Seller requesting such replacement Performance Security. In the event that such replacement Performance Security is not so provided by Seller, Buyer shall have the right to demand payment of the full amount of such Performance Security and retain such amount in order to secure Seller's obligations under this Section 6.9 and other applicable provisions of this Agreement; provided that if and to the extent such amount is in excess of the amounts of such obligations of Seller, Buyer shall refund the excess to Seller promptly after all such obligations of Seller under this Agreement have been paid or performed.

(f) Seller shall either provide, or cause to be provided, a replacement letter of credit (from a Qualified Issuer) in the required amount set forth in this Section 6.9 within ten (10) Business Days after the earlier of the date that Seller becomes aware, or Buyer notifies Seller of the occurrence of any one of the following events:

(i) the issuer of the letter of credit does not renew the letter of credit at least thirty (30) Business Days prior to the expiration of such letter of credit;

(ii) the issuer of the letter of credit does not immediately honor Buyer's properly documented request to draw on such letter of credit; or

(iii) the issuer of the letter of credit becomes Bankrupt.

(g) In the event that a replacement letter of credit is not delivered in accordance with Section 6.9(f), Buyer shall have the right to demand payment of the full amount of the letter of credit, as applicable, and to retain such amount in order to secure Seller's obligations under this Section 6.9 and other applicable provisions of this Agreement; provided that, if and to the extent such amount is in excess of the amounts of such obligations of Seller, Buyer shall refund the excess to Seller promptly after all such obligations of Seller under this Agreement have been paid or performed.

(h) Seller shall, from time to time as requested by Buyer, execute, acknowledge, record, register, deliver and file all notices, statements, instruments, and other documents as may be necessary or advisable to render fully valid, perfected, and enforceable under all Requirements of Law the Performance Security and the rights, Liens, and priorities of Buyer with respect to the Performance Security.

(i) Except as otherwise provided in this Agreement, the Performance Security: (i) constitutes security for, but is not a limitation of, Seller's obligations under this Agreement, and (ii) is not Buyer's exclusive remedy against Seller for Seller's failure to perform it obligations under this Agreement.

ARTICLE VII
TRANSMISSION AND SCHEDULING; TITLE AND RISK OF LOSS

Section 7.1 In General.

(a) Seller shall establish a separate and distinct CAISO Resource ID for the Facility. Except as otherwise set forth in this Agreement, Seller shall arrange for, and shall bear all risks and benefits associated with, delivery of all Facility Energy to the Point of Delivery, including the arrangement of and payment for the interconnection of the Facility to the Transmission System and all Transmission Services required to deliver Test Energy and Facility Energy to the Point of Delivery at the CAISO grid, including interconnection costs, transmission losses to the Point of Delivery, and the transmission of Facility Energy, and transformer crossover fees (if applicable) associated with the transmission of Energy from the on-site substation to the Point of Delivery.

(b) Buyer shall arrange for, and shall bear all risks associated with, acceptance and transmission of Delivered Energy at and from the Point of Delivery, including the arrangement of and payment for Transmission Services at and from the Point of Delivery at the CAISO grid, and shall Schedule or arrange for Scheduling and Transmission Services to deliver Delivered Energy to Buyer, including charges related to control area services, inadvertent energy flows, transmission losses, the transmission of Facility Energy, and otherwise associated with the management of Buyer's loads.

Section 7.2 Scheduling Cost Allocation; CAISO Scheduling Coordinator. Seller, or Seller's designated third party, shall act as Scheduling Coordinator for the Facility and shall have the full right and obligation to Schedule all Facility Energy from the Facility in accordance with all CAISO and other applicable requirements to the Point of Delivery. Seller shall be the recipient of all CAISO Revenues associated with operation of the Facility and shall be financially responsible for and shall pay for all CAISO Costs; provided, however, that notwithstanding the foregoing, Buyer shall assume all liability and reimburse Seller for any and all costs or charges under a Settlement Statement attributable to the Delivered Energy. As Scheduling Coordinator, Seller shall, on behalf of Buyer, receive all CAISO Revenues for the sale of each MWh of Delivered Energy, and Seller shall use these revenues to provide Buyer with a credit offset equal to the portion of the CAISO Revenue received that is attributable to that Delivered Energy against any amounts owed by Buyer to Seller for that Delivered Energy ("***CAISO Revenue Credit***"). Within the same invoice, Seller shall apply the CAISO Revenue Credit and Buyer's share of the CAISO Costs. For each MWh of Delivered Energy, the CAISO Revenue Credit, Buyer's share of the CAISO Costs, and the amount due for the Facility Energy from which the credit was derived shall be applied and appear concurrently in one invoice.

Section 7.3 Forecasting and Scheduling of Energy.

(a) Except upon the occurrence of a Buyer curtailment under Section 4.2, or a Curtailment Period under Section 7.4, Seller, as Scheduling Coordinator, shall Schedule all Facility Energy in accordance with the CAISO Tariff, NERC and WECC operating policies and criteria, and any other applicable guidelines, and the Scheduling and forecasting procedures provided in or developed under this Section 7.3. Buyer may instruct Seller to

Schedule and provide Scheduling instructions, and Seller shall Schedule Facility Energy in accordance with those Buyer instructions, provided that those instructions (i) do not limit Seller's ability to generate and deliver Excess Energy and associated Environmental Attributes, and (ii) comply with the CAISO Tariff, NERC and WECC operating policies and criteria, and any other applicable guidelines, and the Scheduling and forecasting procedures provided in or developed under this Section 7.3. If Seller is required to curtail Facility Energy due to the Scheduling instructions provided by Buyer, then such curtailment will be deemed a Buyer curtailment instruction pursuant to Section 4.2 and the amount of such reduction will be deemed Curtailed Energy under Section 4.2. Seller, at its own cost, shall install metering, telemetry and control equipment so as to be able to provide Facility Energy to the Point of Delivery and respond to CAISO, Transmission Provider, or reliability coordinator's dispatch orders.

(b) Seller shall provide, or shall cause its designee to provide, the following non-binding forecasts, and any updates to such forecasts, to Buyer based on the most current forecast of Facility Energy, all in accordance with the requirements of the CAISO Tariff:

(i) At least one-hundred twenty (120) days before (a) the scheduled Commercial Operation Date and (b) the beginning of each Contract Year, a non-binding forecast of each Month's average-day deliveries of Facility Energy from the Facility, for the following eighteen (18) Months.

(ii) No later than sixty (60) days before the beginning of each Month during the Delivery Term, a non-binding forecast of each day's average hourly deliveries of Facility Energy for such Month.

(iii) No later than ten (10) Business Days before the beginning of each Month during the Delivery Term, a non-binding forecast of each day's average hourly deliveries of Facility Energy for the following Month.

(iv) On the first Business Day of each calendar week during the Delivery Term, a non-binding forecast of each day's average deliveries of Facility Energy, by hour, for the following fourteen (14) days.

(v) By 5:30 a.m. Pacific Prevailing Time on the Business Day immediately preceding each day of delivery of Facility Energy during the Delivery Term, a copy of a non-binding hourly forecast of deliveries of Facility Energy for each hour of the immediately succeeding day. Any forecast provided on a day prior to any non-Business Day shall include forecasts for the immediate day, each succeeding non-Business Day and the next Business Day. Seller shall, by 9:00 a.m. Pacific Prevailing Time, provide to Buyer a copy of any updates to such forecast indicating a change in forecasted Facility Energy from the then-current forecast.

(vi) Prior to 12:00 p.m. Pacific Prevailing Time of the Business Day immediately preceding each WECC Prescheduling Day (as defined by WECC) for each hour of the Delivery Day (as defined by WECC) in MW or MWh units (as applicable), in the format reasonably designated by Buyer, a non-binding preschedule

forecast of Facility Energy via email. The pre-scheduled amounts of Facility Energy shall be the good faith non-binding estimate of Seller or Seller's designee of the anticipated delivery of Facility Energy at the time. A forecast provided a day prior to any non- Business Day shall include non-binding forecasts for the next day, each succeeding non-Business Day and the next Business Day. Seller or Seller's designee shall provide a copy of any and all updates to the forecast of the Facility's availability from the then-current forecast.

(c) Seller shall notify Buyer via email, telephone, or other mutually acceptable method, of any hourly changes due to a change in Facility availability or an outage no later than one-hundred five (105) minutes prior to the start of such Scheduling hour, or such other limit as specified in the CAISO Tariff. Seller shall notify Buyer of other unanticipated changes in availability by email or telephone as promptly as reasonably possible. Any notice delivered under this Section 7.3(c) shall include the reason for the outage and an estimated duration of the outage. Once the outage has ended, Seller shall notify Buyer that the outage has ended, the cause of the outage, and the actions taken to resolve the outage in order for the CAISO outage report to be updated accordingly.

(d) Throughout the Delivery Term, Seller shall provide to Buyer the following data on a real-time basis, and in a format that reasonably allows Buyer to copy, paste or otherwise use such data:

(i) Read-only access via secure login credentials to Energy output information collected by the SCADA system for the Facility; *provided* that if Buyer is unable to access the Facility's SCADA system, then upon written request from Buyer, Seller shall provide Energy output information through such other format as may be mutually acceptable to Seller and Buyer, all as may be updated from time to time based on advancements in technology in accordance with Prudent Utility Practices; and

(ii) Read-only access to all Electric Metering Devices.

(e) Seller will provide Buyer's real time operators with continuously updated non-binding hourly forecasts of deliveries of Facility Energy for each hour of the succeeding twenty four (24)-hour period, in either electronic format, via an internet website accessible via secure login credentials, or via email in the form of an excel spreadsheet (or any combination thereof, so long as Buyer's real time operator is able to readily access and utilize such forecasts), transmitted on an hourly basis. Seller shall reasonably cooperate with Buyer to attempt to optimize the estimates for such time period two (2) hours prior to such forecasts. Seller shall reasonably cooperate with Buyer to enable such forecasts to be prepared in accordance with mutually agreed upon communications protocols as they are implemented or upgraded from time to time in accordance with Prudent Utility Practices.

(f) Seller shall develop forecasting and Scheduling procedures in addition to those set forth in this Section 7.3, in order to administer the provisions of this Agreement in compliance with all applicable Requirements and requirements of the Transmission Provider, CAISO, NERC, WECC, and any balancing authority involved in the Scheduling of Energy under this Agreement. Seller shall promptly cooperate to make any reasonably necessary and

appropriate modifications to such forecasting or Scheduling procedures as may be required from time to time.

(g) Fifteen days after the end of each Month, Seller shall provide Buyer with a report of past generation performance for the Facility that includes, but is not limited to: (i) a Facility performance summary with month/year to date Facility performance for MWh generation, capacity factor; (ii) a comparison of actual versus expected availability, and average illumination; (iii) an operational summary including weather for the month, reasons for downtime, scheduled maintenance and repairs, curtailment events; and (iv) a safety and environmental summary.

Section 7.4 Curtailment Required by CAISO or Transmission Provider.

(a) Seller shall reduce deliveries of Energy for curtailments required by the CAISO or any Transmission Provider due to a System Emergency not resulting from the fault or negligence of Buyer. During the Delivery Term, the Parties shall estimate the amount of curtailed Energy for each such curtailment event by multiplying (a) the arithmetic average of the Facility's metered output rate, in MW, immediately before and after such curtailment event, by (b) the duration of such curtailment event. The Parties shall use the curtailed Energy estimate solely for the purpose of determining Seller's compliance towards Guaranteed Generation, and not for purposes of calculating any payments due from Buyer to Seller, and Buyer shall not be required to pay Seller for such curtailed Energy.

(b) In the event that Buyer is unable, for any reason (including as a result of transmission constraints downstream of the applicable Point of Delivery that do not constitute a System Emergency), to utilize Facility Energy, Seller shall use commercially reasonable efforts to sell the Facility Energy (together with all Environmental Attributes) to one or more third parties in amounts and for the duration specified by Buyer and, if successful (i) Buyer shall pay Seller at the prices set forth in Appendix A as if such Facility Energy were Delivered Energy and (ii) Seller shall remit the proceeds of such third party sales (net of any incremental costs to Seller associated with such sales) to Buyer, whether such proceeds are greater or less than the amounts paid by Buyer to Seller for such Facility Energy. For the avoidance of doubt, Seller shall not be under any obligation to reduce deliveries of Energy under this Agreement, and Buyer shall be obligated to take delivery of and pay for all Energy that can be delivered by Seller to the Point of Delivery, except to the extent that such Energy exceeds the Maximum Generation, or in the event of System Emergency, Force Majeure or when Seller actually remarkets Facility Energy as provided above. Facility Energy remarketed by Seller to third parties as provided for above or pursuant to Section 4.2 shall be considered Delivered Energy delivered to Buyer for the purposes of the Guaranteed Generation.

Section 7.5 Title; Risk of Loss. As between the Parties, Seller shall be deemed to be in exclusive control (and responsible for all damages or injury caused thereby) of Facility Energy prior to a Point of Delivery, and Buyer shall be deemed to be in exclusive control (and responsible for all damages or injury caused thereby) of Facility Energy at and from the Point of Delivery. Seller shall deliver all Facility Energy, Capacity Rights, and Environmental Attributes to Buyer free and clear of all Liens created by any Person other than Buyer. Title to and risk of

loss as to all Facility Energy, Capacity Rights, and Environmental Attributes shall pass from Seller to Buyer at the respective Point of Delivery.

ARTICLE VIII
ENVIRONMENTAL ATTRIBUTES; EPS AND RPS COMPLIANCE

Section 8.1 Transfer of Environmental Attributes. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by Buyer and Seller to purchase and sell Delivered Energy on the terms and conditions set forth herein, Seller shall transfer to Buyer, and Buyer shall receive from Seller, all right, title, and interest in and to all Environmental Attributes, whether now existing or acquired by Seller or that hereafter come into existence or are acquired by Seller during the Delivery Term, for all Delivered Energy. Buyer's Energy Share of Environmental Attributes that are in, or that come into, existence with respect to Energy generated by the Facility that serves Parasitic Load shall be transferred by Seller to and received by Buyer. Seller agrees to transfer and make such Environmental Attributes available to Buyer immediately to the fullest extent allowed by applicable law upon Seller's production or acquisition of the Environmental Attributes. Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of such Environmental Attributes to any Person other than Buyer or attempt to do any of the foregoing with respect to any of such Environmental Attributes. The consideration for the transfer of such Environmental Attributes is contained within the relevant prices for Delivered Energy under ARTICLE IV and Appendix A.

Section 8.2 Reporting of Ownership of Environmental Attributes. During the Delivery Term, Seller shall not report to any Person that the Environmental Attributes granted hereunder to Buyer belong to any Person other than Buyer, and Buyer may report under any program that such Environmental Attributes purchased hereunder belong to it.

Section 8.3 Environmental Attributes. Upon Buyer's request, Seller shall take all reasonable actions and execute all documents or instruments as are reasonable and necessary under applicable law, bilateral arrangements or other voluntary Environmental Attribute programs of any kind, as applicable, to maximize the attribution, accrual, realization, generation, production, recognition and validation of Environmental Attributes throughout the Delivery Term.

Section 8.4 Use of Accounting System to Transfer Environmental Attributes. In furtherance and not in limitation of Section 8.3, Seller shall use WREGIS or any successor system to evidence the transfer of all Environmental Attributes considered RECs under applicable law or any voluntary program ("***WREGIS Certificates***") associated with Delivered Energy in accordance with WREGIS reporting protocols and shall register the Facility with WREGIS. After the Facility is registered with WREGIS, at Buyer's option, Seller shall (i) transfer WREGIS Certificates using the Forward Certificate Transfer method, as described in WREGIS Operating Rules, from Seller's WREGIS account to up to three WREGIS accounts, as designated by Buyer, or (ii) retire said WREGIS Certificates into Seller's WREGIS Retirement sub-account on behalf of Seller's requirements (if any); provided, however, that Buyer shall initially select to use either option (i) or (ii) thirty (30) days prior to Seller's delivery of any Delivered Energy to the Point of Delivery, and, provided further, if option (i) is selected, Buyer may change to option (ii) at the beginning of any calendar year during the Delivery Term upon

thirty (30) days advance written notice. If option (ii) is selected, then Buyer shall provide Seller the number and vintage of MWh of WREGIS Certificates to be retired by providing written notice to Seller not later than thirty (30) days prior to the desired retirement date. Seller shall be responsible for the WREGIS expenses associated with registering the Facility, maintaining its account, WREGIS Certificate issuance fees, and transferring WREGIS Certificates to Buyer or any other designees, and Buyer shall be responsible for the WREGIS expenses associated with maintaining its account, or the accounts of its designees, if any, and subsequent transferring or retiring of WREGIS Certificates, or Seller's fees for the retirement of WREGIS Certificates on behalf of Buyer. Forward Certificate Transfers shall occur monthly based on the certificate creation time-line established by the WREGIS Operating Rules. Seller shall be responsible for, at its expense, validating and disputing data with WREGIS prior to WREGIS Certificate creation each month. In the event that WREGIS is not in operation, or WREGIS does not track Seller's transfer of WREGIS Certificates to Buyer or its designees for purposes of any RECs attributed, accrued, realized, generated, produced, recognized or validated relative to the Delivered Energy from the Facility, or Buyer chooses not to use WREGIS for any reason, Seller shall document the production and transfer of RECs under this Agreement by delivering to Buyer an attestation for the RECs associated with the Delivered Energy produced by the Facility, measured in whole MWh, or by such other method as Buyer shall designate. Buyer shall take all necessary actions to facilitate the transfer or retirement of Environmental Attributes as provided above, including accepting any transfer requests made by Seller through WREGIS in accordance with the foregoing.

Section 8.5 Further Assurances. Regardless of whether Seller and Buyer use WREGIS or any successor system, Seller shall document the production of Environmental Attributes associated with the Delivered Energy by delivering with each invoice to Buyer an attestation for Environmental Attributes associated with the Delivered Energy produced by the Facility. The form of attestation is set forth as Appendix D. At Buyer's request, the Parties shall execute all such documents and instruments and take such other action in order to effect the transfer of the Environmental Attributes specified in this Agreement to Buyer's Participating Members and to maximize the attribution, accrual, realization, generation, production, recognition and validation of Environmental Attributes throughout the Delivery Term as Buyer may reasonably request. In the event of the promulgation of a scheme involving Environmental Attributes administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement shall not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfer can be recorded. Each Party shall promptly give the other Party copies of all documents it submits to CAMD to effectuate any transfers.

Section 8.6 RPS and EPS Compliance.

(a) Seller warrants and guarantees that, upon the receipt of notice from the CEC that the Facility is CEC Certified, and at all times thereafter until the expiration or earlier termination of the Agreement Term, the Facility shall be CEC Certified and the Energy that is delivered to Buyer at the Point of Delivery (including the Delivered Energy and the associated Environmental Attributes) shall be both RPS Compliant and EPS Compliant, provided, however, if and to the extent a Change in Law occurs during such period that causes the Facility, the Delivered Energy or the associated Environmental Attributes to no longer be RPS Compliant and EPS Compliant, then it shall not be an Event of Default if following Commercial Operation

Seller uses commercially reasonable efforts to comply with such Change in Law. In the event of such Change in Law resulting in partial or total loss of compliance, Buyer shall be entitled to retain from each payment to be made to Seller under Section 4.1 a portion therefrom equal to the positive difference between (i) the price of the Delivered Energy pursuant to Section 4.1 and (ii) the average of the CAISO SP-15 EZGen Trading Hub day-ahead Energy prices during each month that the Facility (including the Delivered Energy and the associated Environmental Attributes) is not RPS Compliant and EPS Compliant, as published by the CAISO or its successor index, or any other index mutually agreed by the Parties; provided that in no event during such period shall Buyer be obligated to pay Seller an amount for Delivered Energy that is greater than the Contract Price. Buyer shall release such retained amount, which shall be calculated without interest of any kind, within forty-five (45) days following the receipt of evidence from Seller that the Facility has become RPS Compliant and EPS Compliant, but only if and to the extent that the Environmental Attributes generated during the period of non-compliance can be attributed towards Buyer's requirements under the RPS Law and the requirements of California Public Utilities Code Section 399.16(b)(1). From time to time and at any time requested by Buyer, Seller will furnish to Buyer or Governmental Authorities or other Persons designated by Buyer, all certificates and other documentation reasonably requested by Buyer in order to demonstrate that the Facility, the Delivered Energy, and the associated Environmental Attributes are RPS Compliant and EPS Compliant. However, if the Facility remains unable to be RPS Compliant and EPS Compliant as a result of the Change in Law after six (6) months following such Change in Law, either Party may terminate this Agreement upon thirty (30) days advance written notice to the other; provided that such six (6) month period shall be extended for a period that does not exceed an additional six (6) months if Seller shall furnish to Buyer a written opinion by an independent consultant selected by Seller and acceptable to Buyer (in its reasonable discretion) to the effect that Seller, using its reasonable commercial efforts, is capable of making the Facility (including the Delivered Energy and associated Environmental Attributes) RPS Compliant and EPS Compliant within such additional period.

(b) The Parties acknowledge that WREGIS does not currently permit Seller to obtain WREGIS Certificates for an amount of Energy equal to the Parasitic Load, whether or not Energy generated by the Facility, or energy from another source, serves such Parasitic Load. In the event that (i) WREGIS changes the WREGIS Operating Rules to permit Seller to obtain WREGIS Certificates for Energy generated by the Facility that would serve some or all of the Parasitic Load in the absence of Energy acquired by Seller to serve such Parasitic Load from a source other than the Facility, (ii) Seller elects, in its sole discretion, to acquire Energy from a source other than the Facility to serve some or all of its Parasitic Load, and (iii) such Energy generated by the Facility that would have served the Parasitic Load in the absence of the acquisition of Energy by Seller as described in (ii) above is RPS Compliant and EPS Compliant, such amounts of Energy generated by the Facility shall for the purposes of this Agreement constitute Facility Energy and shall be sold to Buyer in accordance with the provisions of this Agreement.

ARTICLE IX
SHORTFALL OF ENERGY

Section 9.1 Shortfall. During each Contract Year, all Delivered Energy shall first be applied to the determination of whether Seller has delivered the Guaranteed Generation. Except

to the extent caused by (a) Force Majeure, (b) curtailment under Section 4.2 or Section 7.4, or (c) Buyer's failure to accept Facility Energy in accordance with this Agreement, if Seller fails during any Contract Year to deliver Delivered Energy in an amount equal to the Guaranteed Generation (the amount of such shortfall, the "**Shortfall Energy**"), then Seller shall pay Shortfall Liquidated Damages in accordance with Section 9.2.

Section 9.2 Shortfall Liquidated Damages. Seller shall pay Buyer, as liquidated damages, an amount for each MWh of Shortfall Energy equal to the positive difference, if any, obtained by subtracting the amount that Buyer would have paid had Facility Energy equal to the amount of Shortfall Energy been delivered to the Point of Delivery from the Replacement Price ("**Shortfall Liquidated Damages**"). Buyer shall provide Seller prompt written notice of the Replacement Price together with back-up documentation. Buyer shall invoice Seller for Shortfall Liquidated Damages, if any, annually after the end of each Contract Year, and Seller shall pay the Shortfall Liquidated Damages within thirty (30) days of receipt of Buyer's invoice. The Shortfall Liquidated Damages payable under this Section 9.2 shall be payable in lieu of actual damages, shall be guaranteed as to payment by the Delivery Term Security, and, notwithstanding any other provision of this Agreement, other than Buyer's remedies for a Default by Seller under Section 13.1(vi), Shortfall Liquidated Damages shall be Buyer's sole remedy, and Seller's sole liability, for Seller's failure to deliver Facility Energy and the associated Environmental Attributes, as provided under Section 9.1 and this Section 9.2. The Parties acknowledge and agree that (i) the damages that Buyer would incur due to shortfalls in Delivered Energy would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in those circumstances and, therefore, Shortfall Liquidated Damages are a fair and reasonable calculation of such damages.

ARTICLE X
CAPACITY RIGHTS

Section 10.1 Purchase and Sale of Capacity Rights. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by Buyer and Seller to purchase and sell Facility Energy and Environmental Attributes on the terms and conditions set forth in this Agreement, Seller hereby transfers to Buyer, and Buyer hereby accepts from Seller, Buyer's Capacity Share of the Capacity Rights. The consideration for the transfer of Buyer's Capacity Share of the Capacity Rights is contained within the relevant prices for Delivered Energy. In no event shall Buyer have any obligation or liability whatsoever for any debt pertaining to the Facility by virtue of Buyer's ownership of the Capacity Rights or otherwise.

Section 10.2 Representation Regarding Ownership of Capacity Rights. Seller shall not (i) assign, transfer, convey, encumber, sell or otherwise dispose of any of Buyer's Capacity Share of the Capacity Rights to any Person other than Buyer or attempt to do any of the foregoing with respect to any of Buyer's Capacity Share of the Capacity Rights and (ii) report to any Person that any of Buyer's Capacity Share of the Capacity Rights belong to any Person other than Buyer. Buyer may, at its own expense, report to any Person that Buyer's Capacity Share of the Capacity Rights belong to it.

Section 10.3 Deliverability. Seller shall enter into and maintain a Large Generation Interconnection Agreement or Small Generation Interconnection Agreement, as applicable, with

SCE that provides for full capacity deliverability of not less than 20 MW from the Facility, which will be used for Seller's obligations to Buyer under this Agreement.

Section 10.4 Failure to Provide Designated RA Capacity.

(a) Seller shall provide Buyer with the Designated RA Capacity by submitting Supply Plans in accordance with the CAISO Tariff to identify and confirm the Designated RA Capacity provided to Buyer. If Seller is unable to provide the entire Designated RA Capacity from the Facility for a given period of time, then Seller may replace all or a portion of the Designated RA Capacity with replacement resource adequacy capacity from a generating facility other than the Facility ("***Alternate Capacity***"), provided that such Alternate Capacity has equivalent RAR Attributes compared to the Designated RA Capacity not provided by Seller from the Facility. Seller shall notify Buyer, before or simultaneously with Seller's notice to the CAISO, of Seller's intent to provide Alternate Capacity, including the relevant Supply Plan, the source, volume and duration, and such other information as may be reasonably requested by Buyer. Seller shall reimburse Buyer for all additional costs of Buyer arising from or related to Seller providing Alternate Capacity.

(b) If Seller fails to provide any portion of the Designated RA Capacity in accordance with Section 10.4(a) and does not provide Alternate Capacity for such volume in accordance with Section 10.4(a), then Buyer may, but shall not be required to, replace any Designated RA Capacity not provided by Seller or replaced by Seller with Alternate Capacity with capacity having equivalent RAR Attributes compared to the Designated RA Capacity not provided by Seller or replaced by Seller with Alternate Capacity (the "***RA Replacement Capacity***"). Buyer may, but is not required to, enter into purchase transactions with one or more other parties to replace Designated RA Capacity not provided by Seller or replaced by Seller with Alternate Capacity. Buyer shall act in a commercially reasonable manner in purchasing any RA Replacement Capacity.

(c) Except in the case that Seller is not able to provide the Designated RA Capacity to Buyer due solely to a Force Majeure, Buyer's failure to perform its obligations under this Agreement, or a change in the rules of the CAISO, CPUC or other Governmental Body having jurisdiction that cannot be mitigated by Seller using commercially reasonable efforts and that prevents Seller from providing the Designated RA Capacity to Buyer, then Seller shall pay to Buyer an amount equal to (i) the RA Replacement Price for such month, times (ii) the quantity of Designated RA Capacity not provided by Seller for such month, minus the quantity of Alternate Capacity provided by Seller for such month.

(d) Except in the case that Seller is not able to provide the Designated RA Capacity to Buyer due solely to a Force Majeure, Buyer's failure to perform its obligations under this Agreement, or a change in the rules of the CAISO, CPUC or other Governmental Body having jurisdiction that cannot be mitigated by Seller using commercially reasonable efforts and that prevents Seller from providing the Designated RA Capacity to Buyer, Seller shall indemnify Buyer for any monetary penalties or fines assessed against Buyer or each of Buyer's Participating Members by the CPUC or the CAISO to the extent resulting solely from the Designated RA Capacity not provided by Seller or replaced by Seller with Alternate Capacity. The Parties shall use commercially reasonable efforts to minimize such penalties and fines;

provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. Seller will have no obligation to Buyer under this Section 10.4(d) in respect of the portion of the Designated RA Capacity for which Seller has paid damages under Section 10.4(c).

(e) Payment by Seller of liquidated damages under Section 10.4(c) or Seller's indemnification obligations under Section 10.4(d) are Buyer's exclusive remedies for any failure of Seller to deliver the Designated RA Capacity.

Section 10.5 Further Assurances. Seller shall execute and deliver such documents and instruments and take such other actions as Buyer may reasonably request and that are customary and expected of Seller in California electric power markets to effect recognition and transfer of the Capacity Rights to Buyer. Seller shall bear the costs associated therewith. Buyer shall execute and deliver such documents and instruments and take such other actions as Seller may reasonably request and that are customary and expected of Buyer in California electric power markets to effect recognition and transfer of the Capacity Rights to Buyer. Buyer shall bear the costs associated therewith; except that this provision does not affect Seller's obligations under Section 14.7(e).

ARTICLE XI
BILLING; PAYMENT; AUDITS; METERING; ATTESTATIONS; POLICIES

Section 11.1 Billing and Payment. Billing and payment for all Delivered Energy shall be as set forth in this ARTICLE XI.

Section 11.2 Calculation of Energy Delivered; Invoices and Payment.

(a) **Delivered Quantity**. For each month during the Agreement Term, commencing with the first month in which Energy is delivered by Seller to and received by Buyer under this Agreement, Seller shall calculate the amount of Energy so delivered and received during such month as determined, in the case of Delivered Energy, from recordings produced by the Electric Metering Devices maintained pursuant to Section 11.6, at or near midnight on the last day of the month in question.

(b) **Invoice**. Not later than the tenth (10th) day of each month, commencing with the month next following the month in which Energy is first delivered by Seller and received by Buyer under this Agreement, Seller shall deliver to Buyer a proper invoice showing the amount of Energy delivered by Seller and received by Buyer during the preceding month, Seller's computation of the amount due Seller in respect thereof for Delivered Energy in accordance with Appendix A, and the amount of any credit, including the CAISO Revenue Credit, or setoff to which Buyer is entitled for the preceding month pursuant to Section 11.4 and pursuant to Section 7.2. Seller shall deliver to Buyer with each monthly invoice copies of the recordings and data from the Electric Metering Devices that support the calculations of Energy and Environmental Attributes included in the invoice for such month. Monthly invoices shall be sent to the address set forth in Appendix C or such other address as Buyer may provide to Seller.

(i) Monthly invoices shall contain a statement that the representations and warranties set forth in this Agreement remain true and correct as of the date of the

invoice and that there exists no Default by Seller or any event that, after notice or with the passage of time or both, would constitute a Default, or, if the foregoing statement cannot be made, Seller shall list, in detail, for each representation or warranty in this Agreement that is no longer true and correct or for each Default or potential Default, the nature of the condition or event, the period during which it has existed and the action which Seller has taken, is taking, or proposes to take with respect to each such condition or event.

(ii) Seller shall deliver to Buyer attestations of Environmental Attribute pursuant to Section 8.5 concurrently with the monthly invoices sent pursuant to this Section 11.2.

(iii) Buyer shall not be required to make invoice payments if the invoice is received more than six (6) months after the billing period. Each invoice shall show the title of the Agreement and, if applicable, the Agreement number, the name, address and identifying information of Seller and the identification of material, equipment, or services covered by the invoices.

(c) **Payment**. Not later than the thirtieth (30th) day after receipt by Buyer of Seller's monthly invoice (or the next succeeding Business Day, if such thirtieth (30th) day is not a Business Day), Buyer shall pay to Seller, by wire transfer of immediately available funds to an account specified by Seller or by any other means agreed to by the Parties from time to time, the amount set forth as due in such monthly invoice, subject to Section 11.3.

Section 11.3 Disputed Invoices. In the event any portion of any invoice is in dispute, the undisputed amount shall be paid when due. The Party disputing a payment shall promptly notify the other Party of the basis for the dispute, setting forth the details of such dispute in reasonable specificity. Disputes shall be discussed by the Authorized Representatives, who shall use reasonable efforts to amicably and promptly resolve the disputes, and any failure to agree shall be subject to resolution in accordance with Section 14.3. Upon resolution of any dispute, if all or part of the disputed amount is later determined to have been due, then the Party owing such payment or refund shall pay within ten (10) days after receipt of notice of such determination the amount determined to be due plus interest thereon at the Interest Rate from the due date until the date of payment. For purposes of this Section 11.3, "***Interest Rate***" shall mean the lesser of (i) two hundred (200) basis points above the per annum prime rate reported daily in The Wall Street Journal, or (ii) the maximum rate permitted by applicable Requirements of Law. Buyer may dispute an invoice at any time within three hundred sixty-five (365) days after Buyer's receipt of the invoice, provided that Buyer provides Seller with a written notification of such dispute, setting forth the details of such dispute in reasonable specificity. If, within three hundred sixty-five (365) days of Buyer's receipt of an invoice, Buyer does not notify Seller in writing of a dispute related to that invoice, Buyer shall be deemed to have waived any dispute related to that invoice and the invoice shall be considered correct and complete.

Section 11.4 Right of Setoff. In addition to any right now or hereafter granted under applicable law and not by way of limitation of any such rights, either Party shall have the right at any time or from time to time without notice to the other Party or to any other Person, any such notice being hereby expressly waived, to set off against any amount due from such Party to the

other under this Agreement any amount due from the other Party to it under this Agreement, including any amounts due because of breach of this Agreement or any other obligation.

Section 11.5 Records and Audits. Seller shall maintain, and shall cause Seller's subcontractors and suppliers as applicable to maintain all records pertaining to the management of this Agreement, related subcontracts, and performance of services pursuant to this Agreement (including all billings, costs, metering, and Environmental Attributes), in their original form, including reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (for example, machine readable media such as disk or tape, etc.) or type (for example, databases, applications software, database management software, or utilities), sufficient to properly reflect all services performed pursuant to this Agreement. If Seller or Seller's subcontractors or suppliers are required to submit cost or pricing data in connection with this Agreement, Seller shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Buyer and the Authorized Auditors may discuss such records with Seller's officers and independent public accountants (and by this provision Seller authorizes said accountants to discuss such billings and costs), all at such times and as often as may be reasonably requested. All such records shall be retained and shall be subject to examination and audit by the Authorized Auditors for a period of not less than four (4) years following final payment made by Buyer hereunder or the expiration or termination date of this Agreement, whichever is later. Seller shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, or other authentic reproductions thereof, available to the Authorized Auditors at the Seller's offices located at all reasonable times and without charge. The Authorized Auditors may reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by Seller on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. Seller shall not, however, be required to furnish the Authorized Auditors with commonly available software. Seller and Seller's subcontractors and suppliers, as applicable to the services provided under this Agreement, shall be subject at any time with fourteen (14) days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation. Examinations and audits shall be performed using generally accepted auditing practices and principles and applicable Governmental Authority audit standards. If Seller utilizes or is subject to FAR, Part 30 and 31, *et seq*. accounting procedures, or a portion thereof, examinations and audits shall utilize such information. To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective. Consistent with standard auditing procedures, Seller shall be provided fifteen (15) days to review the Authorized Auditor's examination results or audit and respond to Buyer's prior to the examination's or audit's finalization and public release. If the Authorized Auditor's examination or audit indicates Seller has been overpaid under a previous payment application, the identified overpayment amount shall be paid by Seller to Buyer within fifteen (15) days of notice to Seller of the identified overpayment. Notwithstanding the foregoing, if the audit reveals that Buyer's overpayment to Seller is more than the greater of $100,000 or five percent (5.0%) of the billings reviewed, Seller shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by Seller to Buyer within fifteen (15) days of notice to the Seller of such costs and expenses. Any

information provided by Seller to the Authorized Auditor shall be held by such Authorized Auditor in strict confidence and Seller may require such Authorized Auditor to enter into a reasonable confidentiality agreement prior to the disclosure of information hereunder; provided that the Authorized Auditors shall not be prevented from disclosure of such information to Buyer to the extent such disclosure to Buyer is required to enable Buyer to carry out its rights and responsibilities under this Agreement and Buyer shall treat such information as Confidential Information to the extent provided under Section 14.21.

Section 11.6 Electric Metering Devices.

(a) Delivered Energy shall be measured using Electric Metering Devices installed, owned and maintained by the Seller. If the Electric Metering Devices are not installed at a Point of Delivery, then meters or meter readings shall be adjusted to reflect losses from the Electric Metering Devices to such Point of Delivery. To the extent consistent with the requirements of the Transmission Provider, all Electric Metering Devices used to provide data for the computation of payments shall be sealed and Seller or its designee shall only break the seal when such Electric Metering Devices are to be inspected and tested or adjusted in accordance with this Section 11.6. Seller or its designee shall specify the number, type, and location of such Electric Metering Devices.

(b) Seller or its designee, at no expense to Buyer, shall inspect and test all Electric Metering Devices upon installation and at least annually thereafter. Seller shall provide Buyer with reasonable advance notice of, and permit a representative of Buyer to witness and verify, such inspections and tests to the extent consistent with the requirements of the Transmission Provider. Upon request by Buyer, Seller or its designee shall perform additional inspections or tests of any Electric Metering Device and shall allow a qualified representative of Buyer the right to inspect or witness the testing of any Electric Metering Device. The actual expense of any such requested additional inspection or testing shall be borne by Buyer, unless the results of such additional inspection or testing show an inaccuracy greater than one percent (1%), in which case Seller shall bear such costs. Seller shall provide copies of any inspection or testing reports to Buyer. Notwithstanding the foregoing, Seller shall have the right and Buyer shall permit Seller to withhold proprietary information unless such information is reasonably needed by Buyer to evaluate and verify such inspections and tests. In addition, Buyer shall hold any information obtained during or in connection with such inspections and tests in confidence.

(c) If an Electric Metering Device fails to register, or if the measurement made by an Electric Metering Device is found upon testing to be inaccurate by more than one percent (1.0%), an adjustment shall be made correcting all measurements by the inaccurate or defective Electric Metering Device for both the amount of the inaccuracy and the period of the inaccuracy. The adjustment period shall be determined by reference to Seller's check-meters, if any, or as far as can be reasonably ascertained by Seller from the best available data, subject to review and approval by Buyer. If the period of the inaccuracy cannot be ascertained reasonably, any such adjustment shall be for a period equal to one-third of the time elapsed since the preceding test of the Electric Metering Devices. To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyer, Buyer shall use the corrected measurements as determined in accordance with this Section 11.6to recompute the amount due for the period of the inaccuracy and shall subtract the previous payments by Buyer

for this period from such recomputed amount. If the difference is a positive number, the difference shall be paid by Buyer to Seller; if the difference is a negative number, that difference shall be paid by Seller to Buyer, or at the discretion of Buyer, may take the form of an offset to payments due to Seller from Buyer. Payment of such difference by the owing Party shall be made not later than thirty (30) days after the owing Party receives notice of the amount due, unless Buyer elects payment via an offset.

Section 11.7 Taxes. Seller shall be responsible for and shall pay before the due dates therefor, any and all federal, state and local Taxes incurred by it as a result of entering into this Agreement and all Taxes imposed or assessed with respect to the Facility, the Facility site, or any other assets of Seller, the sale of Facility Energy and Environmental Attributes and all Taxes related to Seller's income. Buyer shall be responsible for and shall pay before the due dates therefor, any and all federal, state and local Taxes incurred by it as a result of entering into this Agreement and all Taxes imposed or assessed with respect to any assets of Buyer or the purchase of Facility Energy and Environmental Attributes under this Agreement.

ARTICLE XII
REPRESENTATIONS AND WARRANTIES; COVENANTS OF SELLER

Section 12.1 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller as of the Effective Date:

(i) Buyer is a validly existing California joint powers authority and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and each Buyer Ancillary Document and carry out the transactions contemplated hereby and thereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and all such Buyer Ancillary Documents.

(ii) The execution, delivery and performance by Buyer of this Agreement and each Buyer Ancillary Document have been duly authorized by all necessary action, and do not and will not require any consent or approval of Buyer's regulatory or governing bodies, other than that which has been obtained.

(iii) This Agreement and each of the Buyer Ancillary Documents constitute the legal, valid, and binding obligation of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

Section 12.2 Representations, Warranties and Covenants of Seller. Seller makes the following representations and warranties to Buyer as of the Effective Date:

(i) Each of the Seller Parties is a general partnership, corporation or limited liability company duly organized, validly existing, and in good standing under the

laws of its respective state of incorporation or organization, is qualified to do business in the State of California and to the extent required by the nature or scope of its operations, the State of Nevada, and has the legal power and authority to own and lease its properties, to carry on its business as now being conducted and (in the case of Seller) to enter into this Agreement and (in the case of each Seller Party) each Seller Ancillary Document to which it may be party and, carry out the transactions contemplated hereby and/or thereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and/or all Seller Ancillary Documents.

(ii) The execution, delivery and performance by the Seller and the Seller Parties of this Agreement and all Seller Ancillary Documents, as applicable, have been duly authorized by all necessary action, and do not and will not require any consent or approval other than those which have already been obtained.

(iii) The execution and delivery of this Agreement and all Seller Ancillary Documents, the consummation of the transactions contemplated hereby and thereby and the fulfillment of and compliance with the provisions of this Agreement and the Seller Ancillary Documents by the respective Seller Party, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Requirement of Law, or any organizational documents, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other material agreement or instrument to which the applicable Seller Party is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing or result in or require the creation or imposition of any Lien upon any of the properties or assets of the applicable Seller Party (except as contemplated or permitted hereby), and each Seller Party has obtained or shall timely obtain all Permits required for the performance of its obligations hereunder and thereunder, as the case may be, and Seller will timely obtain all Permits required for the operation of the Facility in accordance with Prudent Utility Practices, the requirements of this Agreement, the Seller Ancillary Documents and all applicable Requirements of Law.

(iv) Each of this Agreement and the Seller Ancillary Documents constitutes the legal, valid and binding obligation of the respective Seller Party which is party thereto enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(v) There is no pending, or to the knowledge of the Seller, threatened action or proceeding affecting any Seller Party before any Governmental Authority, which purports to affect the legality, validity or enforceability of this Agreement or any of the Seller Ancillary Documents.

(vi) None of the Seller Parties is in violation of any Requirement of Law, which violations, individually or in the aggregate, would reasonably be expected to result in a material adverse effect on the business, assets, operations, condition (financial

or otherwise) or prospects of any Seller Party, or the ability of any Seller Party to perform any of its obligations under this Agreement or any Seller Ancillary Document.

(vii) Seller is and will be throughout the term of this Agreement a Special Purpose Entity.

(viii) The respective Seller Parties have (i) not entered into this Agreement or any Seller Ancillary Document with the actual intent to hinder, delay or defraud any creditor, and (ii) received reasonably equivalent value in exchange for their respective obligations under this Agreement and/or the Seller Ancillary Documents. No petition in bankruptcy has been filed against any of the Seller Parties, and none of the Seller Parties have ever made an assignment for the benefit of creditors or taken advantage of any insolvency act for its benefit as a debtor.

(ix) All of the assumptions made in the Non-Consolidation Opinion, including any exhibits attached thereto, are true and correct. Seller has complied or will comply after the date hereof with all of the assumptions made with respect to Seller in the Non-Consolidation Opinion.

(x) None of the Seller Parties has any reason to believe that any of the Permits required to maintain or operate the Facility in accordance with the Requirements will not be timely obtained in the ordinary course of business.

(xi) All Tax returns and reports of each Seller Party required to be filed by it have been timely filed, and all Taxes shown on such Tax returns to be due and payable and all assessments, fees and other governmental charges upon the Seller Parties and upon its properties, assets, income, business and franchises that are due and payable have been paid when due and payable.

(xii) Seller owns or possesses, or will own or possess in a timely manner, all patents, rights to patents, trademarks, copyrights, and licenses necessary for the performance by the Seller of this Agreement and the Seller Ancillary Documents and the transactions contemplated thereby, without any conflict with the rights of others.

(xiii) With respect to the Delivery Term, Seller has not assigned, transferred, conveyed, encumbered, sold, or otherwise disposed of any of Buyer's Energy Share of Facility Energy and Environmental Attributes, or Buyer's Capacity Share of Capacity Rights, except as permitted herein.

(xiv) The Site is within the legal jurisdiction of the State of California under the California Regulation for Mandatory Reporting of Greenhouse Gas Emissions, and the Site, or any part thereof, is not located on lands of any Indian Reservation or that are under control of any Indian Tribe. At all times after the Effective Date, Seller shall have "Site Control" which means that Seller shall own the Site, have a right-of-way with respect to the Site, or be the lessee of the Site under a lease which permits Seller to perform its obligations under the Agreement and the Seller Ancillary Documents. Seller shall provide Buyer with prompt notice of any change in the status of Seller's Site Control. Seller shall not take any action or permit any action to be taken at or with respect

to the Site that impairs or adversely affects the Facility or the geothermal resource, or the capability of the Facility.

(xv) As of the Effective Date, the organizational structure and ownership of Seller and each Upstream Equity Owner below Ormat Nevada Inc. is as set forth on Schedule A.

(xvi) As of the Effective Date, Seller has obtained the Permits described in Section 8 of Appendix B and all such Permits are in full force and effect.

Section 12.3 Covenant of Seller Related to Investments. Seller shall inform all investors in the Seller of the existence of this Agreement and all Seller Ancillary Documents on or before the date of such investment in the Seller.

Section 12.4 Covenants of Seller Related to Tax Equity Financing.Seller shall provide Buyer with at least sixty (60) days' prior written notice of the consummation of a Tax Equity Financing, which notice shall include (i) introductory and contact information about and for any potential Tax Equity Investor, (ii) a summary of the provisions related to, and the structure surrounding, the power to control the management and policies of Seller, and any entity that is jointly-owned by any Upstream Equity Owner and such Tax Equity Investor arising in connection with the Tax Equity Financing, and (iii) a statement of the circumstances under which such provisions and structure could be modified by such Tax Equity Investor.

Section 12.5 Additional Covenants of Seller. Seller and each Seller Party shall, at its expense, take all steps necessary to maintain all Permits, including as set forth in Appendix B, required for the performance of such Seller or Seller Party's obligations hereunder and under the Seller Ancillary Documents to which such Seller Party is a party, and for the construction of the Facility, and the operation of the Facility, in accordance with the Requirements.

Section 12.6 Storage Technology. In recognition of emerging technologies and opportunities that will continue to evolve during the Agreement Term, Seller shall have the right to incorporate the use of storage technologies into the Facility and retain the attributes and benefits associated with such storage technologies, other than the Facility Energy, on the condition that (a) the incorporation of storage technologies does not affect the Facility's EPS Compliance or RPS Compliance, (b) the incorporation of storage technologies does not (i) diminish Buyer's rights or benefits hereunder or (ii) increase Buyer's obligations or liabilities hereunder, (c) Seller is otherwise able to continue to comply with all other obligations of Seller under this Agreement, and (d) Seller obtains increased Insurance coverage in the types and amounts reasonably acceptable to Buyer for the applicable storage technologies.

ARTICLE XIII
DEFAULT; TERMINATION AND REMEDIES; PERFORMANCE DAMAGE

Section 13.1 Default. Each of the following events or circumstances shall constitute a "***Default***" by the responsible Party (the "***Defaulting Party***"):

(i) *Payment Default.* Failure by either Party to make any payment under this Agreement or any of the Buyer Ancillary Documents, in the case of Buyer, or Seller Ancillary Documents, in the case of Seller, when and as due which is not cured within thirty (30) calendar days after receipt of notice thereof.

(ii) *Performance Default.* Failure by either Party to perform any of its other duties or obligations under this Agreement or any of the Buyer Ancillary Documents, in the case of Buyer, or Seller Ancillary Documents, in the case of Seller, except for obligations as to which an express remedy is herein provided, when and as required that is not cured within thirty (30) days after receipt of notice thereof; provided that if such failure by Buyer cannot be cured within such thirty (30) day period, despite reasonable commercial efforts and such failure is not a failure to make a payment when due, Buyer shall have up to ninety (90) days to cure.

(iii) *Breach of Representation and Warranty.* Inaccuracy in any material respect at the time made or deemed to be made of any representation, warranty, certification, or other statement made herein or in any Buyer Ancillary Document, in the case of Buyer, or Seller Ancillary Documents, in the case of Seller, which representation, warranty, certification or other statement is not cured within thirty (30) days after receipt of notice thereof.

(iv) *Buyer Bankruptcy.* Bankruptcy of Buyer.

(v) *Seller Bankruptcy.* Bankruptcy of any Seller Party.

(vi) *Shortfall Energy Default.* The failure of Seller to deliver in each of two consecutive Contract Years at least fifty percent (50%) of the Guaranteed Generation, which shall be reduced by the amount of Facility Energy that would have been generated and delivered during such Contract Year but for (a) Force Majeure, (b) curtailment, or (c) Buyer's failure to perform (including Buyer's failure to receive Facility Energy under Section 4.4).

(vii) *Performance Security Failure.* The failure of Seller to maintain the Performance Security in compliance with Section 6.9.

(viii) *Commercial Operation Milestone Date Default.* After the date that is one hundred eighty (180) days after the Guaranteed Commercial Operation Date, as may be extended pursuant to Section 3.7, the failure by Seller to have achieved Commercial Operation.

(ix) *Lease or Permit Termination.* The Facility is no longer able to operate because one or more of the Leases or Permits fails to be in effect or has terminated, provided that if such failure or termination is due to a decision of a Governmental Authority, such decision must be final and nonappealable.

(x) *Insurance Default.* The failure of Seller to maintain and provide acceptable evidence of Insurance unless cured within five (5) days.

(xi) *Fundamental Change*. Except as permitted by Section 14.7 (i) a Party makes an assignment of its rights or a delegation of its obligations under this Agreement or (ii) a Change in Control occurs (whether voluntary or by operation of law).

Section 13.2 Default Remedy.

(a) If Buyer is in Default for nonpayment, subject to any duty or obligation under this Agreement, Seller may continue to provide services pursuant to its obligations under this Agreement; provided that nothing in this Section 13.2(a) shall affect Seller's rights and remedies set forth in this Section 13.2. Seller's continued service to Buyer shall not act to relieve Buyer of any of its duties or obligations under this Agreement.

(b) Notwithstanding any other provision herein, if any Default has occurred and is continuing, the affected Party may, whether or not the dispute resolution procedure set forth in Section 14.3 has been invoked or completed, bring an action in any court of competent jurisdiction as set forth in Section 14.13 seeking injunctive relief in accordance with applicable rules of civil procedure.

(c) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and the Buyer is the Defaulting Party, Seller may without further notice exercise any rights and remedies provided herein or otherwise available at law or in equity, including the right to terminate this Agreement pursuant to Section 13.3. No failure of Seller to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Seller of any other right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

(d) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and the Seller is the Defaulting Party, Buyer may without further notice exercise any rights and remedies provided for herein, or otherwise available at law or equity, including (i) application of all amounts available under the Performance Security against any amounts then payable by Seller to Buyer under this Agreement and (ii) termination of this Agreement pursuant to Section 13.3. No failure of Buyer to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Buyer of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Notwithstanding anything to the contrary herein, Buyer's exclusive remedies for a Default under Section 13.1(viii) are the right to terminate this Agreement and be paid liquidated damages under Section 3.8(b).

Section 13.3 Termination for Default.

(a) If Default occurs, the Party that is not the Defaulting Party (the "***Non Defaulting Party***") may, for so long as the Default is continuing and without limiting any other rights or remedies available to the Non-Defaulting Party under this Agreement, by notice ("***Termination Notice***") to the Defaulting Party (i) establish a date (which shall be no earlier than the date of such notice and no later than twenty (20) days after the date of such notice) ("***Early Termination Date***") on which this Agreement shall terminate, and (ii) withhold any payments due in respect of this Agreement; provided, upon the occurrence of any Default of the type

described in Section 13.1(iv) or Section 13.1(v), this Agreement shall automatically terminate, without notice or other action by either Party as if an Early Termination Date had been declared immediately prior to such event.

(b) If an Early Termination Date has been designated, the Non-Defaulting Party shall calculate in a commercially reasonable manner its Gains, Losses and Costs resulting from the termination of this Agreement and the resulting Termination Payment. The Gains, Losses and Costs relating to the Facility Energy and Environmental Attributes that would have been required to be delivered under this Agreement had it not been terminated shall be determined by comparing the amounts Buyer would have paid therefor under this Agreement to the equivalent quantities and relevant market prices either quoted by a bona fide third party offer or which are reasonably expected by Buyer to be available in the market under a replacement contract for this Agreement covering the same products and having a term equal to the Remaining Term at the date of the Termination Notice adjusted to account for differences in transmission, if any. The Non-Defaulting Party shall not be required to enter into any such replacement agreement in order to determine its Gains, Losses and Costs or the Termination Payment. To ascertain the market prices of a replacement contract, the Non-Defaulting Party may consider, among other valuations, quotations from dealers in energy contracts and bona fide third party offers.

(c) For purposes of the Non-Defaulting Party's determination of its Gains, Losses and Costs and the Termination Payment, it shall be assumed, regardless of the facts, that Seller would have sold, and Buyer would have purchased, each day during the Remaining Term (i) Facility Energy in an amount equal to the Assumed Daily Deliveries, and (ii) the Environmental Attributes associated therewith. The "***Assumed Daily Deliveries***" is an amount equal to the Guaranteed Generation for the then current Contract Year multiplied by 1.0556, divided by 365.

(d) The Non-Defaulting Party shall notify the Defaulting Party of the Termination Payment, which notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Defaulting Party shall, within ten (10) Business Days after receipt of such notice, pay the Termination Payment to the Non-Defaulting Party, together with interest accrued at the Interest Rate from the Early Termination Date until paid.

(e) If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, the calculation issue shall be submitted to informal non-binding dispute resolution as provided in Section 14.3(a). Following resolution of the dispute, the Defaulting Party shall pay the full amount of the Termination Payment (if any) determined by such resolution as and when required, but no later than thirty (30) days following the date of such resolution, together with all interest, at the Interest Rate, that accrued from the Early Termination Date until the date the Termination Payment is paid.

(f) For purposes of this Agreement:

(i) "***Gains***" means, with respect to a Party, an amount equal to the present value of the economic benefit (exclusive of Costs), if any, resulting from the

termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(ii) "***Losses***" means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(iii) "***Costs***" means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement, excluding attorneys' fees, if any, incurred in connection with enforcing its rights under this Agreement. Each Party shall use reasonable efforts to mitigate or eliminate its Costs.

(iv) In no event shall a Party's Gains, Losses or Costs include any penalties or similar charges imposed by the Non-Defaulting Party.

(v) The Present Value Rate shall be used as the discount rate in all present value calculations required to determine Gains, Losses and Costs.

(g) At the time for payment of any amount due under this Section, each Party shall pay to the other Party all additional amounts, if any, payable by it under this Agreement (including any amounts withheld pursuant to Section 13.3(a)(ii)).

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Authorized Representative. Each Party shall designate an authorized representative who shall be authorized to act on its behalf with respect to those matters contained herein (each an "***Authorized Representative***"), which shall be the functions and responsibilities of such Authorized Representatives. Each Party may also designate an alternate who may act for the Authorized Representative. Within thirty (30) days after execution of this Agreement, each Party shall notify the other Party of the identity of its Authorized Representative, and alternate if designated, and shall promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives shall have no authority to alter, modify, or delete any of the provisions of this Agreement.

Section 14.2 Notices. With the exception of billing invoices pursuant to Section 11.2(b) hereof, all notices, requests, demands, consents, waivers and other communications which are required under this Agreement shall be (a) in writing (regardless of whether the applicable provision expressly requires a writing), (b) deemed properly sent if delivered in person or sent by facsimile transmission, electronic mail, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the persons specified in Appendix C, and (c) deemed delivered, given and received on the date of delivery, in the case of facsimile transmission or electronic mail, or on the date of receipt in the case of registered or certified mail; except that notices of Default or other non-performance by a Party may not be sent in the form of electronic mail in order to be deemed sent and delivered. In addition to the foregoing, the Parties may agree in

writing at any time to deliver notices, requests, demands, consents, waivers and other communications through alternate methods.

Section 14.3 Dispute Resolution.

(a) In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (including any dispute concerning the validity of this Agreement or the scope and interpretation of this Section 14.3) (a "***Dispute***"), either Party (the "***Notifying Party***") may deliver to the other Party (the "***Recipient Party***") notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a "***Dispute Notice***"). The Dispute Notice shall include a schedule of the availability of the Notifying Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.

(b) The Recipient Party shall within five (5) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party.

(c) In the event a Dispute is not resolved pursuant to the procedures set forth in Section 14.3(a)and Section 14.3(b) by the expiration of the thirty (30) day period set forth in Section 14.3(a), then either Party may pursue any legal remedy available to it in accordance with the provisions of Section 14.13of this Agreement.

(d) As stated in Section 14.12, this Agreement shall be governed by, interpreted and enforced in accordance with laws of the State of California, without regard to the conflict of laws principles thereof. In addition to the dispute resolution process set forth in this section, parties to this Agreement must comply with California law governing claims against public entities and presentment of such claims.

Section 14.4 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents and take all further action not inconsistent with the provisions of this Agreement that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

Section 14.5 No Dedication of Facilities. Any undertaking by one Party hereto to the other Party under any provisions of this Agreement shall not constitute the dedication of the system or any portion thereof of either Party to the public or to the other Party or any other Person, and it is understood and agreed that any such undertaking by either Party shall cease upon the termination of such Party's obligations under this Agreement.

Section 14.6 Force Majeure.

(a) A Party shall not be considered to be in default in the performance of any of its obligations under this Agreement, other than an obligation to make payment, when and to the extent such Party's performance is prevented by a Force Majeure that, despite the exercise of due diligence, such Party is unable to prevent or mitigate, provided the Party, as soon as practicable after becoming aware of the Force Majeure, declares the Force Majeure by giving a written notice (the "***Force Majeure Notice***") to the other Party and upon request by the other Party furnishes the other Party with a detailed description of the full particulars of the Force Majeure reasonably promptly (and in any event within fourteen (14) days after the request therefor), which shall include information with respect to the nature, cause and date and time of commencement of such event, and the anticipated scope and duration of the delay. The Party providing the Force Majeure Notice shall be excused from fulfilling its obligations under this Agreement until such time as the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time the Party shall promptly notify the other Party of the resumption of its obligations under this Agreement. If Seller is unable to deliver, or Buyer is unable to receive, Energy due to a Force Majeure, Buyer shall have no obligation to pay Seller for the Energy not delivered or received by reason thereof. In no event shall Buyer be obligated to compensate Seller or any other Person for any losses, expenses or liabilities that Seller or such other Person may sustain as a consequence of any Force Majeure.

(b) The term "***Force Majeure***" means (i) curtailment or interruption of Transmission Service (subject to (c)), any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, civil disturbances, sabotage, blockade, expropriation, confiscation, fire, unusual or extreme adverse weather-related events or natural disasters (such as lightning, landslide, earthquake, tornado, hurricane, storm or flood), or any order, regulation or restriction imposed by WECC or NERC or by governmental, military or lawfully established civilian authorities, or (ii) any other event of circumstance, which, in each case of clauses (i) and (ii), (A) prevents one Party from performing any of its obligations under this Agreement, (B) could not reasonably be anticipated as of the date of this Agreement, (C) is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor or Affiliate of that Party, or any Person under the control of that Party or any of its subcontractors or Affiliates, or any Person for whose acts such subcontractor or Affiliate is responsible), and (D) which by the exercise of due diligence the affected Party is unable to overcome or avoid or cause to be avoided; provided, nothing in this clause (D) shall be construed so as to require either Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise due diligence to remove such inability with reasonable dispatch within a reasonable time period and mitigate the effects of the Force Majeure. The relief from performance shall be of no greater scope and of no longer duration than is required by the Force Majeure. Without limiting the generality of the foregoing, a Force Majeure does not include any of the following (each an "***Unexcused Cause***"): (1) any Change in Law that shall cause the RPS Law or the EPS Law to be no longer in force or effect or that as a result of such Change in Law Seller shall be unable to make the Facility RPS Compliant or EPS Compliant as provided in Section 8.6(b); (2) events arising from the failure by Seller to operate or maintain the Facility in accordance with this Agreement; (3) any increase of any kind in any cost; (4) delays in or inability of a Party to obtain financing or other economic hardship of any kind; (5) Seller's ability to sell any Energy at a price in excess of those provided in this

Agreement; (6) Seller's failure to secure or obtain interconnection of the Facility or Transmission Services to a Point of Delivery; (7) curtailment or other interruption of any Transmission Services except as otherwise expressly provided in Section 14.6(c); (8) failure of third parties to provide goods or services essential to a Party's performance except to the extent caused by an event that otherwise constitutes Force Majeure hereunder; (9) Facility or equipment failure of any kind except to the extent caused by an event that otherwise constitutes Force Majeure hereunder; or (10) any changes in the financial condition of the Buyer, any Seller Party, the Facility Lender or any subcontractor or supplier affecting the affected Party's ability to perform its obligations under this Agreement.

(c) Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment or other interruption of Transmission Services for any Energy at any time unless (A) such Party has arranged for Firm Transmission to be provided for the Facility Energy in connection with such Transmission Service at the time, and (B) the curtailment or interruption is not due to the fault or negligence of the Party claiming Force Majeure; provided, the existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in Section 14.6(b)has occurred. For the avoidance of doubt, Buyer may not claim Force Majeure for any curtailment, interruption or other circumstance associated with Transmission Services downstream of a Point of Delivery, unless and to the extent that such curtailment, interruption or circumstance prevents Buyer or Buyer's Transmission Provider from receiving Energy at such Point of Delivery.

(d) During the Delivery Term, if one or more events of Force Majeure (i) shall cause the Facility to be reduced to a capacity of less than 10 MW (adjusted to reflect the difference between ambient temperatures and annual average temperature) for a period of six (6) consecutive months, or (ii) shall prevent Buyer from accepting more than 10 MW (adjusted to reflect the difference between ambient temperatures and annual average temperature) at the Point of Delivery for any hour that the Facility is able to generate Facility Energy for a period of six (6) consecutive months (the period of six (6) consecutive months in either (i) or (ii), the "***Force Majeure Trigger Period***"), the non-claiming Party shall have the right, if the claiming Party is unable to overcome the condition in clause (i) or (ii) above, as applicable, within the Force Majeure Cure Period, to terminate this Agreement upon the last day of such Force Majeure Cure Period, so long as notice of termination is received prior to the end of the Force Majeure Cure Period.

Section 14.7 Assignment of Agreement; Certain Agreements by Seller.

(a) Except as set forth in this Section 14.7, neither Party may assign any of its rights, or delegate any of its obligations, under this Agreement or the Ancillary Documents without the prior written consent of the other Party, such consent not to be unreasonably withheld. Any Change in Control (whether voluntary or by operation of law) shall be deemed an assignment and shall require the prior written consent of Buyer, which consent shall not be unreasonably withheld. Seller shall provide Buyer with sixty (60) days' prior written notice of any proposed Change in Control. Concurrently with any reorganization or financing transaction or transactions constituting any Change in Control in which Seller merges or consolidates with any other Person and ceases to exist, the successor entity to Seller shall execute a written

assumption agreement in favor of Buyer pursuant to which any such successor entity shall assume all of the obligations of Seller under this Agreement and the Seller Ancillary Documents and agree to be bound by all the terms and conditions of this Agreement and the Seller Ancillary Documents, as applicable.

(b) Buyer may from time to time and at any time assign any or all of its rights, and delegate any or all of its obligations, under this Agreement in whole or in part without the consent of Seller to any of the Buyer's Members that has executed, or will execute contemporaneously with such assignment, an agreement to purchase the Energy delivered to Buyer under this Agreement; provided that the proposed assignee has an Investment-Grade Credit Rating and an assignment pursuant to this Section 14.7 will not impair the assignee's credit rating. Except as set forth in this Section 14.7(b), Buyer shall not assign any of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of Seller, which consent shall not be withheld or delayed unreasonably. Any purported assignment or delegation in violation of this provision shall be null and void and of no force or effect.

(c) Except as set forth in this Section 14.7, Seller has not and shall not sell or transfer all or any portion of the Facility to any Person other than a Person to whom Seller assigns this Agreement and the Seller Ancillary Documents in accordance with this Section 14.7, without the prior written consent of Buyer, which consent shall not be withheld or delayed unreasonably. Any purported sale or transfer in violation of this Section 14.7(c)shall be null and void and of no force or effect.

(d) There are no third-party beneficiaries of this Agreement, and, except as provided in this Section 14.7, this Agreement shall not grant any rights enforceable by any Person not a party to this Agreement. Notwithstanding the foregoing, Buyer's consent shall not be required for Seller to collaterally assign this Agreement to any Facility Lender for the sole purpose of financing or refinancing; provided, however, that the terms of such financing and the documentation relating thereto entered into after the date of this Agreement shall not conflict with the applicable terms and conditions of this Agreement. Seller shall provide Buyer with ninety (90) days prior written notice of any such assignment to any Facility Lender. Notwithstanding the foregoing or anything else expressed or implied herein to the contrary, Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of the Facility Energy, Capacity Rights or Environmental Attributes (not including the proceeds thereof) to any Facility Lender.

(e) To facilitate Seller's obtaining of financing in connection with the Facility after the date of this Agreement, Buyer shall provide such consents to assignment of this Agreement, any Buyer Ancillary Documents and/or any Seller Ancillary Documents, in each case not including the deed of trust, mortgage or similar arrangement referred to in Section 14.7(f) (in form and substance reasonably satisfactory to Buyer) as may be reasonably requested by Seller or any Facility Lender in connection with the financing of the Facility, including the acquisition of equity for the operation of the Facility; provided, however, that the terms of such financing and the documentation relating thereto shall not conflict with the applicable terms and conditions of this Agreement. Seller shall reimburse, or shall cause the Facility Lender to reimburse, Buyer for the reasonable incremental direct expenses incurred by Buyer in the

preparation, negotiation, execution or delivery of any documents requested by Seller or the Facility Lender, and provided by Buyer, pursuant to this Section 14.7(e).

(f) Notwithstanding anything to the contrary in this Agreement, Seller may hereafter enter into a credit or other agreement with a Facility Lender providing for financing or refinancing of the Facility (the "***Financing Documents***") that provides, as security for Seller's performance thereunder, in addition to any assignment of this Agreement, for a Lien on and security interest in and to the Facility under a deed of trust, mortgage or similar arrangement, but only with the consent by Buyer (which consent shall not be withheld or delayed unreasonably) provided pursuant to an agreement by and among Buyer, Seller and the Facility Lender which shall be in form and substance reasonably acceptable to Buyer and shall contain terms that are customary for such consents provided in the context of arrangements similar to those contemplated in this Agreement.

(g) For the avoidance of doubt, any claims by Buyer for breach of this Agreement for failure of Seller to perform any of its obligations under this Agreement shall not be in any manner limited and Seller shall not be released from its obligations under this Agreement as a result of the exercise of any remedy or other enforcement action affecting the Facility by a lender, trustee, collateral agent or other party under any Seller Financing or Security Documents, and in any such event Buyer shall have all rights available to it under this Agreement and otherwise under applicable law as a result of such breach and failure to perform, including without limitation, its rights to receive payment under the Performance Security.

(h) Seller hereby agrees (i) not to consent or agree to or permit any amendment to or otherwise take any action under or in connection with the Financing Documents, and (ii) to take any action required under or in connection with the Financing Documents; provided that the foregoing restrictions in this Section 14.7(h) shall not apply if such consent, agreement, permission, action or failure to take action (A) will not impair Seller's ability to perform its obligations under this Agreement and not impair or materially adversely affect the rights and interests of Buyer under this Agreement or (B) is required by the terms and provisions of the Financing Documents.

Section 14.8 Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

Section 14.9 Attorney Fees & Costs. Both Parties hereto agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs. Each of the Parties to this Agreement was represented by its respective legal counsel during the negotiation and execution of this Agreement. Notwithstanding the foregoing, to the extent Buyer incurs legal costs in order to facilitate any collateral assignment or pledge of this Agreement under Section 14.7, or in determining whether a Change in Control has occurred, or in taking such other action or review that is at the request of Seller or required due to the actions or omissions of Seller, Seller shall bear Buyer's reasonable and documented legal costs therefor.

Section 14.10 Voluntary Execution. Both Parties hereto acknowledge that they have read and fully understand the content and effect of this Agreement that the provisions of this Agreement have been reviewed and approved by their respective counsel. The Parties to this Agreement further acknowledge that they have executed this Agreement voluntarily, subject only to the advice of their own counsel, and do not rely on any promise, inducement, representation or warranty that is not expressly stated herein.

Section 14.11 Entire Agreement. This Agreement (including all Appendices and Exhibits) contains the entire understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, discussions or agreements between the Parties, or any of them, concerning that subject matter, whether written or oral, except as expressly provided for herein. This is a fully integrated document. Each Party acknowledges that no other party, representative or agent, has made any promise, representation or warranty, express or implied, that is not expressly contained in this Agreement that induced the other Party to sign this document. This Agreement may be amended or modified only by an instrument in writing signed by each Party.

Section 14.12 Governing Law. This Agreement was made and entered into in the City of Glendora and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

Section 14.13 Venue. All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

Section 14.14 Execution in Counterparts. This Agreement may be executed in counterparts and upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages.

Section 14.15 Effect of Section Headings. Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

Section 14.16 Waiver. The failure of either Party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect. Notwithstanding anything expressed or implied herein to the contrary, nothing contained herein shall preclude either Party from pursuing any available remedies for breaches not rising to the level of a Default, including recovery of damages caused by the breach of this Agreement and specific performance or any other remedy given under this Agreement or now or hereafter existing in law or equity or otherwise. Seller acknowledges that money damages may not be an adequate remedy for violations of this Agreement and that Buyer may, in its sole discretion, seek

and obtain from a court of competent jurisdiction specific performance or injunctive or such other relief as such court may deem just and proper to enforce this Agreement or to prevent any violation hereof. Seller hereby waives any objection to specific performance or injunctive relief. The rights granted herein are cumulative.

Section 14.17 Relationship of the Parties. This Agreement shall not be interpreted to create an association, joint venture or partnership between the Parties hereto or to impose any partnership obligation or liability upon either such Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

Section 14.18 Third Party Beneficiaries. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or any duty, obligation or undertaking established herein.

Section 14.19 Damage or Destruction; Insurance; Condemnation; Limit of Liability.

(a) **Damage or Destruction**. In the event of any damage or destruction of the Facility or any part thereof, Seller shall apply any applicable proceeds of Insurance directly related to such damage or destruction to cause the Facility or such part thereof to be diligently repaired, replaced or reconstructed by Seller so that the Facility or such part thereof shall be restored to substantially the same general condition and use as existed prior to such damage or destruction, unless a different condition or use is approved by the Buyer. Proceeds of Insurance with respect to such damage or destruction maintained as provided in this Agreement shall be applied to the payment for such repair, replacement or reconstruction of the damage or destruction.

(b) **Insurance**. Seller shall obtain and maintain the Insurance in accordance with Appendix F.

(c) **Limitation of Liability**. Except to the extent included in the liquidated damages, indemnification obligations related to third party claims or other specific charges expressly provided for herein, neither Party hereunder shall be liable for special, incidental, exemplary, indirect, punitive or consequential damages arising out of a Party's performance or non-performance under this Agreement, whether based on or claimed under contract, tort (including such Party's own negligence) or any other theory at law or in equity.

Section 14.20 Severability. In the event any of the terms, covenants or conditions of this Agreement, or the application of any such terms, covenants or conditions, shall be held invalid, illegal or unenforceable by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application not adversely affected thereby shall remain in force and effect, provided that the remaining valid and enforceable provisions materially retain the essence of the Parties' original bargain.

Section 14.21 Confidentiality.

(a) Each Party agrees, and shall use reasonable efforts to cause its parent, subsidiary and Affiliates, and its and their respective directors, officers, employees and

representatives, to keep confidential, except as required by law, all documents, data, drawings, studies, projections, plans and other written information that relate to economic benefits to or amounts payable by either Party under this Agreement, and, with respect to documents, that are clearly marked "Confidential" at the time a Party shares such information with the other Party or, if orally disclosed, clearly identified as "Confidential" at the time a Party shares such information with the other Party ("***Confidential Information***"). The provisions of this Section 14.21shall survive and shall continue to be binding upon the Parties for period of one (1) year following the date of termination of this Agreement. Notwithstanding the foregoing, information shall not be considered Confidential Information if such information (i) is disclosed with the prior written consent of the originating Party, (ii) was in the public domain prior to disclosure or is or becomes publicly known or available other than through the action of the receiving Party in violation of this Agreement, (iii) was lawfully in a Party's possession or acquired by a Party outside of this Agreement, which acquisition was not known by the receiving Party to be in breach of any confidentiality obligation, or (iv) is developed independently by a Party based solely on information that is not considered confidential under this Agreement.

(b) Either Party may, without violating this Section 14.21, disclose matters that are made confidential by this Agreement:

(i) to its counsel, accountants, auditors, advisors, other professional consultants, credit rating agencies, actual or prospective, co-owners, investors, lenders, underwriters, contractors, suppliers, and others involved in operation and financing transactions and arrangements for a Party or its subsidiaries, affiliates, or parent;

(ii) to governmental officials and parties involved in any proceeding in which either Party is seeking a permit, certificate, or other regulatory approval or order necessary or appropriate to carry out this Agreement; and

(iii) to governmental officials or the public as required by any law, regulation, order, rule, order, ruling or other Requirement of Law, including oral questions, discovery requests, subpoenas, civil investigations or similar processes and laws or regulations requiring disclosure of financial information, information material to financial matters, and filing of financial reports.

(c) If a Party is requested or required, pursuant to any applicable law, regulation, order, rule, order, ruling or other Requirement of Law, discovery request, subpoena, civil investigation or similar process to disclose any of the Confidential Information, such Party shall provide prompt written notice to the other Party of such request or requirement so that at such other Party's expense, such other Party can seek a protective order or other appropriate remedy concerning such disclosure.

(d) Notwithstanding the foregoing or any other provision of this Agreement, Seller acknowledges that Buyer and Buyer's Participating Members, as California municipal corporations or public agencies, are subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et seq. ("***CPRA***") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("***Brown Act***"). Confidential Information of Seller provided to Buyer pursuant to this Agreement shall become the property of Buyer and Buyer's Members and

Seller acknowledges that Buyer and Buyer's Participating Members shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Buyer's or Buyer's Participating Members copying or releasing to a third party any of the Confidential Information of Seller as required pursuant to the CPRA or Brown Act. Notwithstanding the foregoing or any other provision of this Agreement, Buyer may record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary or advisable to render fully valid, perfected and enforceable under all applicable law the credit support contemplated by this Agreement and the Buyer Ancillary Documents and Seller Ancillary Documents and the rights, Liens and priorities of Buyer with respect to such credit support.

(e) If Buyer receives a CPRA request for Confidential Information of Seller, and Buyer determines that such Confidential Information is subject to disclosure under the CPRA, then Buyer shall notify Seller of the request and its intent to disclose the documents. Buyer shall cooperate with Seller as permitted under the CPRA to protect any Confidential Information of Seller. Buyer, as required by the CPRA, shall release such documents unless the Seller timely obtains a court order prohibiting such release. If Seller, at its sole expense, chooses to seek a court order prohibiting the release of Confidential Information pursuant to a CPRA request, then Buyer shall, only if authorized under the CPRA, delay release of the Confidential Information until Seller has had the opportunity to seek such court order, and Seller undertakes and agrees to defend, indemnify and hold harmless Buyer from and against all suits, claims, and causes of action brought against Buyer for Buyer's refusal to disclose Confidential Information of Seller to any person making a request pursuant to CPRA. Seller's indemnity obligations shall include, but are not limited to, all actual costs incurred by Buyer, and specifically including costs of experts and consultants, as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against Buyer, through and including any appellate proceedings. Seller's obligations to Buyer under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Seller of Buyer's invoices for all fees and costs incurred by Buyer, as well as all damages or liability of any nature.

Section 14.22 Mobile-Sierra. Notwithstanding any provision of this Agreement, neither Party shall seek, nor shall they support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of this Agreement proposed by a Party, a non-Party or the FERC acting *sua sponte* shall be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 US 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 US 348 (1956).

Section 14.23 Taxpayer Identification Number (TIN). Seller declares that its authorized TIN is 27-3973509.No payment will be made under this Agreement without a valid TIN number.

Section 14.24 Service Contract and Forward Contract.

(a) The Parties intend that this Agreement will qualify as a "service contract" as such term is used in Section 7701(e) of the United States Internal Revenue Code of 1986.

(b) The Parties acknowledge and agree that this Agreement constitutes a "Forward Contract" within the meaning of the United States Bankruptcy Code.

IN WITNESS WHEREOF, each Party was represented by legal counsel during the negotiation and execution of this Agreement and the Parties have executed this Agreement as of the dates set forth below effective as of the Effective Date.

BUYER:

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Dukku Lee
President

Attest: _____
Michael S. Webster
Assistant Secretary

SELLER:

ORNI 50 LLC

By: Connie Stechman
Connie Stechman
Secretary

Attest: _____
Barbara Allen
VP, Finance & Corporate Services

Approved as to form and content:

By: _____
Daniel S. Hashimi
Senior Assistant General Counsel

APPENDIX A
TO POWER PURCHASE AGREEMENT,
DATED AS OF OCTOBER 18, 2018
BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND ORNI 50 LLC

PAYMENT SCHEDULE

1. **Energy Delivered During the Test Energy Period**. The purchase price for Delivered Energy that is provided during the Test Energy Period shall be: $51.00 per MWh.

2. **Monthly Delivered Energy Payment**. The purchase price for Delivered Energy that is provided on or after the Commercial Operation Date shall be: $68.00 per MWh.

APPENDIX B
TO POWER PURCHASE AGREEMENT,
DATED AS OF OCTOBER 18, 2018
BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND ORNI 50 LLC

FACILITY, PERMITS, AND OPERATOR

1. **Name of Facility**: Casa Diablo IV Geothermal Energy Project; Facility includes the following power generating plants:

Power Plant	Technology	Gross MW
Casa Diablo IV	Geothermal	38

Seller may from time to time refurbish, repower, decommission or otherwise modify power plants and related property, equipment, facilities and improvements of the Facility using Prudent Utility Practices. Each such refurbishing, repowering, decommissioning or other modification shall comply with the applicable terms and provisions of the Agreement and shall not impair Seller's ability to carry out its obligations under the Agreement. Seller shall not use any such refurbished, repowered, decommissioned, or otherwise modified power plants and related property, equipment, facilities and improvements for the purpose of making sales of electrical energy or capacity to third parties without the prior written consent of Buyer. For the avoidance of doubt, the Guaranteed Generation and Maximum Generation set forth in Appendix I will not be revised to reflect any such refurbishing, repowering, decommissioning or other modification of the Facility.

Facility Transmission Rights and Interests:

Seller's interconnection agreement with Southern California Edison for delivery of Facility Energy to the 115 kV bus at Southern California Edison Control Substation in Inyo County.

2. **Location:** Mono County, CA

3. **Facility Site:** Jct. Old Hwy 395 & Hwy 203
Mammoth Lakes, CA 93546

3. **Owner:** ORNI 50 LLC

4. **Operator:** ORNI 50 LLC or an Affiliate in accordance with this Agreement

5. **Equipment:**

(a) Type of Facility: Geothermal Electric Generation Facility

(b) Capacity for Active Plants (as set forth in Section 1 above):

Total Nominal Gross Nameplate Capacity: as defined in Section 1.1 herein

Total Nominal Capacity Net of Parasitic Load: as defined in Section 1.1 herein

(c) Operating Characteristics of Facility

The expected operating characteristics of the Facility are set forth below and subject to future updates pursuant to Section 4.2.

PMax	33.7 MW
PMin	5 MW
Ramp-Up Rate	3 MW/min
Ramp-Down Rate	3 MW/min

6. **Commercial Operation Milestone Date:** December 31, 2021

7. **Facility Geothermal Resource Leases and Rights of Way:**

Lease #	Issuer	Held by	Acres	Date Issued*
CA-14408	BLM	ORNI 50 LLC/Mammoth Pacific, L.P.	694	2/28/1985
CA-11672	BLM	ORNI 50 LLC/ ORNI 10 LLC	800	6/01/2004
CA-11667	BLM	ORNI 50 LLC/Mammoth Pacific, L.P.	1,590	1/18/1982

* BLM lease terms may be extended as set forth in 43 C.F.R. Subpart 3207

8. **Permits applicable under Section 2.1(g):**

AGENCY	PERMIT	PERMITTEE	DATE ISSUED
PRINCIPAL DISCRETIONARY PERMITS			
LOCAL/REGIONAL			
Great Basin Unified Air Pollution Control District (GBUAPCD)	Authority to Construct	ORNI 50 LLC	7/07/2014
FEDERAL			

Bureau of Land Management (BLM)	Record of Decision	ORNI 50 LLC	8/12/2013
United States Forest Service	Record of Decision	ORNI 50 LLC	8/12/2013
ENVIRONMENTAL DOCUMENTS			
FEDERAL/LOCAL			
BLM/GBUAPCD	Joint Environmental Impact Statement/Environmental Impact Report		06/2013
Bureau of Land Management (BLM)	Plan of Utilization		06/2013

9. Additional permits required to achieve Commercial Operation:

AGENCY	PERMIT
LOCAL/REGIONAL	
Great Basin Unified Air Pollution Control District (GBUAPCD)	Permit to Operate
FEDERAL	
Bureau of Land Management (BLM)	Facility Construction Permit – Site License
Bureau of Land Management (BLM)	Commercial Use Permit
Federal Energy Regulatory Commission (FERC)	QF Certification

APPENDIX C
TO POWER PURCHASE AGREEMENT,
DATED AS OF OCTOBER 18, 2018
BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND ORNI 50 LLC

BUYER AND SELLER BILLING, NOTIFICATION AND SCHEDULING CONTACT INFORMATION

1. **Authorized Representative**. Correspondence pursuant to Section 14.2 shall be transmitted to the following addresses:

   1.1 If to Buyer:

   Southern California Public Power Authority
   c/o Executive Director
   1160 Nicole Court
   Glendora, CA 91740
   Telephone: 626-793-9364
   Facsimile: 626-793-9461
   Email: mwebster@scppa.org; kellis@scppa.org

   1.2 If to Seller:

   ORNI 50 LLC
   Attn: CEO
   6140 Plumas Street
   Reno, NV 89519
   Telephone: 775-356-9029
   Facsimile: 775-3569039
   Email: assetmanager@ormat.com

2. Billings and payments pursuant to Article XI and Appendix A shall be transmitted to the following addresses:

   2.1 If Billing to Buyer:

   Southern California Public Power Authority
   c/o Executive Director
   1160 Nicole Court
   Glendora, CA 91740
   Attention: Accounts Receivable
   Email: ProjectInvoices@scppa.org; rduran@scppa.org; kellis@scppa.org

2.2 If Payment to Buyer:

Southern California Public Power Authority
c/o Executive Director
1160 Nicole Court
Glendora, CA 91740
Attention: Accounts Receivable
Email: ProjectInvoices@scppa.org; rduran@scppa.org; kellis@scppa.org

2.3. If Billing to Seller:

ORNI 50 LLC
Attn: CEO
6140 Plumas Street
Reno, NV 89519
Telephone: 775-356-9029
Facsimile: 775-3569039
Email: assetmanager@ormat.com

2.4 If Payment to Seller:

ORNI 50 LLC
Attn: CEO
6140 Plumas Street
Reno, NV 89519
Telephone: 775-356-9029
Facsimile: 775-3569039
Email: assetmanager@ormat.com

3. Unless otherwise specified by Buyer (for notices to Buyer) or Seller (for notices to Seller) all notices related to scheduling of the Facility shall be sent to the following address:

If to Buyer:

Southern California Public Power Authority
c/o Executive Director
1160 Nicole Court
Glendora, CA 91740
Telephone: 626-793-9364
Facsimile: 626-793-9461
Email: mwebster@scppa.org; kellis@scppa.org

4. Following the achievement of Commercial Operation and throughout the Delivery Term, all notices related to scheduling of the Facility shall be sent to the following address:

If to Buyer:

Southern California Public Power Authority
c/o Executive Director
1160 Nicole Court
Glendora, CA 91740
Attention: Katherine Ellis, Senior Project Manager
Telephone: (626) 793-9364
Email: kellis@scppa.org

If to Seller:

ORNI 50 LLC
Attn: CEO
6140 Plumas Street
Reno, NV 89519
Telephone: 775-356-9029
Facsimile: 775-3569039
Email: assetmanager@ormat.com

APPENDIX D
TO POWER PURCHASE AGREEMENT,
DATED AS OF OCTOBER 18, 2018
BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND ORNI 50 LLC

FORM OF ATTESTATION

(Seller) Environmental Attribute Attestation and Bill of Sale

_____ ("Seller") hereby sells, transfers and delivers to the Southern California Public Power Authority ("Buyer") the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation from the Facility described below:

Facility name and location:
Fuel Type:
Capacity (MW):_____ Operational Date:

As applicable: CEC Reg. no. ___ Energy Admin. ID no. ____ Q.F. ID no. ___

Dates	MWhrs generated
_____ –	_____
_____ –	_____
_____ –	_____

in the amount of one Environmental Attribute or its equivalent for each megawatt hour generated.

Seller further attests, warrants and represents as follows:

i) the information provided herein is true and correct;

ii) its sale to Buyer is its one and only sale of the Environmental Attributes and associated Environmental Attribute Reporting Rights referenced herein;

iii) the Facility generated and delivered to the grid the Energy in the amount indicated as undifferentiated Energy; and

iv) Seller owns the Facility and each of the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the indicated Energy for delivery to the grid have been generated and sold by the Facility.

This serves as a bill of sale, transferring from Seller to Buyer all of Seller's right, title and interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the Energy for delivery to the grid.

Contact Person: _____ tel:

APPENDIX E
TO POWER PURCHASE AGREEMENT,
DATED AS OF OCTOBER 18, 2018
BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND ORNI 50 LLC

FORM OF LETTER OF CREDIT

IRREVOCABLE AND UNCONDITIONAL STANDBY
LETTER OF CREDIT NO. _____

Applicant:

Beneficiary:

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 Nicole Court
Glendora, CA 91740
Telephone: (626) 793-9364
Facsimile: (626) 793-9461

Amount:
Expiry Date:
Expiration Place:

Ladies and Gentlemen:
We hereby issue our Irrevocable Unconditional Documentary Letter of Credit in favor of the beneficiary by order and for the account of the applicant which is available at sight for USD $XX,XXX,XXX by sight payment

(a) upon presentation to us at our office at [*bank's address*],[1] of: (i) your written demand for payment containing the text of Exhibit I and (ii) your signed statement containing the text of Exhibit II; or

(b) upon both your telephone or fax advice of demand to the attention of _____ at telephone and/or fax number _____ and presentation to us by fax of: (i) your written demand for payment containing the text of Exhibit I and (ii) your statement containing the text of Exhibit II.[2] Funds may be drawn

[1] Note to Issuer: The Letter of Credit must be payable in U.S. dollars within the continental U.S.

[2] Note to Issuer: If the office specified for presentation is outside of Los Angeles, California, alternative (b) must appear in the Letter of Credit when issued. If the office is in Los Angeles, California, alternative (b)

under this Letter of Credit, from time to time, in one or more drawings, in amounts not exceeding in the aggregate the amount specified above.

Upon presentation to us in conformity with the foregoing, we will, on the next business day after such presentation (unless such presentation occurs after 3:00 p.m., Pacific Standard Time, on the day of such presentation, in which event payment will be made after the opening of business at the office specified above on the second business day), but without any other delay whatsoever, irrevocably and without reserve or condition: (a) if the office set forth above for presentation is in Los Angeles, California, pay to your order in the account at the bank designated by you in the demand, the full amount demanded by you in the same-day funds which are immediately available to you, or (b) if the office set forth above for presentation is not in Los Angeles, California, issue payment instructions to the Federal Reserve wire transfer system in proper form to transfer to the account at the bank designated by you in the demand, the full amount demanded by you in the same-day funds which are immediately available to you in Los Angeles, California. We agree that if, on the expiration date of this Letter of Credit, the office specified above is not (i) open for business by virtue of an interruption of the nature described in the Uniform Customs and Practices for Documentary Credits, Article 36, this Letter of Credit will be duly honored if the specified statements are presented by you within thirty (30) days after such office is reopened for business, or (ii) is not otherwise open for business, this Letter of Credit will be duly honored if the specified statements are presented by you within three (3) days after such office is reopened for business.

Payment hereunder shall be made regardless of: (a) any written or oral direction, request, notice or other communication now or hereafter received by us from the Applicant or any other person except you, including without limitation any communication regarding fraud, forgery, lack of authority or other defect not apparent on the face of the documents presented by you, but excluding solely an effective written order issued otherwise than at our instance by a court of competent jurisdiction, which order is legally binding upon us and specifically orders us not to make such payment; (b) the solvency, existence or condition, financial or other, of the Applicant or any other person or property from whom or which we may be entitled to reimbursement for such payment; and (c) without limiting clause (b) above, whether we are in receipt of or expect to receive funds or other property as reimbursement in whole or in part for such payment. We agree that we will not take any action to cause the issuance of an order described in clause (a) of the preceding sentence. We agree that the time set forth herein for payment of any demand(s) for payment is sufficient to enable us to examine such demand(s) and the related documents(s) referred to above with care so as to ascertain that on their face they appear to comply with the terms of this credit and that if such demand(s) and document(s) on their face appear to so comply, failure to make any such payment within such time shall constitute dishonor of such demand(s) and this credit.

The stated amount of this Letter of Credit may be increased or decreased, and the expiration date of this Letter of Credit may be extended, by an amendment to this Letter of Credit in the form of Exhibit III. Any such amendment shall become effective only upon acceptance by your signature on a hard copy amendment.

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may be included only if the bank establishes and maintains with Southern California Public Power Authority the necessary electronic arrangements.

You shall not be bound by any written or oral agreement of any type between us and the Applicant or any other person relating to this credit, whether now or hereafter existing.
We hereby engage with you that your demand(s) for payment in conformity with the terms of this credit will be duly honored as set forth above. All fees and other costs associated with the issuance of and any drawing(s) against this Letter of Credit shall be for the account of the Applicant. All of the rights of the Southern California Public Power Authority ("SCPPA") set forth above shall inure to the benefit of your successors. In this connection, in the event of a drawing made by a party other than SCPPA, such drawing must be accompanied by the following signed certification:

> "The undersigned does hereby certify that ____[drawer]____ is the successor by operation of law to SCPPA, a beneficiary named in [name of Bank] Letter of Credit no. _____.
> [name and title]

Except so far as otherwise expressly stated herein, this documentary credit is subject to the "Uniform Customs and Practices for Documentary Credits," International Chamber of Commerce, in effect on the date of issuance of this credit.

Yours faithfully,
(name of issuing bank)
By_____
Title_____

EXHIBIT I
Demand for Payment

Re: Irrevocable and Unconditional Standby Letter of Credit
No. _____ Dated _____, 20__

To Whom It May Concern:

Demand is hereby made upon you for payment to us of $_____ by deposit to our account no. _____ at [insert name of bank]. This demand is made under, and is subject to and governed by, your Irrevocable and Unconditional Standby Letter of Credit no. _____ dated _____, 20__ in the amount of $_____ established by you in our favor for the account of _____ as the Applicant.
DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
By_____
Title_____

EXHIBIT II
Statement

Re: Your Irrevocable and Unconditional Standby Letter of Credit
No. _____ Dated _____, 20_____

To Whom It May Concern:

Reference is made to your Irrevocable and Unconditional Standby Letter of Credit no. _____, dated _____, 20____ in the amount of $_____ established by you in our favor for the account of _____.

We hereby certify to you that $_____ is due and owing to us and unpaid under that certain **[Describe Agreement]**.

DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
By_____
Title_____

EXHIBIT III
Amendment

Re: Irrevocable and Unconditional Standby Letter of Credit
No. _____ Dated _____, 20__

Beneficiary:
Southern California Public Power Authority
1160 Nichole Court
Glendora, CA 91740

Applicant:

To Whom It May Concern:

The above referenced Irrevocable and Unconditional Standby Letter of Credit is hereby amended as follows: by increasing / decreasing / leaving unchanged *(strike two)* the stated amount by $ _____ to a new stated amount of $ _____ or by extending the expiration date to _____ from _____. All other terms and conditions of the Letter of Credit remain unchanged.

This amendment is effective only when accepted by Southern California Public Power Authority, which acceptance may only be valid by a signature of an authorized representative.

Dated: _____

Yours faithfully,

(name of issuing bank)
By_____
Title_____

ACCEPTED
Southern California Public Power Authority
By_____
Title_____
Date_____

APPENDIX F
TO POWER PURCHASE AGREEMENT,
DATED AS OF OCTOBER 18, 2018
BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND ORNI 50 LLC

INSURANCE

I. GENERAL REQUIREMENTS

Prior to the start of work, but not later than thirty (30) days after the date of award of contract, Seller shall furnish Buyer evidence of coverage from insurers rated A VIII or higher by AM Best (for clauses II A - D below) and A- X (for clauses II F-G below) and in a form acceptable to the risk management section of the project manager for Buyer for this purpose. Such insurance shall be maintained by Seller at Seller's sole cost and expense.

Such insurance shall not limit or qualify the liabilities and obligations of Seller assumed under this Agreement. Buyer shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by Buyer which may be applicable shall be deemed to be excess insurance and Seller's insurance is primary for all purposes despite any conflicting provision in Seller's policies to the contrary.

Said evidence of insurance shall contain a provision that the policy cannot be canceled or reduced in coverage or amount without first giving thirty (30) days prior notice thereof (ten (10) days for non-payment of premium) by registered mail to Executive Director, Southern California Public Power Authority, 1160 Nicole Court, Glendora, CA 91740.

Should any portion of the required insurance be on a "Claims Made" policy, Seller shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

Seller shall be responsible for all subcontractors' compliance with the insurance requirements.

II. SPECIFIC COVERAGES REQUIRED

A. Commercial Automobile Liability

Seller shall provide Commercial Automobile Liability insurance which shall include coverages for liability arising out of the use of owned, non-owned, and hired vehicles for performance of the work as required to be licensed under the California or any other applicable state vehicle code. The Commercial Automobile Liability insurance shall have

not less than $1,000,000.00 combined single limit per occurrence and shall apply to all operations of Seller.

The Commercial Automobile Liability policy shall include Buyer, its Board of Directors, its members, and their officers, agents, and employees while acting within the scope of their employment, as additional insureds with Seller, and shall insure against liability for death, bodily injury, or property damage resulting from the performance of this Agreement. The form of evidence of insurance shall be a Buyer Additional Insured Endorsement or an endorsement to the policy acceptable to Buyer's risk management agent.

B. Commercial General Liability

Seller shall provide Commercial General Liability insurance with Contractual Liability, Independent Contractors, Broad Form Property Damage, Premises and Operations, Products and Completed Operations, fire Legal Liability and Personal Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by Seller, but not less than $10,000,000.00 combined single limit per occurrence. Should the policy have an aggregate limit, such aggregate limits should not be less than double the Combined Single Limit. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be on Buyer's Additional Insured Endorsement form or on an endorsement to the policy acceptable to the Buyer's risk management agent, and shall provide for the following:

1. Include Buyer and its officers, agents, and employees as additional insureds with the Named Insured for the activities and operations under this Agreement.

2. Severability-of-Interest or Cross-Liability Clause such as: "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability."

3. A description of the coverages included under the policy.

C. Excess Liability

Seller may use an Umbrella or Excess Liability Coverage to meet coverage limits specified in this Agreement. Seller shall require the carrier for Excess Liability to properly schedule and to identify the underlying policies as provided for Buyer on the Buyer Additional Insured Endorsement Form, or on an endorsement to the policy acceptable to Buyer's risk management agent. Such policy shall include, as appropriate, coverage for Commercial General Liability, Commercial Automobile Liability, Employer's Liability, or other applicable insurance coverages.

D. Workers' Compensation/Employer's Liability Insurance

Seller shall provide Workers' Compensation insurance covering all of Seller's employees in accordance with the laws of any state in which the work is to be performed and including

Employer's Liability insurance and a Waiver of Subrogation in favor of Buyer. The limit for Employer's Liability coverage shall be not less than $1,000,000.00 each accident and shall be a separate policy if not included with Workers' Compensation coverage. Evidence of such insurance shall be in the form of a Buyer Special Endorsement of insurance or on an endorsement to the policy acceptable to Buyer's risk management agent. Workers' Compensation/Employer's Liability exposure may be self-insured provided that Buyer is furnished with a copy of the certificate issued by the state authorizing Seller to self-insure. Seller shall notify Buyer's Risk Management Section by receipted delivery as soon as possible of the state withdrawing authority to self-insure.

F. Property All Risk Insurance

Seller shall procure and maintain an All Risk Physical Damage policy to insure the full replacement value of the property located at Facility as described in this Agreement. The policy shall include coverage for expediting expense, extra expense, Business Interruption, ensuing loss from faulty workmanship, faulty materials, or faulty design.

APPENDIX G
TO POWER PURCHASE AGREEMENT,
DATED AS OF OCTOBER 18, 2018
BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND ORNI 50 LLC

QUALITY ASSURANCE PROGRAM

Seller shall implement a Quality Assurance ("Q/A") Program to ensure that the operation of the Facility fulfills the requirements of this Agreement. The Q/A Program shall provide assurance that purchasing, manufacturing, shipping, storage, and examination of all equipment, materials, services and maintenance of the Facility will comply with the requirements of this Agreement, all applicable Requirements of Law and the manufacturers' or suppliers' requirements for successful operation of the Facility.

Quality at Seller

Seller believes that quality is the unit of measure for assessing fulfillment of project goals. A quality project meets or exceeds the contract requirements and accepted standards of professional and industry practice. Furthermore, high quality projects are those that address client and societal needs more successfully than "low" quality projects. While this may seem like a straightforward definition, the process to ensure quality is much more involved and includes quality management, quality planning, quality control, quality assurance, a quality system, and total quality management.

"Quality assurance" refers to a process that reduces the potential for error throughout the phases of a project. On projects with a Q/A Program, the chances of producing a poor quality deliverable are substantially reduced. Quality control procedures are an integral part of quality assurance. Historically, industry has used the term "quality control" to indicate a checking procedure for verifying the quality of deliverables. This checking commonly occurs at the end of the process, long after an error may have been made and compounded by subsequent work. While quality control checks at the end of a project are an essential exercise, scheduled periodic reviews at each phase are integral to Seller's Q/A Program. In addition, quality maintenance which meet or exceed manufacturers' or suppliers' requirements and best industry practices must be an integral part of Seller's Q/A Program.

The Quality Management Process

The surest way to achieve satisfactory quality is to adhere to a proven quality process. The term "quality" most accurately refers to a project's ability to satisfy needs when considered as a whole and each part of the process meets or exceeds the standards of Prudent Utility Practices.

Seller project management team is responsible for proactively planning and directing the quality of the work process, services, and deliverables. Seller's project management team utilizes a written maintenance manual for the Facility for the duration of the commercial operation that complies with the maintenance manuals of the manufacturers and suppliers from whom the Seller has purchased equipment or material and best industry practices.

Quality Assurance During Commercial Operations

See Exhibit I to Appendix G.

EXHIBIT I
To
APPENDIX G

QEHS-110, REV 5

ORMAT®

QUALITY, ENVIRONMENT, HEALTH AND SAFETY MANUAL – USA POWER PLANT OPERATIONS

Document No.: QEHS-110, REV 5

February 13, 2014

NOTICE OF PROPRIETARY INFORMATION

This document contains information that is proprietary to Ormat. It is furnished solely for evaluation purposes, and will be returned upon request. The recipient of this document agrees not to divulge the contents thereof to anyone outside the employ of the recipient without express written approval of Ormat obtained beforehand, and to protect against and prevent duplication, release and publication of such information.

Warning: This document may be printed from ORMAT's QEHS SharePoint site.
The user has the responsibility of the appropriate use of it, including the verification of the applicable revision.
The use of a non-applicable document will be considered as nonconformity.

Revision History

Rev.	Revision details	Date
4	Updated logos to approved versions Added new section – 'Management Commitment" Revised section 2 – Revised and expanded QEHS policies Revised section 3 – Added objective for ISO compliance/certification Revised section 4 – Updated Org Chart Revised section 5.2 – Updated QEHS Coordinator title Revised section 5.7.2 – Deleted dead link	January 31, 2012
5	Added new sections – 'Management Reviews', 'Monitoring and Measurements', 'identification of significant environmental aspects', 'Emergency Preparedness and response', 'Operational Control' Revised section 1 – Added SharePoint, and typical customer definition Revised section 4 – Added continual improvement and prevention of pollution Revised section 5 – Updated Organizational Chart Revised section 6 – Revised Internal Audits Revised section 6 – Added other requirements	February 13, 2014

Approved by:

Alen Loncich, VP Quality — Date: 2/13/2014

Ohad Zimron, VP US Operations — Date: 2/19/2014

Nadav Amir, EVP Operations — Date: 3/23/2014

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1 INTRODUCTION

1.1 Scope

This document fulfills the documentation requirements of ISO 9001:2008 and ISO 14001:2004 international standards regarding ORMAT's QEHS management system relating to power plant operation in the USA and meets the documentation requirements of paragraph 4.2 of ISO 9001:2008.

1.2 Applicability

This manual applies to all activities affecting QEHS in power plant operation including outsourced activities.

1.3 Terms, definitions and abbreviations

The QEHS Manual uses standard terms as defined in the International Standards ISO 9000:2008 and ISO 14001:2004.

CMM – Computerized Maintenance Management; a computer-based system for recording and managing maintenance activities.

Event Log – Failure reporting system is a computer-based system (Excel-Email-SharePoint) supporting event reporting and lessons learned sharing.

QEHS – Quality, Environment, Health and Safety.

[5] **SharePoint** – web application platform for intranet.

[5] **Customer** – typically, offtaker.

2 MANAGEMENT COMMITMENT

Ormat top management provides evidence of its commitment to the development, implementation and continuous improvement of the QEHS management system by:

a. Establishing Quality, Environmental, and Health & Safety policies, and objectives and targets.

b. Ensuring that responsibilities and authorities are defined and communicated within the organization.

c. Ensuring the planning of product realization in the frame of the quality management system,

and the availability of resources.

d. Ensuring that appropriate communication processes are established within the organization and that communication takes place regarding the importance of determining and meeting customer as well as legal and regulatory requirements, and the effectiveness of the QEHS management system.

e. Reviewing QEHS management system, at planned intervals, to ensure its continuing suitability, adequacy and effectiveness and to assess opportunities for improvement.

f. Ensuring that customer requirements are determined and are met with the aim of enhancing customer satisfaction.

[5] **2.1 Management reviews**

Management reviews are held at Ormat systems at least twice a year.

The input to management review shall include information on:

a. Results of audits and evaluations of compliance with legal requirements and with other requirements.

b. Customer feedback.

c. Process performance and product conformity.

d. Status of implementation of QEHS objectives.

e. Status of preventive and corrective actions.

f. Follow-up actions from previous management reviews.

g. Changes that could affect the QEHS management system.

h. Recommendations for improvement.

The output from management review shall include any decisions and actions related to:

a. Improvement of the effectiveness of the QEHS management system and its processes.

b. Improvement of product related to customer requirements.

c. EHS improvements.

d. Resource needs.

3 QEHS Policies

3.1 Quality Policy

Employee Driven

Ormat employees drive our quality; All Ormat employees are empowered and encouraged to individually contribute to the continual improvement of our quality systems.

Measure for Success

If it is not measured, it cannot be improved. Ormat challenges all its employees to identify and measure key processes to identify opportunities that enable Ormat to make incremental and revolutionary improvements over time.

Customer Satisfaction

Ormat success depends on customer satisfaction. Ormat listens to its customers to understand their individual needs, and strives for performance excellence to meet or exceed these expectations.

Continual Improvement

Ormat recognizes that needs and requirements continually change, and ongoing success can only be achieved through regular evaluation and improvement in its products and processes. This continuous improvement cycle is a cornerstone of our quality philosophy.

3.2 Environmental Policy

Environmental Stewardship

Ormat strives to protect, conserve, restore, and enhance the natural and human environment, while we operate and maintain facilities that meet our customer's power generation needs.

Minimize Impact

Ormat is committed to minimizing the environmental impact of our business activities with the use of environmentally friendly materials, products and processes wherever possible.

Compliant

Ormat is committed to comply with all federal, state and local environmental laws, codes, regulations and permits applicable to our business and activities.

Continual Improvement

Ormat understands that environmental excellence is one key to our success, and continually strives to reduce environmental impact through regular review and continual improvement.

3.3 Health & Safety Policy

Everyone, Everyday

Ormat employees are integral to safe operations. Accordingly every employee is charged with the responsibility to work safely, help create and maintain a safe work environment, protect each other and community, and promote ongoing compliance and improvements each and every day.

Manage Hazards

Creating a safe work environment requires identification and management of hazards in our operations. Ormat strives to systematically identify hazards, and then manage them by elimination, isolation or minimization.

Core Value

Safety is a core value at Ormat. We are committed to safeguarding employees and assets, customers, the community and the environment at all times. We believe that safe operating practices are a shared responsibility among management, employees, contractors and visitors.

Continual Vigilance

Our goal of zero-incidents requires that all employees maintain a constant vigilance to ensure that unsafe acts and conditions are prevented. If incidents do occur, Ormat employees are charged to identify, understand and correct the root causes.

These policies will be periodically reviewed for suitability and communicated to all ORMAT employees.

4 OBJECTIVES AND TARGETS

Consistent with QEHS policies, management establishes documents and communicates annual objectives and targets including but not restricted to the following areas:

a. Improvement of safety as measured by reduction of safety incidents.

b. Improvement of power generation performance as measured by power generation metrics.

c. Improved maintenance-related equipment reliability as measured by applicable metrics

(e.g. MTBF).

d. Improvement of maintenance performance as measure by downtime-related metrics (e.g. MTTR).

[5] e. Continual improvement and prevention of pollution.

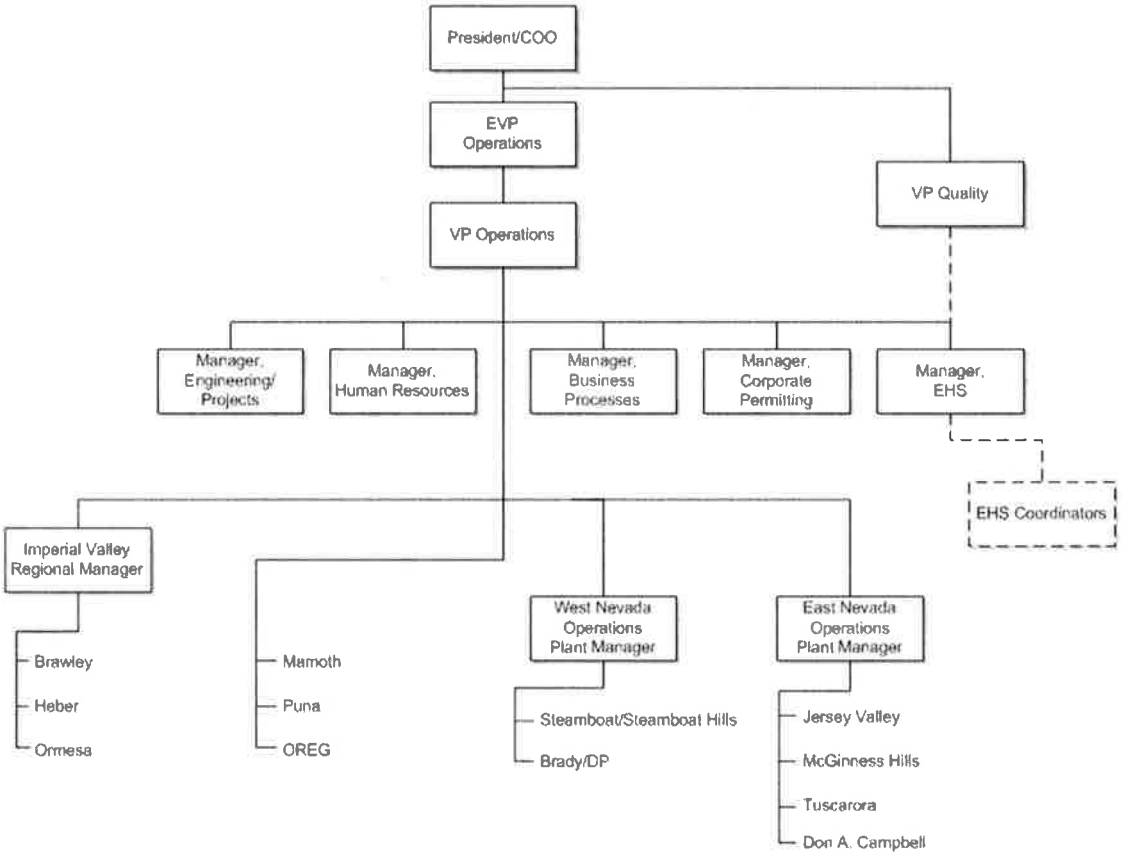
f. Compliance with environmental statutory and legal requirements as measured by applicable metrics (e.g. emissions)

g. Compliance and certification of an integrated management system in accordance with ISO 9001 and 14001 international standards.

For achieving the above objectives, programs including designation of responsibility and definition of time-frame and resources, are established, maintained, implemented and periodically reviewed.

5 QEHS ROLES, RESPONSIBILITIES AND AUTHORITIES

[5] **5.1 Organizational Chart**



[5] **5.2 Roles responsibilities and authorities**

Role	Responsibilities	Authorities
EVP Operations	Overall responsibility for the effective implementation of the QEHS system in ORMAT's plants.	Management of all resources applying to power-plant operations.
VP of Operations	Supervising all plant operations impacting performance, reliability and safety in USA.	Issuing operational and safety procedures and guidelines, supervision of plant operations in USA.
VP of Quality	Supervising all plant operations impacting quality and environmental aspects; Internal audits, management review.	Initiating and performing internal audits; coordinating and summarizing management reviews;
Manager, EHS	Supervising all plant the environmental, health and safety programs; QEHS system document control.	Accessing data systems supporting document control and other QEHS aspects.
EHS Coordinator	Developing and managing the environmental, health and safety programs; Follow and implements industry standards and best practice;	Communicate with federal, state and local regulatory bodies; Conducting EHS audit; Planning, developing, writing, implementation and maintaining of EHS policies and procedures.
Manager, Corporate Permitting	Obtaining construction and operation permits, maintaining plant leases	Sign permit applications, outsourcing applicable technical services
Plant Manager	Management of all operation related activities impacting performance, reliability and safety.	Management of operations departmental resources.

6 PROCEDURES

6.1 Plant Operation and Maintenance

Plant Operation and Maintenance activities are detailed in the Operations and Maintenance Manual and plant-specific procedures, addressing the following issues:

6.1.1 Operations

a. Standard Procedures

b. Operating Logs

c. Communications

6.1.2 Monitoring

a. Reservoir

b. Plant performance

6.1.3 Maintenance

a. Preventive Maintenance

b. Corrective (Forced) Maintenance

c. Planned outage schedule and Outage Planning

d. Inspection schedule

e. Material History

f. Post-maintenance testing

g. Temporary and Permanent Modifications

h. As-built configuration control

i. Calibration

6.1.4 Training

a. Initial qualification

b. Safety training

c. Continuing training

6.1.5 Safety

a. General safe practices

b. Fire protection

c. Accident/injury reporting

d. Hearing and eye conservation.

e. Safety hazards identification and correction.

f. Safety meetings

g. Clearance procedures

h. Confined space entry

6.1.6 Environmental

[5] Environmental issues are covered by plant-specific procedures for compliance to applicable regulations, facility and other requirements.

6.2 Control of documents

6.2.1 Policy

Documents used in activities which have an impact on ORMAT's QEHS management system, shall be reviewed and approved for adequacy by authorized personnel prior to release of their original issue or of any further revision. The control system of these documents shall ensure that their relevant revisions are identified, dated, legible, suitably stored for a specified period and available at all points of use, and that any obsolete documents retained for legal or knowledge-preservation purpose are suitably identified.

6.2.2 Procedure

Every document of internal origin (issued after JAN 2007) shall comply with the following requirements:

identification number and a revision letter or number.

b. Reviewed and approved by the relevant managers prior to the release of its initial issue or of further revisions.

c. Changes shall be approved by applicable authorized persons and identified by a new revision

number.

In order to ensure that only relevant revisions of documents of any origin are available at all points of use, the following control system shall be implemented:

a. Electronic approved source files or scanned hard copies shall be managed by means of an electronic application suitable for document control, e.g. SharePoint.

b. Hard copy print-outs shall be controlled by applicable users in order to assure correspondence to their controlled electronic sources (warning note shall be added as in page 1 above).

c. Any obsolete document retained for legal or knowledge-preservation purpose, shall be properly identified and controlled by means of the document control application.

d. Original hard-copies or electronic files of the QEHS Manual, site-specific procedures, work instructions and specifications shall be properly stored until their next revision.

6.3 Control of records

6.3.1 Policy

In order to demonstrate conformance to specified requirements, and the effective operation of ORMAT's management system, quality and EHS records shall be legible and suitably identified, formatted, collected, filed and stored for specified periods in such a way that they are readily retrievable and protected from damage or loss.

6.3.2 Procedure

General requirements

All quality and EHS records, including relevant records from subcontractors, in the form of hard copy or computer file, shall be:

a. Identified, dated and traceable to the product, service or activity involved.

b. Legible and stored in such a way that they are readily retrievable and protected from damage or loss.

c. Available for evaluation by customers and applicable authorities as required by contracts or by relevant laws or directives.

Storage periods

Unless otherwise required, the QEHS records shall be stored for the following periods:

a. **2 years:** management review, internal/external audit reports, corrective/preventive action records, training records.
b. **3 years:** acceptance inspection/testing report, nonconformity reports, EHS monitoring/nonconformity reports.
c. **7 years:** supplier/subcontractor records and emergency/safety event reports.
d. **Permanent :** safety training records.

[5] **6.4 Internal audits**

6.4.1 Policy

Internal audits shall be conducted at planned intervals, in order to determine whether ORMAT's QEHS management system complies with planned arrangements and is effectively implemented and maintained.

Internal Auditor must be authorized to complete internal ISO audits.
There is a minimum of 2 internal audits per year.

6.4.2 Procedure

6.4.2.1 Initiation and planning of quality audits

The VP Quality is responsible for:

a. Establishing an annual program of internal audits.
b. Initiate, if necessary, additional system, process or product/service audits.

6.4.2.2 Implementation and recording of internal audits

Every internal audit shall be:

a. Prepared, carried out and recorded according to ISO 19011 guidelines.
b. Distributed to the manager of the audited plant, the VP Operations, EVP Operations and the President.

6.4.2.3 Corrective actions

Following an internal audit:

a. If necessary, the manager of the audited department or activity and/or the Quality Coordinator shall initiate and coordinate, without undue delay, corrective actions related to the deficiencies found during the audit.

b. The lead auditor shall verify on appropriate time the implementation and effectiveness of the corrective actions.

6.4.2.4 Management reviews

The major findings of internal audits and the related corrective actions shall be presented by the VP Quality at management reviews.

6.5 Control of nonconformities

6.5.1 Policy

Quality, safety or environmental nonconformities shall be prevented by a systematic procedure for identification, reporting, evaluation, review, correction and verification, which shall be complemented by applicable corrective and preventive actions when appropriate.

6.5.2 Classification

Type I

All events causing to actual or potential generation loss or equipment failure.

Type II – Major Events

Events which are resulted in either of the following effects:

a. Personal Injury / Serious Safety hazard.

b. Major Environmental impact / Compliance Infringement.

c. Plant performance impaired > 100 MWh.

d. Equipment Damage > K$10.

6.5.3 Procedure

6.5.3.1 Identification, reporting, segregation and evaluation of nonconformities

Any employee who identifies nonconformity shall take the following actions:

a. Immediate action to contain nonconformity effects and prevent further damage. Safety incidents and related injuries shall be handled in accordance to safety procedures.

b. Reporting of the nonconformity in the "event Log" application (**TYPE I** nonconformities)

and via Email (**TYPE II** nonconformities).

c. Identification and segregation of nonconforming items until disposition by a "deficiency tag" to the extent necessary and practical.

NOTE:

Every repair activity is recorded in the CMMS and, when resulted from an "event Log" event, would be referenced in the "Event Log" record.

6.5.3.2 Review and disposition of nonconforming Items

Review and disposition of nonconforming items shall be normally performed by:

a. The Plant Manager or by whom this responsibility has been delegated to, for an item found nonconforming during plant operation.

b. The purchaser or person in charge of a specific purchasing transaction, for a purchased item which has been found nonconforming during receiving inspection.

The disposition decision in case of incoming parts shall be one of the following: use as is, alternative use or return to supplier.

Repaired items shall be re-inspected and retagged with a "serviceable tag".

6.6 Corrective and preventive action

6.6.1 Policy

Corrective or preventive action shall be defined and implemented to eliminate the causes of actual or potential quality, safety and environmental nonconformities as well as to mitigate their impacts. Corrective or preventive action shall be appropriate to the magnitude of problems or risks identified.

6.6.2 Procedure

6.6.2.1 Corrective actions

QEHS nonconformity may be followed by a corrective action with the purpose of eliminating its cause.

Corrective activity may be initiated by any relevant management or engineering person or forum. Such decision will depend on the severity and/or frequency of the nonconformity.

Corrective action shall be processed according to the following sequence:

a. Investigation of the causes of nonconformity.

b. Definition of the corrective actions needed to eliminate the causes of nonconformity.

Corrective actions may be of the following types: organizational or procedural change, engineering change, supplier improvement or replacement, purchase order or work instructions change, improvement in plant equipment or infrastructure, personnel training, etc...

c. Implementation of the corrective actions.

d. Verification and recording of corrective actions implementation and effectiveness. Corrective actions of Type II events shall be recorded on communicated to the Event log SharePoint site via Email.

6.6.2.2 Preventive actions

Preventive action may be suggested by any employee, and initiated by any department or site manager, in order to eliminate causes of potential nonconformities. For instance, preventive action may be the extension of a corrective action from one plant to several plants or due to a HAZOP analysis.

A preventive action shall be processed according to the same sequence as a corrective action, and shall be recorded also in the "Event log" system.

6.7 Monitoring and Measurements

6.7.1 Policy

Monitoring and measurement shall be planned, carried out and recorded in order to verify that Ormat processes, products, components and environmental impact, meet applicable requirements.

6.7.2 Procedure

[5] 6.7.2.1 Incoming Inspection

Before storage, or installation, every incoming lot of purchased items shall be inspected, to the necessary extent, in order to verify their conformance with the requirements specified, or referred to, in the purchase order.

Receiving inspection and testing shall be carried out by means of suitable equipment, at Ormat or at

suppliers' premises, and shall include:

a. Item identification, quantity verification and visual inspection (including verification of marking, if applicable).

b. Verification of supplier's quality records, such as COC (Certificate of Conformance) and COT (Certificate of Tests).

c. Dimensional inspection and other tests according to requirements.

d. For hazardous materials, verification of packaging, marking and MSDS.

[5] 6.7.2.2 Process Monitoring, control and improvement

Process monitoring and control shall be carried out by means of suitable equipment, and include:

a. In-process inspection and testing of relevant product characteristics.

b. Monitoring of specific parameters, for a validated process (e.g., water consumption).

c. Statistical process control (SPC), if required.

Process continuous improvement shall be a permanent objective of plant managers.

[5] 6.7.2.3 Environmental monitoring

Environmental monitoring at any Ormat power plant shall be carried out according to local and other regulations.

[5] 6.7.2.4 Monitoring and measurement equipment

In-process and final inspection and testing of product components and products, as well as environmental monitoring, shall be carried out using suitable and controlled equipment/devices.

[5] 6.7.2.5 Customer satisfaction follow-up

Follow-up on main customers' satisfaction shall be carried out by plant managers by collecting and reviewing customer complaints.

[5] **6.8 Identification of significant environmental aspects**

The significant environmental aspects of plants activities shall be:

a. Identified according to the guidance given in Annex A, clause A3.1 of ISO 14001:2004, on the basis of the initial environmental review.

b. Reviewed, and if necessary revised, for new products or processes.

c. Considered in setting environmental objectives and targets.

6.9 Evaluation of compliance with applicable legal and other requirements

6.9.1 Policy

ORMAT shall annually review and evaluate the status of compliance with applicable legal requirements and shall keep records of the results of the periodic evaluations.

[5] ***6.9.2 Procedure***

The permitting department shall manage a list of legal and other requirements in SharePoint – US Compliance site

The list shall include, at least, the following details:

A. SITE

Name of applicable Site/Plant

B. SECTIONS:

i. Land use and general laws

ii. Air

iii. Water

iv. Liquid and Solid waste

v. Hazardous Materials

vi. Energy

C. DATA FOR EACH SPECIFIC ISSUE:

i. Title of Law or Directive

ii. Year of first issue and of last amendment iii. Abstract of requirements

iv. Enforcement authority (County, State, Federal Authority, etc)

v. Responsibility class (criminal, civil, etc)

vi. Compliance status (not applicable, complies, not complies)

The permitting department shall review, and update if necessary, once per year the compliance status of all sites/plants operated by the organization and shall submit a report to the COO and EVP Operations.

The report shall include.

a. Title of report: "Environmental Regulation Compatibility Status".

b. Report date.

c. Author's date.

d. New requirements.

e. Highlights of conformance status and discrepancies.

Highlights of conformance status and discrepancies shall be also presented at the management review.

[5] **6.10 Emergency Preparedness and Response**

6.10.1 Policy

Ormat shall establish and maintain emergency procedures to identify potential for, and response to accidents and emergency situations, and to prevent and mitigate the EHS impacts that may be associated with them.

6.10.2 Procedure

An emergency/contingency plan based on risk assessment shall be defined, according to local regulations, in order to prepare an effective response to any potential accident or emergency situation, and to prevent and mitigate EHS impacts, in particular related to hazardous materials that may result from it.

The emergency action plan shall be tested by means of an applicable drill at least once a year.

The emergency action plan shall be reviewed, and if necessary revised, after any of the following occurrences:

a. Change in relevant regulations.

b. Emergency drill.

c. Accident or emergency situation.

[5] **6.11 Operational Control**

6.11.1 Policy

Ormat shall identify and plan those operations that are associated with the identified significant environmental aspects consistent with its environmental policy, objectives and targets, in order to ensure that they are carried out under specified conditions.

6.11.2 Definition

Operational Control – An implementing procedure, physical control, checklist, training, employee expertise, or other means of controlling operations to manage significant environmental aspects and/or legal and other requirements.

6.11.3 Procedure

a. Identify operational controls associated with environmental requirements and significant environmental aspects.

b. Establish and maintain procedures related to significant environmental aspects and environmental requirements that stipulate operating criteria.

c. Identify ongoing process for the purposes of preventing and controlling releases, ensuring environmental protection, and maintaining compliance with statutory and regulatory requirements, and consequences for departure from specified operating procedures.

d. Communicate operational controls to appropriate personnel and suppliers.

7 INTERACTION OF PROCESSES RELATED TO THE QUALITY SYSTEM

7.1 Processes

a. Regulatory compliance (permit maintenance)

b. Contractual compliance (plant acceptance and ongoing)

c. Process monitoring (power generation performance, key parameters, emissions, etc)

d. Maintenance

e. Purchasing

f. Training and qualification

g. Data analysis (compare with key performance indicators, obligations, benchmarks, modeling)

h. Nonconformity handling

i. Reporting (regulatory, financial, internal)

j. Management review

k. Continual improvement

l. QEHS documentation maintenance (procedures, work instructions, checklists, etc)

m. Internal audit

7.2 Interaction of processes

Following is a graphic presentation of the processes listed in paragraph 7.1, grouped into three main categories:

a. main processes applied as part of routine plant operation and maintenance,

b. supportive processes.

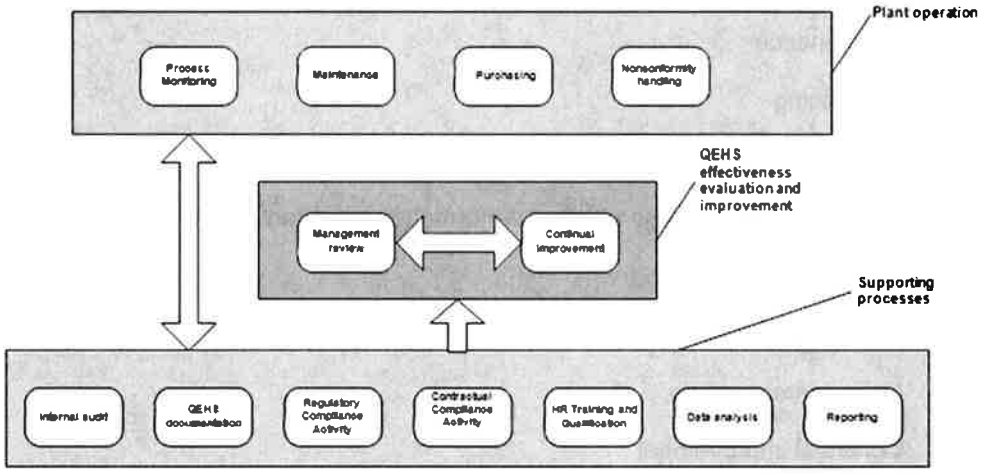
c. processes relating to the evaluation of QEHS effectiveness and its continual improvement.

Interconnecting arrows indicate input-output type relationships between processes or groups of processes, as follows:

a. Plant O&M processes provide inputs to supporting processes, e.g.: nonconformity data, costs, performance and other data gathered as part of routine activities.

b. Supporting processes provide data to O&M processes, e.g.: audit findings and recommendations, procedures and work instructions, HR qualifications.

c. Supporting processes provide inputs for management review and continual improvement processes.



APPENDIX H
TO POWER PURCHASE AGREEMENT,
DATED AS OF OCTOBER 18, 2018
BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND ORNI 50 LLC

MILESTONE SCHEDULE

Footnote	Date	Milestone Description	Daily Liquidated Damages for Delay
Before Commercial Operation Date			
n/a	As a condition to effectiveness of the PPA	Posting of Project Commencement Security (initial). See Section 6.9(a) of this Agreement	
n/a	As a requirement for COD	Posting of Delivery Term Security (at COD notice). See Section 6.9(b) of this Agreement	
1	July 1, 2021 Or an earlier date notified by Seller	The Construction Start Date has been achieved by the Guaranteed Construction Start Date	$11,851 per day (up to two million six hundred nineteen thousand two hundred forty dollars ($2,619,240.00))
2	December 31, 2021 Or an earlier date notified by the Seller	The Commercial Operation Date has been achieved by the Guaranteed Commercial Operation Date. Seller shall not declare Commercial Operation before April 1, 2020.	$11,851 per day (up to two million six hundred nineteen thousand two hundred forty dollars ($2,619,240.00))
After Commercial Operation Date			
3	June 1, 2022	Proof of CEC certification within 6 months of COD	
4	March 31, 2022	Verification of WREGIS Registration (pre-COD Seller must provide sufficient evidence to Buyer that it has prepared and registered all required documents and have taken all necessary steps for final WREGIS approval, including the Notice of Substantial Completion or COD notice to	

		WREGIS, as appropriate. Post-COD Seller must provide sufficient evidence to Buyer that substantial completion of the Project is verified and it has provided WREGIS with the notice of COD and are only waiting for WREGIS to approve the unit so that RECs can be created.	

In addition to all other applicable requirements of this Agreement, all of the documents listed in the below footnotes shall be provided by Seller to Buyer by the Milestone Date for the Milestone shown above.

Footnotes:

1. Seller shall have provided Buyer with documentation that the major equipment has been ordered and a copy of the Notice to Proceed for the construction contractor to start work, and documentation from the contractor to certify that physical construction work has begun for the Facility's power block.

2. Seller shall have provided written notice to Buyer certifying that the Facility satisfies the definition of Commercial Operation in Article I of this Agreement.

3. Seller shall have provided Buyer with all approvals, certifications, and verifications from the CEC.

4. Seller shall have provided Buyer written notice evidencing that the Facility is registered in WREGIS.

APPENDIX I

TO POWER PURCHASE AGREEMENT

DATED AS OF OCTOBER 18, 2018

BETWEEN

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

AND

ORNI 50 LLC

GUARANTEED GENERATION AND MAXIMUM GENERATION TABLE

Contract Year	Guaranteed Generation (MWh)	Maximum Generation (MWh)
Test Energy Period*	N/A	14,400
1	140,160	175,200
2	140,160	175,200
3	140,160	175,200
4	140,160	175,200
5	140,160	175,200
6	140,160	175,200
7	140,160	175,200
8	140,160	175,200
9	140,160	175,200
10	140,160	175,200
11	140,160	175,200
12	140,160	175,200
13	140,160	175,200
14	140,160	175,200
15	140,160	175,200
16	140,160	175,200
17	140,160	175,200
18	140,160	175,200
19	140,160	175,200
20	140,160	175,200
21	140,160	175,200

Contract Year	Guaranteed Generation (MWh)	Maximum Generation (MWh)
22	140,160	175,200
23	140,160	175,200
24	140,160	175,200
25	140,160	175,200

* These values assume the Test Energy Period consists of thirty (30) days. If the Test Energy Period is shorter or longer than this period, then the Maximum Generation for the Test Energy Period will be the product of 480 MWh and the number of days in the Test Energy Period.

APPENDIX J

CONSTRUCTION START
FORM OF CERTIFICATION

This certification ("Certification") of the Construction Start Date is delivered by ORNI 50 LLC ("Seller") to Southern California Public Power Authority ("Buyer") in accordance with the terms of that certain Power Purchase Agreement dated as of October 18, 2018 ("Agreement") by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the meanings assigned to those terms in the Agreement. Seller hereby certifies and represents to Buyer that the Construction Start Date has occurred, including Seller's delivery of the Notice to Proceed to the EPC Contractor for the beginning construction of the power block for the Facility.

A true and correct copy of the Notice to Proceed is attached to this Certification.

SELLER:
ORNI 50 LLC

By:
[Name]
[Title]

Attest:
[Name]
[Title]

APPENDIX K

COMMERCIAL OPERATION FORM OF CERTIFICATION

This certification ("Certification") of the Commercial Operation is delivered by ORNI 50 LLC ("Seller") to Southern California Public Power Authority ("Buyer") in accordance with the terms of that certain Power Purchase Agreement dated as of October 18th, 2018 ("Agreement") by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement. Seller hereby certifies and represents to Buyer the following:

(i) Construction of the Facility has been completed in accordance with the terms and conditions of the Agreement, "substantial completion" under the relevant construction contracts has been achieved, and the Facility possesses all of the characteristics and satisfies all of the requirements set forth for the Facility in this Agreement and for delivery of Facility Energy to the Point of Delivery;

(ii) The Facility has successfully completed all testing and commissioning required by Prudent Utility Practices, each Requirement of Law, and the material recommendations of manufacturers and suppliers from whom Seller procured equipment or materials for the Facility in order to operate the Facility;

(iii) Subject to the provisions of Section 3.5 of the Agreement, Seller has delivered to Buyer a certificate of the Independent Engineer substantially in the form attached hereto of Appendix L;

(iv) The Facility (including the Facility Energy and associated Environmental Attributes) is RPS Compliant and EPS Compliant;

(v) The Facility is operating in accordance with all Requirements of Law and has demonstrated (i) the sustained operation of the generating facility for at least 5 consecutive hours at a delivery rate of at least 20 MW (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery) as measured by the Electric Metering Devices, as adjusted to reflect nominal resource temperature and flow rates and other environmental conditions, and (ii) the delivery of Energy equal to at least 2400 MWh during a period of 120 consecutive hours (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery) as measured by the Electric Metering Devices, as adjusted to reflect nominal resource temperature and flow rates and other environmental conditions;

(vi) Seller has obtained and maintained all Permits (including the CEQA/NEPA Determinations) required for the construction, operation and maintenance of the Facility

and the sale of Facility Energy to Buyer, each in accordance with this Agreement, including the Permits identified in Appendix B, and all such Permits are final and in full force and effect;

(vii) Seller has obtained and maintained the Insurance;

(viii) Seller has delivered to Buyer the Delivery Term Security;

(ix) Seller has entered into transmission and interconnection agreements with Transmission Providers pursuant to which it has obtained Facility Transmission Rights and Interests as necessary for the delivery of the Facility Energy to the Point of Delivery;

(x) Seller has delivered to Buyer copies of the Leases for the Facility described in Section 7 of Appendix B of the Agreement;

(xi) The Facility has been pre-certified by the CEC;

(xii) Seller has caused GeothermEx, a division of Schlumberger Inc., or another qualified geothermal energy consultant satisfactory to Buyer in its reasonable discretion, to furnish to Buyer its opinion stating, with a confidence level of at least ninety (90%) percent, that the geothermal production wells of the Facility are capable of supporting operation of the Facility on a sustained basis for the delivery of Facility Energy to the Point of Interconnection at the rate of at least 20 MW declining yearly by not more than one half percent (0.5%) for the duration of the Delivery Term.

SELLER:
ORNI 50 LLC

By:
[Name]
[Title]

Attest:
[Name]
[Title]

APPENDIX L

FORM OF CERTIFICATE OF INDEPENDENT ENGINEER AS TO COMMERCIAL OPERATION

[Addressee]

Attention: Independent Engineer's Certificate

Dear Sir or Madam:

Reference is made to the [PPA] between [____] (the "***Seller***"), and [____] ("***Buyer***"), dated as of [_____] (the "***PPA***"). Except as otherwise provided, capitalized terms used herein shall have the meanings set forth in the PPA.

[_____] acting as the "***Independent Engineer***" under the PPA defined above, hereby submits this Certificate in connection with the Seller's notice to Buyer that the Facility will be deemed to have achieved Commercial Operation at the point in time when, inter alia, the Buyer has received a certificate (this "***Certificate***") addressed to it from an Independent Engineer containing certain statements with respect to the Facility;

The Independent Engineer has performed its review of the matters set forth in this Certificate relating to the Facility in a professional manner in accordance with generally accepted engineering consulting practices and in accordance with the standards of care practiced by other consulting engineers in performing similar tasks on like projects and in accordance with its scope of services as defined in the engagement letter between the Seller and the Independent Engineer. The Independent Engineer represents that it has the required skills and capacity to perform its services in the foregoing manner.
The Independent Engineer has reviewed the information that it has determined to be relevant for purposes of providing this certification and has conducted a site visit on [_____], and has reviewed such documents as it deemed appropriate in its professional judgment in order to enable it to deliver this Certificate.

Based on the foregoing and on the understanding and belief that the Independent Engineer has been provided true, correct and complete information from the requisite parties as to

the matters covered by this Certificate, and acknowledging that the Buyer is relying on this Certificate, the Independent Engineer hereby certifies, as of the date hereof, that:

(i) the Undersigned is duly qualified and licensed to practice engineering in the State of [_____];

(ii) the Undersigned is neither an employee nor a consultant of the Seller such that the majority of either the time or billings of the Undersigned during the 18 month period prior to the date hereof were devoted to the Facility;

(iii) the Undersigned is not an affiliate of the Seller nor directly or indirectly Controlled by the Seller;

(iv) construction of the Facility has been completed in accordance with the terms and conditions of the PPA, "substantial completion" under the relevant construction contracts has been achieved, and the Facility possesses all of the characteristics and satisfies all of the requirements set forth for the Facility in the PPA and for delivery of Facility Energy to the Point of Delivery, excepting punch list items that do not materially and adversely affect the ability of the Facility to operate in accordance with the PPA;

(v) all Permits have been obtained and maintained (including the CEQA/NEPA Determinations) required for the construction, operation and maintenance of the Facility and the sale of Facility Energy to Buyer, each in accordance with this PPA, including the Permits identified in Appendix B, and all such Permits are final and in full force and effect;

(vi) the Facility has successfully completed all testing and commissioning required by Prudent Utility Practices, each Requirement of Law, and the material recommendations of manufacturers and suppliers from whom Seller procured equipment or materials for the Facility in order to operate the Facility'

(vii) the construction of the transmission path and the interconnection facilities have been completed;

(viii) the Interconnection Point of the Facility is at the location specified in Appendix B of the PPA;

(ix) transmission and interconnection agreements with Transmission Providers have been entered into pursuant to which it has obtained Facility Transmission Rights and Interests as necessary for the delivery of the Facility Energy to the Point of Delivery;

(x) the Facility has been constructed, connected, commissioned and synchronized to the controlled electric grid such that the Facility is available to generate Energy in compliance with Prudent Utility Practices and deliver Facility Energy in accordance with the PPA;

(xi) the Facility has demonstrated (i) the sustained operation of the generating facility for at least 5 consecutive hours at a delivery rate of at least 20 MW (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery) as measured by the Electric Metering Devices, as adjusted to reflect nominal resource temperature and flow rates and other environmental conditions, and (ii) the delivery of Energy equal to at least 2400 MWh during a period of 120 consecutive hours (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery) as measured by the Electric Metering Devices, as adjusted to reflect nominal resource temperature and flow rates and other environmental conditions;

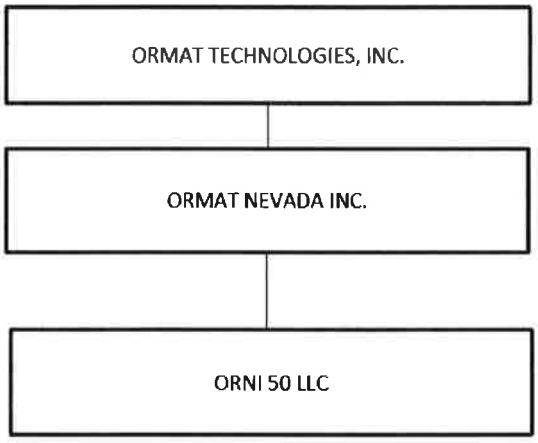
IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date set forth above.

[Signature Blocks]

SCHEDULE A

TO THE
POWER PURCHASE AGREEMENT
DATED AS OF OCTOBER 18, 2018
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
ORNI 50 LLC

ORGANIZATIONAL AND OWNERSHIP STRUCTURE OF SELLER AND UPSTREAM EQUITY OWNERS



ATTACHMENT 2

RESOLUTION NO. R-111-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER THE MAMMOTH CASA DIABLO ENERGY PROJECT POWER SALES AGREEMENT AND APPROVING THE SHARE CAPACITY AND ENERGY TO BE PURCHASED PURSUANT TO THE MAMMOTH CASA DIABLO ENERGY PROJECT POWER SALES AGREEMENT

WHEREAS; Southern California Public Power Authority (the "Authority") has approved a Power Purchase Agreement between the Authority and ORNI 50, LLC, for the output of the Mammoth Casa Diablo IV Energy Project (CD4); and

WHEREAS, the City Council of the City of Colton has authorized entering into the Mammoth Casa Diablo IV Energy Project Power Sales Agreement (the "Power Sales Agreement") between the City and the Authority; and

WHEREAS, under the Power Sales Agreement the City will be entitled to a percentage of the capacity and energy in the Mammoth Casa Diablo IV Energy Project, a geothermal generating facility located in Mono County, California; and

WHEREAS under the Power Sales Agreement, the City will receive a specified percentage of capacity and energy in the Mammoth Casa Diablo IV Energy Project to which the City is entitled (the "Participant Facility Output Share").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Manager of the City of Colton is authorized to execute and deliver the Power Sales Agreement, with such changes, insertions and omissions as shall be approved by the official executing the Power Sales Agreement (such approval to be conclusively evidenced by such execution), and the City Clerk is hereby authorized to attest to such signature.

2. The Facility Output Share for the City to be set forth in the executed Power Sales Agreement shall not exceed 75.0 percent (75.0%).

3. The City Manager of the City of Colton is hereby authorized to execute and deliver any and all other documents and instruments and to do and cause to be done any and all acts and things necessary or advisable for carrying out the transactions contemplated by this Resolution, for the benefit of the City and the other participants in the Mammoth Casa Diablo IV Energy Project.

PASSED, APPROVED AND ADOPTED this 6th day of November, 2018.

_____
RICHARD A. DELAROSA, Mayor

ATTEST:

_____
CAROLINA R. PADILLA, City Clerk

CITY OF COLTON
CITY COUNCIL/FOR THE CITY OF COLTON/COLTON UTILITY AUTHORITY/
COLTON PUBLIC FINANCING AUTHORITY AND
COLTON HOUSING AUTHORITY
CLOSED SESSION MINUTES

October 16, 2018

Closed Session Meeting was held on the above given date at 5:01 p.m., in the Council Chamber of City Hall, with Mayor DeLaRosa presiding.

CITY COUNCIL ROLL CALL
Councilmembers present were, Toro *(appeared at 5:18)*, Cisneros, Navarro, González, Mayor Pro Tem Woods, Suchil, and Mayor DeLaRosa.

STAFF PRESENT
City Manager Smith, City Attorney Campos, and City Clerk Padilla.

PUBLIC COMMENT
None

CLOSED SESSION
City Attorney Campos announced the City Council would meet in Closed Session to Discuss Item A, B, & C.

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to Government Code Section 54956.9(d)(1)
   Martin Ragels v. City of Colton
   Workers Compensation Case No. ADJ10220532--DOI 10-22-14 to 10-22-15
   Workers Compensation Case No. ADJ10220567--06/09/15
   Workers Compensation Case No. ADJ9858591--DOI 08-19-13
   Workers Compensation Case No. ADJ593953 – DOI 01-11-94

B. CONFERENCE WITH LABOR NEGOTIATORS
   Pursuant to Government Code Section 54957.6
   Agency designated representatives: Haydee Sainz, Human Resources Director
   Employee Groups: Teamsters – General Unit and Mid-Management Unit

C. PUBLIC EMPLOYMENT
   Title: Police Chief

Mayor DeLaRosa adjourned the meeting to Closed Session at 5:02 p.m. and at 6:08 p.m., the meeting reconvened, with all members present heretofore.

City Attorney Campos announced that the City Council did meet in Closed Session and discussed Item A, B, & C.; with direction to staff and no reportable action.

CITY COUNCIL FOR THE CITY OF COLTON/COLTON UTILITY AUTHORITY/
COLTON PUBLIC FINANCING AUTHORITY AND
COLTON HOUSING AUTHORITY

REGULAR MEETING MINUTES

October 16, 2018

Regular Meeting held on the above-given date at 6:09 p.m. in the Council Chamber of City Hall, with Mayor DeLaRosa presiding.

INVOCATION/FLAG SALUTE: Reverend Jonathon Florez

CITY COUNCIL ROLL CALL

Council Members Present
Richard A. DeLaRosa, Mayor
David J. Toro
Ernest R. Cisneros
Frank J. Navarro
Dr. Luis S. González
Jack R. Woods, Mayor Pro Tem
Isaac T. Suchil

Staff Present
William R. Smith, City Manager
Carlos Campos, City Attorney
Carolina R. Padilla, City Clerk

Council Members Absent
None

MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF OCTOBER 16, 2018

GIFT DISCLOSURES
Mayor DeLaRosa asked the members present if there were any agenda items that were a conflict of interest pursuant to CMC Section 2.04.030. None disclosed.

AB 1234 ORAL REPORTS
Mayor DeLaRosa asked the members present if there were any brief reports on meetings attended at the expense of the City. *(GC Section 53232.3(d)*.

Mayor DeLaRosa and MPT Woods announced attendance at the ICSC (International Council of Shopping Centers) on October 8, 2018 through October 10, 2018 in Los Angeles, California.

With no objection from the Councilmembers present, Mayor DeLaRosa brought forward PUBLIC COMMENT and CONSENT CALENDAR.

PUBLIC COMMENT
The following community members addressed the Council: Jackie Ficarotta; Fran Fields; Denis & Robert Silva; Rachel Warner; Madison Warner; Christine Irish-Ré; Larry Rivas; and Debbie Jenkins.

CONSENT CALENDAR
Mayor DeLaRosa presented the Consent Calendar Items 2 through 11.

Councilmembers present selected items for discussion and clarification by staff: Mayor DeLaRosa, Item 7 and 9.

Motion and Second by CM González/Navarro to approve the Consent Calendar Item 2 through 11
Vote: Unanimous

(2) Minutes – Approval of Minutes for the City Council Regular Meeting Held October 2, 2018 on File in the Office of the City Clerk.

(3) Warrants – Approve voucher numbers 173632 to 173792 dated 09/27/2018 and totaling $2,158,208.21; voucher numbers 173793 to 173880 dated 09/27/2018 and totaling $65,797.32; voucher numbers 173881 to 174036 dated 10/04/2018 and totaling 6,127,382.23 and a payroll disbursement listing for the period 07/28/2018 to 08/10/2018 and totaling $840,607.04 on file in the Finance Department.

(4) City Treasurer's Report - Receive and File City Treasurer's Report for August 2018.

(5) Approve Purchase of Network Stack for DOJ Criminal Justice Information System Compliance and 911 Dispatch Upgrade – Approve and adopt Resolution R-109-18 for purchase and installation costs of the WireWave network stack in the amount of $18,902.60 and cables and hardware through Inland Empire IT Service in the amount of $1,950.00, RESOLUTION R-109-18.

(6) Notice of Completion for the Community Development Block Grant (CDBG) Project No. COLT-16-2-03K-7529 Street Improvement Project – Authorize the execution and recordation of the Notice of Completion for the Community Development Block Grant (CDBG) Project No. No. COLT-16-2-03K-7529 – Ivy Avenue, C Street, Vista Way, Illinois Avenue, and Holly Avenue Street Improvement Project.

(7) Notice of Completion for the FY 17/18 Citywide Asphalt Paving Project – Authorize the execution and recordation of the Notice of Completion for the FY 17/18 Citywide Asphalt Paving Project.

(8) Resolution of Public Interest and Convenience for the Sale of City Property at Walin and Barton in the City of Colton – Approve Resolution R-108-18 of Public Interest and Convenience for the sale of City Property at the corner of Barton Road and Walin Street _APN 01664-242-06), RESOLUTION NO. R-108-18.

(9) Approve Surplus Water Purchase Agreement with San Bernardino County for Cleanup of Perchlorate Contamination in Rialto-Colton Basin and Authorize the Public Utilities Director to Make Short-Term Water Transaction – Approve the attached "Surplus Water Purchase Agreement By and Between the City of Colton and the County of San Bernardino" for a one-time sale of up to 55 acre feet of surplus water, RESOLUTION NO. R-110-18.

(10) Award of Bid and Contract to Phoenix Motorcars for a Zero Emissions Medium Duty Utility Truck – award of bid and contract to Phoenix Motorcars in the amount of $104,671 for the purchase of a medium duty utility truck and authorize the City Manager to execute all necessary documents.

(11) Change Order to the Maintenance Services Agreement with Conserve LandCare – Approve a change order to the Maintenance Services Agreement with Conserve LandCare, increase the compensation in the amount of $23,394 and authorize the City Manager to execute the change order.

MAYOR AND COUNCIL DISCUSSION ITEM

- Discussion and possible direction to assess and maximize Colton Utility revenues.

Mayor DeLaRosa brought this item for discussion to obtain a consensus/possible direction to staff to further maximize the Colton Utility revenues. In order to determine the possible discernment this would entail Mayor DeLaRosa introduced Jas Mundra, Managing Partner of the Acentor Group.

Mr. Mundra gave a PowerPoint presentation: 'ACENTOR GROUP City Benchmarking Project City of Colton, California, U.S.A'.

Purpose & Proposal
Benefits
Benchmark Project Timeline/Tasks
Acentor Group Profile – Experience covers large scale infrastructure projects with a view on regional growth; natural gas and solar power plants; oil & gas; minerals; global relations for trade, business, and investments.

Discussion/discernment among Councilmembers presented with clarification provided by Mr. Mundra; with consensus by Council to explore addition revenues and begin discussion with Mr. Mundra of the Acentor Group under the direction of City Manager Smith; including executive staff; to explore the vision of the Acentor Group.

PUBLIC HEARINGS
None

BUSINESS ITEMS

(1) Potential Amendments to the Colton Municipal Code Pertaining to Regulation of Commercial Marijuana Activities – Review recommendations and options forwarded by the City Council's Cannabis Subcommittee, with separate vote to support/not support each item.

Staff Discussion
Henry G. Castillo, BB&K Associate, presented for Council consideration potential amendments to the Colton Municipal Code as it relates to commercial cannabis activities.

The two areas of potential amendments include: (1) removal of the two (2) CMPO Cap; and (2) Expansion of Current Marijuana Cultivation Candidate Sites (MCCS).

PUBLIC COMMENT
The following community members addressed the Council: Ben Eilenberg; Gem Montes; and Gary Grossich.

Council Discussion
Discussion centered as to the need to take action before the passing of Measure U/Cannabis Taxation; to be determined by the residents of the City of Colton at the November 6, 2018 Election; in conclusion by Councilmembers present the item to be returned to the agenda for potential amendments to the Colton Municipal Code to Regulation of Commercial Marijuana Activities at the November 20, 2018 Regular Council Meeting.

7:35 p.m. MPT Woods left the dais for the balance of the council meeting.

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS
Comments from Mayor and Council on various issues and activities throughout the community.

CITY MANAGER'S REPORTS

City Manager Smith introduce Hye Jin the new Assistance Public Works and Utilities Director; Director David Kolk will return to work next Monday, October 22, 2018.

Shannon Kendall, Emergency Services Coordinator (shared with the City of Loma Linda Fire Department) presented an informational item; the Local Hazard Mitigation Plan.

ADJOURNMENT

At 7:47 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting.

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Carolina R. Padilla
City Clerk

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ITEM NO. 3

STAFF REPORT

DATE: NOVEMBER 06, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: STACEY DABBS, FINANCE DIRECTOR

SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

RECOMMENDED ACTION

It is recommended that the City Council approve US Bank voucher dated 09/25/2018 and totaling $30,449.92; voucher numbers 174037 to 174121 dated 10/11/2018 and totaling $1,102,047.64; replacement checks 174122 to 174123 totaling $869.41; voucher numbers 174124 to 174259 dated 10/18/2018 and totaling $593,219.44; voucher numbers 174260 to 174388 dated 10/25/2018 and totaling $2,107,494.92; a payroll disbursement listing for the period 08/11/2018 to 08/24/2018 and totaling $873,914.13 and a payroll disbursement listing for the period 08/25/2018 to 09/07/2018 and totaling $810,450.42.

BACKGROUND

The California Government Code requires that the legislative body ratify all vouchers issued in the course of conducting City business.

ISSUES/ANALYSIS

All vouchers and related backup documentation have been reviewed by the City Treasurer.

FISCAL IMPACTS

None.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Fund number & Title legend
2. Voucher lists & payroll disbursement registers

City of Colton

Fund Number and Title Legend

Fund	Title
100	GENERAL FUND
150	TREASURERS ACCOUNT GROUP
206	COMMUNITY CHILD CARE
209	DSF FLY CONSERVATION
210	SPECIAL GAS TAX
211	LIBRARY GRANT FUND
212	STATE TRAFFIC RELIEF FUND
213	S.Y.E.T.P. GRANT
214	POLLUTION REDUCTION FUND
215	COMMUNITY DEV ACT FUND
216	CDBG HOUSING REHAB FUND
217	DRUG/GANG INTERVENTION
218	MEASURE I FUND
219	STATE AID - CAPITAL PROJECTS
220	ViTep
225	MISC GRANTS
240	HOST CITY FEES - CIP
247	Quimby In Lieu Fees
248	PARK DEVELOPMENT FUND
249	TRAFFIC IMPACT FUND
250	NEW FACILITIES DEVELOPMENT FEE
251	CIVIC CENTER DEVELOPMENT FEE
252	FIRE FACILITY DEVELOPMENT FEE
253	POLICE FACILITY DEVELOPMENT FEE
261	ASSET FORFEITURE
326	AD 94-1 DEBT SERVICE
332	1971 SEWER BONDS, A & C
350	PFA Debt Fund
357	POB-Non Enterprise
358	PENSION OBLIGATION DEBT SERVICE
359	CORP YARD DEBT SERVICE
363	1978-2 ASSESSMENT DIST.
364	WATER IMPRVMNT DIST A
379	AD 1979-1 DEBT SERVICE
427	AD 94-1 CONSTRUCTION
450	Capital Improvement Projects
451	Colton Crossing Fund
453	STREET IMPROVEMENTS PRGM
457	CAPITAL IMPROVEMENT
469	EQUIPMENT REPLACEMENT
520	ELECTRIC UTILITY
521	WATER UTILITY
522	WASTEWATER UTILITY
523	SOLID WASTE
524	CEMETERY
525	RECYCLING
526	PUBLIC BENEFIT FUND
527	WASTEWATER UTILITY - GRAND TERRACE
551	WATER DEVELOPMENT
552	SEWER DEVELOPMENT
560	CEMETARY ENDOWMENT CARE
605	Facility & Equipment Maintenance Fund
606	INFORMATION SERVICES FUND
607	INSURANCE FUND
608	AUTOMOTIVE SHOP
610	AUTOMOTIVE SHOPS

Fund	Title
701	LLMD #2
702	LLMD #1
703	CFD 87-1 DEBT SERVICE
704	CFD 87-1 CONSTRUCTION
707	CFD 88-1 DEBT SERVICE
708	CFD 88-1 CONSTRUCTION
709	DSF FLY CONSERVATION
722	STORM WATER
733	CFD 89-1 CONSTRUCTION
734	CFD 89-2 CONSTRUCTION
744	CFD 89-1 DEBT SERVICE
745	CFD 89-2 DEBT SERVICE
750	AQUA MANSA CFD
754	SB COUNTY HOSPITAL
762	TRUST AND AGENCY
766	DEFERRED COMPENSATION
781	CFD 90-1 DEBT SERVICE
782	CFD 90-1 CONSTRUCTION
850	Redevelopment Obligation Retirement Fund
851	Successor Agency Administration
855	Housing Auth - RM PARK DEVELOPMENT
856	Housing Auth - RANCHO MED BOND PROCEEDS
857	LMI Asset Fund
864	Housing Auth - LOW/MOD BOND PROCEEDS
865	Housing Auth - RANCHO MED CHFA
866	ECONOMIC DEVELOPMENT
867	Consolidation Proj_08-09
870	Housing Auth - RM PARK OPERATIONS
871	Successor Agcy-RANCHO/MILL PROJECT AREA
872	Successor Agcy-RANCHO/MILL DEBT SERVICE
873	Successor Agcy-RDA II PROJECT FUND
874	Housing Auth - LOW/MOD DEBT SERVICE
875	Housing Auth - LOW/MOD BOND PROCEEDS
876	Successor Agcy-SANTA ANA RIV BND PROCEED
877	Successor Agcy-SANTA ANA RIVER CIP
878	RDA FIXED ASSETS GROUP
879	Successor Agcy-WEST VALLEY CIP
881	Successor Agcy-MT VERNON BOND PROCEEDS
882	Successor Agcy-MT VERNON CIP
885	Successor Agcy-MT VERNON DEBT SERVICE
886	RDA ADMINISTRATION
887	COOLEY RANCH - now 894
888	MT VERNON - now 882
889	WEST VALLEY - now 879
890	Successor Agcy-RDA - LONG TERM DEBT GRP
891	Successor Agcy-RDA I DEBT SERVICE FUND
892	Successor Agcy-RDA I - CAPITAL PROJECTS
893	Successor Agcy-RDA II DEBT SERVICE FUND
894	Successor Agcy-COOLEY RANCH PROJECT
895	Successor Agcy-COOLEY RANCH DEBT SERV
896	SANTA ANA RIVER - now 877
897	Successor Agcy-SANTA ANA RIVER DEBT SVC
898	Housing Auth - LOW/MOD CAPITAL PROJECTS
899	Successor Agcy-WEST VALLEY PRJ - DBT SV
941	GENERAL LONG-TERM DEBT
958	GENERAL FIXED ASSETS
990	GASB 34

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	BM- 0437- 08/18		BM- V. TAMAYO ELECTRIC MATERIALS	
					521-8100-8110-3890-0000-000 GLOVES	521.40
			C. CARE- 4762- 0818		605-6150-6211-2301-0000-000 C. CARE- C. RYMER VINYL SELF-ADHESIVE PAPER	40.19
					206-7200-7203-2304-0000-000 LABELLING SUPPLIES	23.64
					206-7200-7203-2301-0000-000 USE TAX	70.72
					206-7200-7203-2301-0000-000 USE TAX	5.48
					762-2210-000 BLUE RHINO GAS EXCHANGE TANK	-5.48
					206-7200-7202-2301-0000-000 BUS LOGO	21.54
					206-7200-7202-2301-0000-000 LIGHT BULB FOR EXIT SIGN	1.08
			C. CLERK- 8601-08/18		206-7200-7203-2250-0000-000 C. CLERK- J. SHOOK INK FOR MAIL MACHINE	8.69
					100-6010-6010-2404-0000-000 REGIS. (NUTS & BOLTS TRAINING)	210.11
					100-6010-6010-2280-0000-000 CCAC MEMBERSHIP	200.00
			C/S - 4795- 08/18		100-6010-6010-2280-0000-000 C/S - N. MIHLD REGIS. CIS TRAINING (L. ESPINOZA)	170.00
					100-6040-6042-2280-0000-000 REGIS. CIS TRAINING (N. MIHLD)	927.90
			CM- 5350- 08/18		100-6040-6042-2280-0000-000 CM- D. MILLER FLORAL ARRANGEMENT (FUNERAL SV	927.90

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6000-6000-2300-0000-000 FLORAL ARRANGEMENT (FUNERAL SV	111.10
					100-6020-6020-2300-0000-000 REGIS. (ICSC CONF)	37.03
					100-6020-9050-2280-0000-000 ICSC MEMBERSHIP DUES	95.00
					100-6000-6000-2270-0000-000 REGIS. (ICSC CONF)	50.00
			COMM SVCS- 0989-08/1		100-6000-6000-2280-0000-100 COMM SVCS- K. PHELPS TEST KITS	95.00
					100-6200-6203-2301-0000-000 ITEMS FOR 50+ CLUB	24.01
					100-6200-6212-2301-0000-000 BABY CHANGING STATION	228.80
					100-6200-6212-2301-0000-000 USE TAX	145.00
					100-6200-6212-2301-0000-000 USE TAX	11.24
					762-2210-000 DIGITAL WALL MOUNT FAN	-11.24
					100-6200-6212-2301-0000-000 DECORATIONS FOR SR. DANCE	99.10
					100-6200-6212-2301-0000-000 THERMASTAT GUARD	37.71
					100-6200-6212-2301-0000-000 VACCUM BAGS	83.04
					605-6150-6211-2250-6217-000 USE TAX	10.46
					605-6150-6211-2250-6217-000 USE TAX	0.81
					762-2210-000 SUPPLIES FOR 50+ CLUB	-0.81
					100-6200-6212-2301-0000-000	36.98

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					USE TAX	
					100-6200-6212-2301-0000-000	2.87
					USE TAX	
					762-2210-000	-2.87
					AIRFARE	
					100-6200-6202-2280-0000-000	129.00
					SUPPLIES FOR GONZALES CENTER	
					100-6200-6217-2301-0000-000	110.98
			COMM SVCS- 8456-0818		COMM SVCS- N. VAN WINKLE	
					ADMISSION TO HANGAR TRAMPOLINE	
					100-6200-6218-2301-0000-000	214.00
					SUPPLIES FOR EVENTS	
					100-6200-6202-2301-0000-000	176.33
					TROPHY	
					100-6200-6202-2301-0000-000	70.62
					USE TAX	
					100-6200-6202-2301-0000-000	4.65
					USE TAX	
					762-2210-000	-4.65
					PARKING SIGN KIT	
					100-6200-6217-2301-0000-000	56.90
					TROPHIES	
					100-6200-6202-2301-0000-000	107.02
					USE TAX	
					100-6200-6202-2301-0000-000	6.61
					USE TAX	
					762-2210-000	-6.61
					FOOD FOR VOLUNTEEN RECOGNITIOI	
					100-6200-6218-2301-0000-000	48.60
					AIRFARE (NRPA CONF)	
					100-6200-6202-2280-0000-000	705.60
					LAPEL PINS	
					100-6200-6202-2301-0000-000	220.68
					USE TAX	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6200-6202-2301-0000-000 USE TAX	17.10
					762-2210-000 LAPEL PINS	-17.10
					100-6200-6202-2301-0000-000 USE TAX	275.12
					100-6200-6202-2301-0000-000 USE TAX	19.88
					762-2210-000 SUPPLIES FOR PAWS EVENT	-19.88
					100-6200-6214-2301-0000-000 USE TAX	33.80
					100-6200-6217-2301-0000-000 USE TAX	4.41
			COMM SVCS-8424- 0818		762-2210-000 COMM SVCS- D. LOPEZ LUNCH FOR SERVICE TRAINING	-4.41
					100-6200-6202-2280-0000-000 CITY PUBLICATION	146.56
			DEV SVCS-5865- 08/18		248-6200-6205-2350-0000-000 DEV SVCS- M. TOMICH SOFTWARE SUBSCRIPTION	270.90
					100-6300-6301-2315-0000-000 MEMBERSHIP (APA)	39.60
			ELEC- 3629- 08/18		100-6300-6301-2270-0000-000 ELEC- C. JIMENEZ PORTABLE EXTERNAL HARD DRIVE	648.00
					520-8000-8003-2301-0921-000 PORTABLE EXTERNAL HARD DRIVE	110.76
					520-8000-8004-2301-0921-000 AIRFARE (METER SCHOOL)	32.27
					520-8000-8003-2280-0930-200 CELL PHONE CASES	403.60
					520-8000-8004-2301-0921-000	118.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					LAPTOP TABLES	
					520-8000-8003-2301-0921-000	111.96
					AMAZON MEMBERSHIP	
					520-8000-8003-2301-0921-000	64.11
					AMAZON MEMBERSHIP	
					520-8000-8004-2301-0921-000	64.11
					RENTAL EQUIPMENT	
					520-8000-8003-2301-0921-000	865.46
					CELL PHONE CASE	
					520-8000-8004-2301-0921-000	27.25
					HARDWARE SUPPLIES	
					520-8000-8004-2301-0921-000	27.95
					LODGING (METER SCHOOL)	
					520-8000-8003-2280-0930-200	809.20
			ELEC- 4201- 08/18		ELEC- R. GALLEGOS	
					WATER SERVICES	
					520-8000-8009-2225-0548-000	222.82
			FIRE- 4196- 0818		FIRE- T. MCHARGUE	
					SUPPLIES FOR TRAINING	
					100-6090-6094-1160-0000-000	106.91
					FUEL DURING MONUMENT FIRE	
					100-6090-6091-2210-0000-000	362.47
					LODGING	
					100-6090-6091-2280-0000-000	100.85
					REPLACEMENT 10 PLY TIRES	
					100-6090-6091-2210-0000-000	821.25
			FIRE- 4548- 08/18		FIRE- CARGO DOOR LOCKS	
					CARGO DOOR LOCKS	
					100-6090-6094-2301-0000-000	295.54
					USE TAX	
					100-6090-6094-2301-0000-000	19.78
					USE TAX	
					762-2210-000	-19.78
			FIRE- 6381- 08/18		FIRE- K. VALENTIN	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					ACCOUNTABILITY TAGS	
					100-6090-6091-1180-0000-000 HELMET DECALS	72.73
					100-6090-6091-1180-0000-000 COOLERS FOR MT211 & MC403	71.65
					100-6090-6091-2301-0000-000 REAR TIRE FOR BC403	147.87
					100-6090-6091-2210-0000-000 WINDSHIELD WIPERS	231.13
					100-6090-6091-2210-0000-000 AIR FILTER & HATCH STRUTS	14.39
					100-6090-6091-2210-0000-000 WIPER BLADE	100.29
			FIRE- 9038- 08/18		100-6090-6091-2210-0000-000 FIRE- D. HARKER REGIS. CAL CHIEFS CONF.	18.33
					100-6090-6091-1160-0000-000 CHARGE REIMBURSED TO CITY	425.00
			HR- 0170- 08/18		100-6090-6091-2301-0000-000 HR- H. SAINZ LUNCH FOR RATERS	30.70
					100-6030-6030-2342-0000-000 LODGING (NEOGOV CONF.)	45.54
			I.S.- 8716- 08/18		100-6030-6030-2280-0000-000 I.S.- P. EVANS DVD RECORDER	197.28
					606-6040-6044-2301-0000-000 USE TAX	93.58
					606-6040-6044-2301-0000-000 USE TAX	7.25
					762-2210-000 IPAD CASE & BATTERY	-7.25
					606-6040-6044-2301-0000-000 USE TAX	42.88

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					606-6040-6044-2301-0000-000 USE TAX	2.24
					762-2210-000 AVAYA IP PHONES	-2.24
					526-8000-8035-2301-0921-000 AVAYA IP PHONES	297.61
					521-8100-8110-2300-0000-000 USE TAX	198.40
					526-8000-8035-2301-0921-000 USE TAX	21.62
					521-8100-8110-2300-0000-000 USE TAX	14.41
					762-2210-000 LABEL MAKER	-36.03
					606-6040-6044-2301-0000-000 LAPTOP COVERS	66.32
					606-6040-6044-2310-0000-000 LAPTOP SLEEVE	55.77
					606-6040-6044-2310-0000-000 CABLES & LABEL MAKER	18.83
					606-6040-6044-2310-0000-000 USE TAX	50.84
					606-6040-6044-2310-0000-000 USE TAX	0.85
					762-2210-000 SERVER INTERFACE MODULE	-0.85
					606-6040-6044-2301-0000-000 USE TAX	249.95
					606-6040-6044-2301-0000-000 USE TAX	19.37
					762-2210-000 PATCH CABLES	-19.37
					606-6040-6044-2315-0000-000 USE TAX	37.40

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					606-6040-6044-2315-0000-000 USE TAX	2.90
					762-2210-000 REGIS. FOR CIS TRAINING	-2.90
			LIB- 4859- 08/18		606-6040-6044-2280-0000-000 LIB- E. PEDROZA HARDWARE SUPPLIES	927.90
					100-6200-6250-2250-0000-000 PROGRAMMING SUPPLIES	159.33
					100-6200-6250-2301-0000-000 SUPPLIES FOR CHILDRENS PROGRAM	457.51
			PD- 0375- 08/18		100-6200-6250-2301-0000-000 PD- L. AVALOS TUITON (INTERPERSONAL SKILLS)	163.70
					100-6070-6071-1160-0000-000 CABLE SERVICE (K2C SUBSTATION)	159.00
					100-6070-6071-2301-0000-000 91 EXPRESS LANE TRANSPONDERS	154.97
					100-6070-6071-2210-0000-000 AIRFARE (CACEO SEMINAR)	30.00
					100-6070-6071-1160-0000-000 TUITION (ADVANCED THREAT)	605.88
					100-6070-6071-1160-0000-000 TUITION (DISPATCH ETHICS)	99.00
					100-6070-6071-1160-0000-000 TUITION (NOTARY RENEWAL)	99.00
			PD- 1502- 08/18		100-6070-6071-2270-0000-000 PD- R. MENDEZ FUEL FOR ANIMAL CONTROL TRUCK	474.26
			PD- 1945- 08/18		100-6070-6071-2210-0000-000 PD- R. CARNELL CNG FUEL	70.47
			PD- 3734- 08/18		100-6070-6071-2210-0000-000 PD- T. HEARD	116.30

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					CNG FUEL	
			PD- 5050- 08/18		100-6070-6071-2210-0000-000 PD- A. BETANCUR CRIME SITE CLEAN-UP	145.77
					100-6070-6071-2350-0000-000 POSTAGE	245.00
					100-6070-6071-2300-0000-000 DINNER DURING HOMICIDE	18.80
					100-6070-6071-2280-0000-000 GENERATOR RENTAL	60.28
					100-6070-6071-2301-0000-000 THUMB DRIVES (DETECTIVES)	109.88
					100-6070-6071-2300-0000-000 LASER CERTIFICATION	248.12
					100-6070-6071-2240-0000-000 HEADSETS FOR DISPATCH	608.34
					100-6070-6071-2310-0000-000 INSTALL SCANNER IN UNITS	614.00
					100-6070-6071-2210-0000-000 SHARPS DISPOSAL	203.88
					100-6070-6071-2350-0000-000 DECALS FOR UNITS	72.19
					100-6070-6071-2210-0000-000 USE TAX	55.00
					100-6070-6071-2210-0000-000 USE TAX	4.26
					762-2210-000 POWER SWITCHES	-4.26
					100-6070-6071-2300-0000-000 MAGNETIC SIGNS	21.05
					100-6070-6071-2210-0000-000 LOCKER PLATES	128.26
					100-6070-6071-2301-0000-000 UNIFORMS	218.13

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			PD- 5499- 08/18		100-6070-6071-1170-0000-000 PD- M. CHAVEZ CNG FUEL	80.73
			PD- 9500- 08/18		100-6070-6071-2210-0000-000 PD- J. JOLLIFF UNIFORM (ALVAREZ)	83.16
					100-6070-6071-1170-0000-000 UNIFORM (LUNA)	1,000.72
					100-6070-6071-1170-0000-000 PATROL OFFICE KIT	1,000.72
					100-6070-6071-1180-0000-000 VIDEO CONVERSION SOFTWARE	331.85
			ST- 7740- 08/18		100-6070-6071-2315-0000-000 ST- R. ARABELO PAINT SUPPLIES	104.90
			ST- 9541- 08/18		210-6150-6160-2210-0000-000 ST- A. PAGDILAO LUMBER FOR BRIDGE	17.40
					210-6150-6160-2301-0000-000 CNG FUEL	1,269.82
					210-6150-6160-2210-0000-000 AIRLESS SPRAYER REBUILD	23.68
			W- 4266- 08/18		210-6150-6160-2301-0000-000 W- G. BARAJAS QC SAMPLING SUPPLIES	197.89
			W- 7705- 08/18		521-8100-8101-2301-0000-000 W- M. ARREDONDO PUMP STATIONS POST DIGGER	80.75
					522-8200-8200-2256-0000-000 VENTS FOR PANELS	32.37
					522-8200-8200-2256-0000-000 PLASTIC TANK SURGE	42.84
					608-6150-8700-2210-8200-000 SUPPLIES FOR WELL	226.38

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641100	9/25/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					521-8100-8101-2411-0000-000 PUMP STATION SIGN	25.52
			W- 8031- 08/18		522-8200-8200-2256-0000-000 W- J. SUTORUS FENCE SUPPLIES (DOG PARK)	22.63
					248-1916-6150-3890-0000-000 REGIS. (WATER CONSERVATION CONF	913.94
					521-8100-8110-2280-0000-000 FENCE SUPPLIES (DOG PARK)	470.00
					248-1916-6150-3890-0000-000 LODGING (WATER CONSERVATION CO	142.01
					521-8100-8110-2280-0000-000 OFFICE SUPPLIES	101.70
					520-8000-8005-2300-0930-200 REGIS. (APPA CONF) (A. ROGERS)	13.68
					520-8000-8005-2280-0930-200 REGIS. (APPA CONF) (M. GARCIA)	745.00
					520-8000-8005-2280-0930-200 ROCK SAMPLES	745.00
					521-8100-8110-2301-0000-000 USE TAX	28.00
					521-8100-8110-2301-0000-000 USE TAX	2.17
					762-2210-000 REGIS. (APPA CONF) (J. SUTORUS)	-2.17
					520-8000-8005-2280-0930-200 MARKETING SUPPLIES	745.00
					521-8100-8110-2341-0000-000 MARKETING SUPPLIES	63.44
					520-8000-8005-2341-0930-200 LODGING (APPA CONF)	511.08
					520-8000-8005-2280-0930-200	722.25
					Total :	**30,449.92**

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1	Vouchers for bank code :	boa				
					Bank total :	30,449.92
1	Vouchers in this report					
					Total vouchers :	30,449.92

Stacey Dabbs
Finance Director

Aurelio De La Torre
City Treasurer

Voucher List

City of Colton

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
174037	10/09/2018	061473 JAMES T. DUFFY			CLAIM #1985283	09/13/2018	46,704.20	46,704.20
174038	10/09/2018	094023 CLIFFORD MOSS LLC			1352	10/01/2018	8,300.00	8,300.00
174039	10/09/2018	093847 WHITE NELSON DIEHL EVANS			183378	06/30/2018	8,500.00	8,500.00
174040	10/09/2018	093847 WHITE NELSON DIEHL EVANS			184750	08/31/2018	4,500.00	4,500.00
174041	10/11/2018	000788 A T & T			2657552738	09/19/2018	451.73	451.73
174042	10/11/2018	093989 ANIXTER POWER SOLUTIONS			3963130-00	09/12/2018	652.97	
					3963130-01	09/19/2018	301.70	954.67
174043	10/11/2018	041214 AQUA-BEN			37891	09/11/2018	3,320.86	3,320.86
174044	10/11/2018	046028 AT & T			9391055262-0918	09/22/2018	1,199.65	
					9391055033-0918	09/20/2018	39.58	
					9391054976-0918	10/09/2018	39.54	
					9391054939-0918	09/13/2018	20.59	
					9391054773-09/18	09/01/2018	19.44	1,318.80
174045	10/11/2018	092211 AT & T SOLUTIONS			1626263400	09/23/2018	199.32	
					1630363400	09/23/2018	148.00	347.32
174046	10/11/2018	061353 AT&T			289482	09/11/2018	425.00	
					287916	08/27/2018	70.00	
					288483	09/04/2018	70.00	565.00
174047	10/11/2018	094155 AT&T			157516614- 0918	09/19/2018	110.13	110.13
174048	10/11/2018	093447 AVAYA INC.			2734090710	09/24/2018	2,452.28	2,452.28
174049	10/11/2018	045854 ARMANDO BECERRA			BOOT ALLOWANCE 2018	10/11/2018	215.99	215.99
174050	10/11/2018	092968 BLAIS & ASSOCIATES			08-2018-CL1	09/15/2018	1,418.28	1,418.28
174051	10/11/2018	094274 BORDEN EXCAVATING, INC.			18-01-2	10/08/2018	826,946.50	826,946.50
174052	10/11/2018	003165 CANON FINANCIAL SERVICES	V	10/11/2018			0.00	0.00
174053	10/11/2018	003165 CANON FINANCIAL SERVICES			19189251	09/12/2018	2,821.24	

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
174054	10/11/2018	093964 CARQUEST OF COLTON			19189251-2	09/12/2018	903.15	3,724.39
					14921-82721	09/26/2018	1,100.67	1,100.67
174055	10/11/2018	093761 CERTIFIED LABORATORIES D			3253381	08/30/2018	684.94	684.94
174056	10/11/2018	001005 CITY OF COLTON			CK#316424-316531	10/11/2018	41,937.86	41,937.86
174057	10/11/2018	033508 CITY OF SAN BERNARDINO			121-93224-0918	09/13/2018	950.34	
					229-228-0918	09/13/2018	337.15	1,287.49
174058	10/11/2018	061499 MARILETH CORIA			REBATE- A/C REPLACE	10/09/2018	1,400.00	1,400.00
174059	10/11/2018	061494 JENNIFER CORNETT			REBATE- WINDOW	10/09/2018	201.29	
					REBATE- FRIDGE	09/11/2018	150.00	351.29
174060	10/11/2018	032356 CSULB FOUNDATION			10/22-11/02/18	10/11/2018	724.00	724.00
174061	10/11/2018	094173 DAVE'S REFRIGERATION SEF			44755	08/07/2018	275.00	275.00
174062	10/11/2018	043438 DELL COMPUTER CORPORAT			10268363050	09/23/2018	434.43	434.43
174063	10/11/2018	094066 DIVERSIFIED DATA PROCESS			0124994	10/01/2018	5,000.00	5,000.00
174064	10/11/2018	059984 DEBBIE DOMINGUEZ			REBATE- BOX FAN	10/09/2018	30.00	30.00
174065	10/11/2018	094084 DRY CREEK ENTERPRISES, I			49713	09/21/2018	1,068.00	1,068.00
174066	10/11/2018	033495 ELECTRONICS WAREHOUSE			T-186131	10/01/2018	16.26	16.26
174067	10/11/2018	060835 BLANCA FERNANDEZ			REBATE- ROOM A/C	10/09/2018	100.00	100.00
174068	10/11/2018	093928 FLYERS ENERGY, LLC			18-772611	09/25/2018	17,291.37	17,291.37
174069	10/11/2018	092108 G & G ENVIRONMENTAL			COC-0818	09/04/2018	13,455.14	13,455.14
174070	10/11/2018	000230 GAS COMPANY			120-321-4800-4-0918	09/05/2018	18.51	18.51
174071	10/11/2018	000157 GENUINE AUTO PARTS			226696	09/26/2018	349.66	
					226718	09/26/2018	306.57	
					227144	10/01/2018	131.56	
					226719	09/26/2018	17.23	
					226717	09/26/2018	-43.09	761.93

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
174072	10/11/2018	057921 DANIEL GONZALES			REBATE- HOUSE FAN	10/09/2018	150.00	150.00
174073	10/11/2018	000159 GRAINGER, INC			9896596344	09/05/2018	1,236.17	
					9887938620	08/27/2018	265.03	
					9887938638	08/27/2018	150.64	
					9905098126	09/13/2018	135.89	
					9889544475	08/28/2018	75.33	
					9895586783	09/04/2018	51.60	
					9903047521	09/12/2018	-32.84	
					9903047513	09/12/2018	-1,236.17	
174074	10/11/2018	092270 HAAKER EQUIPMENT COMPA			C44698	08/20/2018	721.93	645.65
					C44565	08/28/2018	702.38	
					C45243	08/29/2018	82.13	
174075	10/11/2018	061501 JOAQUIN HERNANDEZ			1974537	09/26/2018	222.48	1,506.44
174076	10/11/2018	025906 HOME DEPOT			9016839	09/26/2018	980.37	222.48
					9591465	09/26/2018	373.58	
					6973154	08/20/2018	13.12	
					9120216	09/26/2018	-196.07	
174077	10/11/2018	025906 HOME DEPOT			4050444	10/01/2018	253.38	1,171.00
174078	10/11/2018	000164 HUB CONST SPECIALTIES, IN			49614-0	08/15/2018	158.38	253.38
					56350-0	08/30/2018	56.70	
174079	10/11/2018	061490 GERARDO IBARRA			REBATE- WASHER	10/09/2018	75.00	215.08
174080	10/11/2018	019129 IE ALARM SYSTEMS			204485	09/01/2018	60.00	75.00
174081	10/11/2018	000276 INLAND WATER WORKS SUPI			S1014292.001	07/24/2018	1,487.80	60.00
					S1014708.001	09/05/2018	869.40	
					S1014414.001	07/19/2018	685.80	
					S1014759.001	08/07/2018	501.12	
					S1015769.001	09/05/2018	369.36	
					S1016063.001	09/13/2018	237.60	
					S1015971.001	09/11/2018	183.08	

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
					S1014708.002	09/24/2018	178.20	
					S1015453.001	08/27/2018	164.70	
					S1016065.001	09/13/2018	136.08	
					S1016564.001	09/27/2018	106.38	4,919.52
174082	10/11/2018	094167 JETPAY CORPORATION			386	08/31/2018	18,019.31	
					2020473	07/31/2018	15,929.54	33,948.85
174083	10/11/2018	094177 JUSTICE CUTS INC.			37850	09/20/2018	2,600.00	2,600.00
174084	10/11/2018	092166 K H METALS AND SUPPLY			0450035-IN	09/25/2018	832.51	
					0449646-IN	09/21/2018	71.99	904.50
174085	10/11/2018	046215 KUSTOM IMPRINTS			28690	09/17/2018	296.55	296.55
174086	10/11/2018	023087 LAKESHORE LIFESKILLS			4187680918	09/14/2018	661.62	
					4067060918	09/11/2018	24.38	686.00
174087	10/11/2018	093056 LAWSON PRODUCTS			9306076269	08/27/2018	1,045.91	
					9306083206	08/29/2018	302.71	1,348.62
174088	10/11/2018	094094 LEE & RO			1162/13	09/05/2018	30,696.35	30,696.35
174089	10/11/2018	041927 LOU'S TIRE SERVICE			86399	08/23/2018	663.97	
					86485	09/05/2018	579.03	1,243.00
174090	10/11/2018	061496 ROLINDA LUEVANO			REBATE- A/C REPLACE	10/09/2018	600.00	600.00
174091	10/11/2018	041081 MISSION LINEN SUPPLY & UN			508322668	09/27/2018	221.00	
					508124047	08/30/2018	221.00	
					508172753	09/06/2018	219.78	
					508266837	09/20/2018	218.48	
					508078129	08/23/2018	217.75	
					508228311	09/13/2018	214.50	
					508303976	09/25/2018	195.50	
					508058984	08/21/2018	194.71	
					508244278	09/18/2018	194.31	
					508150035	09/04/2018	193.93	
					508207342	09/11/2018	193.54	

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
					508103701	08/28/2018	193.54	
					508303971	10/09/2018	48.29	
					508294011	09/24/2018	46.61	
					508303972	09/25/2018	34.68	
					508150029	10/09/2018	33.64	
					508207336	09/11/2018	33.64	
					508244272	09/18/2018	33.64	
					508303970	09/25/2018	33.64	
					508294014	09/24/2018	32.59	2,774.77
174092	10/11/2018	094164 MOTION PICTURE LICENSING			504162336	07/17/2018	1,721.18	1,721.18
174093	10/11/2018	061498 NORMA NORIEGA			REBATE- A/C REPLACE	10/09/2018	600.00	
					REBATE- ATTIC FAN	10/09/2018	200.00	800.00
174094	10/11/2018	045033 OFFICE DEPOT			207073766001	09/25/2018	562.97	
					203590377001	09/14/2018	144.15	
					183820577001	08/14/2018	114.97	
					209915609001	09/26/2018	67.66	
					203291654001	09/13/2018	58.48	
					122529801001	04/04/2018	55.34	
					209148706001	09/25/2018	46.30	
					199701456001	09/10/2018	40.93	
					183824127001	08/14/2018	20.88	
					199700972001	09/07/2018	17.33	
					209151562001	09/25/2018	15.07	
					199701455001	09/07/2018	10.76	1,154.84
174095	10/11/2018	060803 SANDRA OLGUIN GONZALEZ			REBATE- WINDOW A/C	10/09/2018	100.00	100.00
174096	10/11/2018	061495 HECTOR ORDORICA			REBATE- BOX FAN	10/09/2018	30.00	30.00
174097	10/11/2018	093896 PRISTINE UNIFORMS			6358	08/20/2018	248.86	
					6431	09/20/2018	238.08	486.94
174098	10/11/2018	014316 PRUDENTIAL OVERALL SUPP			22682648	10/01/2018	236.45	
					22682649	10/01/2018	154.15	
					22682654	10/01/2018	72.80	463.40

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
174099	10/11/2018	060891 SAUL RIOS			REBATE- DISHWASHER	10/09/2018	75.00	
					REBATE- A/C TUNE UP	10/09/2018	60.00	135.00
174100	10/11/2018	045861 RIVERSIDE COUNTY SHERIFI			10/15-10/26/18	10/11/2018	2,088.00	2,088.00
174101	10/11/2018	092322 SAM'S CLUB DIRECT			CHARGES- 09/18	09/20/2018	680.39	680.39
174102	10/11/2018	092322 SAM'S CLUB DIRECT			CHARGES- 09/18-2	09/20/2018	607.92	607.92
174103	10/11/2018	061503 MICHAEL SANDOVAL			10/22-11/02/18	10/11/2018	570.00	570.00
174104	10/11/2018	048000 DAVID SANTOS			10/16-10/19/18	10/11/2018	182.00	182.00
174105	10/11/2018	000224 SMART AND FINAL IRIS CO			46479	10/02/2018	118.32	
					49269	10/09/2018	58.73	177.05
174106	10/11/2018	034686 BILL SMITH			09/23-09/28/18	10/11/2018	310.72	310.72
174107	10/11/2018	061505 KYLE SMITH			10/21-10/26/18	10/11/2018	285.00	285.00
174108	10/11/2018	093784 SO CAL INDUSTRIES			345263	09/12/2018	280.15	280.15
174109	10/11/2018	092670 SO CAL LOCKSMITH			41666	09/24/2018	89.70	
					41651	09/20/2018	59.26	
					41695	09/26/2018	11.31	160.27
174110	10/11/2018	025294 SOUTH COAST AIR QUALITY			3336258	09/04/2018	406.79	406.79
174111	10/11/2018	061275 SPRINT			LCI-302098	08/24/2018	150.00	150.00
174112	10/11/2018	000234 SQUIRES LUMBER COMPANY			2189	09/24/2018	68.93	
					2165	09/19/2018	40.98	
					2162	09/19/2018	24.57	
					2251	10/01/2018	12.38	
					2139	09/17/2018	6.45	
					2174	09/20/2018	0.99	154.30
174113	10/11/2018	002964 THE COUNSELING TEAM			70419	09/18/2018	1,260.00	
					70514	09/20/2018	250.00	1,510.00
174114	10/11/2018	061493 RONNIE TUCCI	V	10/16/2018	REBATE- INSULATION	10/09/2018	480.00	480.00

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
174115	10/11/2018	061504 MARK TUCKER			10/21-10/26/18	10/11/2018	285.00	285.00
174116	10/11/2018	035315 USA BLUE BOOK			663870	08/23/2018	951.96	951.96
174117	10/11/2018	093999 VERIZON BUSINESS SOLUTIC			70928212	09/20/2018	1,038.34	1,038.34
174118	10/11/2018	093406 VERIZON WIRELESS			9814899250	09/18/2018	1,283.67	
					9814899244	09/18/2018	638.31	
					9814899248	09/18/2018	404.39	
					9814899249	09/18/2018	336.43	
					9814899260	09/18/2018	213.39	
					9814899258	09/18/2018	169.98	
					9814899262	09/18/2018	137.39	
174119	10/11/2018	003171 WEST VALLEY WATER DISTRI			25495-25322-10/18	10/01/2018	361.73	3,183.56
					23577-23504-10/18	10/01/2018	175.03	
					25875-25680-10/18	10/01/2018	126.21	
					24843-24702-1018	10/01/2018	70.02	
					25241-25078-1018	10/01/2018	70.02	
					26529-26320-1018	10/01/2018	70.02	
					25493-25320-1018	10/01/2018	64.11	
					24015-23926-1018	10/01/2018	55.87	
					26061-25862-1018	10/01/2018	25.05	
174120	10/11/2018	045690 WIRZ & COMPANY PRINTING			100979	09/21/2018	767.18	1,018.06
					100908	09/18/2018	145.46	
					100906	09/18/2018	103.44	
174121	10/11/2018	061502 DULCE ZAZUETA			1979466	09/24/2018	1,536.46	1,016.08
								1,536.46
							boa Total:	1,102,047.64

85 checks in this report

Total Checks: 1,102,047.64

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Stacey Dabbs
Finance Director

Aurelio De La Torre
City Treasurer

Bank: boa
Account: 14313D82352

Orig check	Date	Voided	Check amt	EFT	Paid to	Repl check	Date	Reason
170087	4/5/2018	10/16/2018	106.37	No	JONATHON JACKSON	174123	10/16/2018	Stale Check
171304	5/31/2018	10/16/2018	763.04	No	GALLS, LLC	174122	10/16/2018	Lost in Mail
		Bank total:	869.41					
		Checks total:	**869.41**					

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174124	10/18/2018	093748 AG PRO'S WEED & PEST CONTROL	6647		W- WEED ABATEMENT	
				019202	521-8100-8101-2350-0000-000	1,045.00
					Total :	**1,045.00**
174125	10/18/2018	013884 AGUA MANSA LANDFILL	10264-08/18		ST- LANDFILL SERVICES	
				054408	210-6150-6160-2301-0000-000	120.00
					Total :	**120.00**
174126	10/18/2018	092700 AIR & HOSE SOURCE INC.	328817		WW- HOSES & FITTINGS	
				018888	522-8200-8200-2255-0000-000	63.57
			329153		WW- HOSES & FITTINGS	
				018888	522-8200-8200-2255-0000-000	24.24
					Total :	**87.81**
174127	10/18/2018	000289 AIRGAS USA, LLC	9079881874		WW- OXYGEN & WELDING SUPPLIES	
				018889	522-8200-8200-2255-0000-000	68.15
					Total :	**68.15**
174128	10/18/2018	060326 ALDEEN, BRIANA	SEPT 18- MILEAGE		C. CARE- MILEAGE REIMBURSEMENT	
					206-7200-7203-2280-0000-000	14.93
					Total :	**14.93**
174129	10/18/2018	092644 ANDERSON, DEBORAH	SEPT 18		COMM SVC- CONTRACT INSTRUCTOR	
				018864	100-6200-6216-2350-0000-000	462.00
					Total :	**462.00**
174130	10/18/2018	093989 ANIXTER POWER SOLUTIONS INC.	4018311-00		ELEC INV- WOOD POLES	
				019309	520-1500-154	2,816.40
					520-1500-154	218.27
					Total :	**3,034.67**
174131	10/18/2018	029476 APARICIO, GENEVIEVE	SEPT 18		COMM SVC- CONTRACT INSTRUCTOR	
				018867	100-6200-6216-2350-0000-000	117.65
					Total :	**117.65**
174132	10/18/2018	cbc2762 AROS, JONATHAN	00300445-0910		CLOSING BILLING CREDIT	
					520-2450-232	134.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174132	10/18/2018	cbc2762 cbc2762 AROS, JONATHAN	(Continued)		**Total :**	**134.40**
174133	10/18/2018	046028 AT & T	9391054752-0918		COMM SVCS- TELEPHONE SERVICES	
				054407	100-6200-6250-2310-0000-000	99.74
			9391054787-0918		PD- TELEPHONE SERVICES	
				054407	100-6070-6071-2310-0000-000	505.64
			9391054803-0918		COMM SVCS- TELEPHONE SERVICES	
				054407	100-6200-6250-2310-0000-000	41.67
			9391054979-0918		C. CARE-- TELEPHONE SERVICES	
				054407	206-7200-7202-2310-0000-000	20.59
			9391055005-0918		PD- TELEPHONE SERVICES	
				054407	100-6070-6071-2310-0000-000	30.88
			9391055022-0918		COMM SVCS- TELEPHONE SERVICES	
				054407	100-6200-6250-2310-0000-000	20.59
			9391055028-0918		PD- TELEPHONE SERVICES	
				054407	100-6070-6071-2310-0000-000	18.94
			9391055036-0918		I.S.- TELEPHONE SERVICES	
				054407	606-6040-6044-2310-0000-000	18.94
			9391055038-0918		C. CARE- TELEPHONE SERVICES	
				054407	206-7200-7202-2310-0000-000	10.29
				054407	206-7200-7203-2310-0000-000	10.30
			9391055165-0918		C. CARE- TELEPHONE SERVICES	
				054407	206-7200-7202-2310-0000-000	228.68
			9391055175-0918		COMM SVCS- TELEPHONE SERVICES	
				054407	100-6200-6250-2310-0000-000	20.59
			9391055264-0918		I.S.- TELEPHONE SERVICES	
				054407	606-6040-6044-2310-0000-000	20.59
			9391055462-0918		PD- TELEPHONE SERVICES	
				054407	100-6070-6071-2310-0000-000	229.09
					Total :	**1,276.53**
174134	10/18/2018	094155 AT&T	157516615-0918		C. CARE- INTERNET SERVICE	
				018944	206-7200-7202-2310-0000-000	65.06
				018944	206-7200-7203-2310-0000-000	65.07
					Total :	**130.13**
174135	10/18/2018	094155 AT&T	157681418- 09/18		LIB- INTERNET SERVICE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174135	10/18/2018	094155 AT&T	(Continued)			
					100-6200-6250-2310-0000-000	110.13
			256878071		COMM SVCS- INTERNET SERVICE	
					100-6200-6200-2310-0000-000	84.25
					Total :	**194.38**
174136	10/18/2018	094009 BARRERA, JOSE A.	SEPT 2018		COMM SVC- CONTRACT INSTRUCTOR	
				018871	100-6200-6216-2350-0000-000	261.80
					Total :	**261.80**
174137	10/18/2018	094149 BATTERY WORX	90371		INV- AUTO MOTIVE BATTERIES	
				019304	100-1510-000	725.44
					100-1510-000	64.22
			90835		INV- AUTOMOTIVE BATTERIES	
				019367	100-1510-000	552.88
					100-1510-000	48.85
					Total :	**1,391.39**
174138	10/18/2018	092784 BAUER COMPRESSORS	213565		FIRE- BREATHING APPARATUS EQUIPMENT	
				019385	225-6090-6091-4930-0000-016	30,429.92
					225-6090-6091-4930-0000-016	2,358.32
					Total :	**32,788.24**
174139	10/18/2018	061274 BENITEZ, MICHELLE	11/02-11/03/18		C. CARE- PER DIEM (CQEL CONF)	
					206-7200-7203-2280-0000-000	74.00
					Total :	**74.00**
174140	10/18/2018	001527 BEST BEST & KRIEGER	831597		RISK- CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	13,114.34
			831598		RISK- CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	4,224.01
			831600		RISK- CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	173.20
			831603		RISK- CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	2,665.30
			831604		RISK- CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	1,908.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174140	10/18/2018	001527 001527 BEST BEST & KRIEGER	(Continued)		Total :	22,085.05
174141	10/18/2018	033590 BIO-TOX LABORATORIES	36349		PD- LAB ANALYSIS	
				019203	100-6070-6071-2350-0000-000	570.00
					Total :	570.00
174142	10/18/2018	092968 BLAIS & ASSOCIATES	08-2018-CL2		CM- GRANT WRITING SERVICES	
				019037	100-6150-6151-2350-0000-000	52.50
					Total :	52.50
174143	10/18/2018	094247 BMW MOTORCYCLES OF RIVERSIDE	6019710/1		PD- REPAIR PARTS	
				019341	100-6070-6071-2210-0000-000	543.94
					Total :	543.94
174144	10/18/2018	050008 BOGGS, JONATHAN	TUIT REIM 18/19		TUITION REIMBURSEMENT	
					100-6090-6091-1160-0000-000	1,754.00
					Total :	1,754.00
174145	10/18/2018	061266 BRAVO, LOUIS	REBATE- MULCH		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	150.00
					Total :	150.00
174146	10/18/2018	cbc2757 CASTRO-PINCHEM, JACQUELINE	00800380-0906		CLOSING BILLING CREDIT	
					520-2450-232	22.29
					Total :	22.29
174147	10/18/2018	093326 COGGS STUCKEY, HARRIETTE	SEPT 18		COMM SVC- CONTRACT INSTRUCTOR	
				018859	100-6200-6216-2350-0000-000	274.40
					Total :	274.40
174148	10/18/2018	094144 COMMERICAL AQUATIC SERVICES	I18-4543		COMM SVCS- POOL MAINTENANCE	
				019166	100-6200-6203-2350-0000-000	2,710.00
					Total :	2,710.00
174149	10/18/2018	000136 CONSOLIDATED ELECT DIST	6903-405208		ELEC INV- PIPING SUPPLIES	
				019278	520-1500-154	117.72
					520-1500-154	9.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174149	10/18/2018	000136 000136 CONSOLIDATED ELECT DIST	(Continued)			
					Total :	**126.84**
174150	10/18/2018	046366 CORONA, MANUEL A.	SEPT 18		COMM SVC- CONTRACT INSTRUCTOR	
				018869	100-6200-6216-2350-0000-000	877.80
					Total :	**877.80**
174151	10/18/2018	022608 COX, DVM, KENNETH R	09/11/18		C/S- DOGS VACCINATED	
					100-5401-000	20.00
			09/25/18		C/S- DOGS VACCINATED	
					100-5401-000	90.00
					Total :	**110.00**
174152	10/18/2018	061085 CR & R, INC	JULY 18		REFUSE COLLECTION SERVICES	
					523-6150-6163-2350-0000-000	230,233.99
					523-6717-000	50,629.53
					100-5307-000	-99,945.59
					100-6805-000	-10,000.00
					Total :	**170,917.93**
174153	10/18/2018	cbc2761 CUEVAS, JOHNNY	00180690-0910		CLOSING BILLING CREDIT	
					520-2450-232	7.43
					Total :	**7.43**
174154	10/18/2018	000139 CULLIGAN WATER CONDITION	633026		WW- SOFTENER SUPPLIES	
				018891	522-8200-8200-2301-0000-000	46.40
					Total :	**46.40**
174155	10/18/2018	092722 D & B AUTOMOBILE REPAIR	03625		AUTOMOBILE REPAIRS	
				054416	608-6150-8700-2210-6071-000	49.50
			03636		AUTOMOBILE REPAIRS	
				054416	608-6150-8700-2210-6071-000	49.50
					Total :	**99.00**
174156	10/18/2018	003952 DAILY JOURNAL CORP	B3173395		C. CLERK- LEGAL PUBLICATIONS	
					100-6010-6010-2340-0000-000	64.75
					Total :	**64.75**
174157	10/18/2018	002720 DANIELS TIRE SERVICE	230115504		INV- TIRES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
174157	10/18/2018	002720 DANIELS TIRE SERVICE	(Continued)				
				019325	100-1510-000		2,242.77
					100-1510-000		207.07
						Total :	**2,449.84**
174158	10/18/2018	001897 DAN'S LAWNMOWER	165106		W- LAWN & GARDEN SUPPLIES		
				054417	521-8100-8101-2301-0000-000		55.32
						Total :	**55.32**
174159	10/18/2018	043438 DELL COMPUTER CORPORATION	10270193935		C/S- COMPUTER SUPPLIES		
				054418	100-6040-6042-2300-0000-000		164.85
						Total :	**164.85**
174160	10/18/2018	094089 DENNIS GRUBB & ASSOC.	1858		FIRE- PLAN CHECK SERVICES		
				019289	100-6090-6092-2350-0000-000		2,225.00
						Total :	**2,225.00**
174161	10/18/2018	000446 DEPT OF CONSERVATION	FY Q1-19		SMIP FEES COLLECTED		
					762-2220-000		1,204.19
					762-2225-000		-60.21
						Total :	**1,143.98**
174162	10/18/2018	000149 DUNN-EDWARDS CORP	2018335969		W- PAINT SUPPLIES		
				054419	521-8100-8101-2411-0000-000		516.59
			2018336286		W- PAINT SUPPLIES		
				054419	521-8100-8101-2411-0000-000		29.68
			2018336606		W- PAINT SUPPLIES		
				054419	521-8100-8101-2411-0000-000		10.13
			2018336653		W- PAINT SUPPLIES		
				054419	521-8100-8101-2411-0000-000		202.79
						Total :	**759.19**
174163	10/18/2018	cbc2755 EDDIE'S TIRES	02002476-0905		CLOSING BILLING CREDIT		
					520-2450-232		150.58
						Total :	**150.58**
174164	10/18/2018	002587 EDWARD BABCOCK & SONS INC	B180078-0987		WW- LABORATORY SAMPLING		
				018901	522-8200-8200-2350-0000-000		55.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174164	10/18/2018	002587 EDWARD BABCOCK & SONS INC	(Continued)			
			B180202-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B180341-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B180502-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B180706-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B180791-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B180793-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B180797-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B180951-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	119.00
			B181120-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B181126-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	20.00
			B181291-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B181476-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	20.00
			B181581-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B181643-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B181644-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B181645-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B181689-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	112.00
			B181792-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	174.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174164	10/18/2018	002587 EDWARD BABCOCK & SONS INC	(Continued)			
			B181938-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B182033-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B182303-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			B182304-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			BH83075-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	91.00
			BH83152-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	154.00
					Total :	**1,952.00**
174165	10/18/2018	033495 ELECTRONICS WAREHOUSE	T-186218		ELEC- ELECTRICAL SUPPLIES	
				054420	520-8000-8003-2301-0921-000	17.61
					Total :	**17.61**
174166	10/18/2018	015957 FAIRVIEW FORD SALES, INC	530986		AUTOMOTIVE PARTS	
				054421	608-6150-8700-2210-6160-000	39.46
			535610		AUTOMOTIVE PARTS	
				054421	608-6150-8700-2210-6071-000	138.05
					Total :	**177.51**
174167	10/18/2018	cbc2758 FAMILY ASSISTANCE PROGRAM	00260765-0906		CLOSING BILLING CREDIT	
					520-2450-232	40.52
					Total :	**40.52**
174168	10/18/2018	cbc2763 FARRAR, DONNELL	00780310-0910		CLOSING BILLING CREDIT	
					520-2450-232	194.35
					Total :	**194.35**
174169	10/18/2018	cbc2767 FAUBION, LEAHLINN	00580230-0913		CLOSING BILLING CREDIT	
					520-2450-232	64.51
					Total :	**64.51**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174170	10/18/2018	061515 FAWCETT FAMILY TRUST	REFUND BALANCE		CLOSURE OF ACCOUNT & REFUND	
					762-2330-000	5,395.41
					Total :	**5,395.41**
174171	10/18/2018	013964 FEDERAL EXPRESS CORPORATION	6-307-93873		EXPRESS MAILING	
					521-8300-8300-2300-0000-000	29.05
					Total :	**29.05**
174172	10/18/2018	019353 FLO-SYSTEMS, INC	F17069-18N155		WW- PUMP FOR PUMP STATION	
				018744	522-8200-8200-2256-0000-000	8,463.00
					522-8200-8200-2256-0000-000	655.88
					Total :	**9,118.88**
174173	10/18/2018	093928 FLYERS ENERGY, LLC	18-766187		WW- FUEL	
				054423	522-8200-8200-2210-0000-000	2,661.06
			18-777559		FIRE- FUEL	
				054423	100-6090-6091-2210-0000-000	800.05
			18-778754		FIRE- FUEL	
				054423	100-6090-6091-2210-0000-000	5,178.14
					Total :	**8,639.25**
174174	10/18/2018	094050 FRONTIER COMMUNICATIONS	3810369-0918		ELEC- TELEPHONE MODEM CHARGES	
				019153	520-8000-8024-2310-0930-200	60.65
			8845048-0918		ELEC- TELEPHONE MODEM CHARGES	
				019153	520-8000-8024-2310-0930-200	51.62
					Total :	**112.27**
174175	10/18/2018	093573 GARDA CL WEST, INC.	10430747		C. TREASURER- CASH TRANSPORT SERVICE	
				018895	100-6060-6060-2350-0000-000	533.66
					Total :	**533.66**
174176	10/18/2018	000230 GAS COMPANY	034-221-7500-4-1018		BM- GAS SERVICES	
				054426	605-6150-6211-2320-0000-000	68.64
			036-321-7500-0-1018		BM- GAS SERVICES	
				054426	605-6150-6211-2320-0000-000	51.37
			082-521-4900-3-10/18		BM- GAS SERVICES	
				054426	605-6150-6211-2320-0000-000	46.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174176	10/18/2018	000230 GAS COMPANY	(Continued)			
			107-621-0400-7-1018		WW- GAS SERVICES	
				054426	522-8200-8200-2320-0000-000	6,677.40
					Total :	**6,843.57**
174177	10/18/2018	093811 GENERAL PUMP COMPANY, INC.	26505		W- WELL MAINTENANCE AND REPAIRS	
				018200	521-8100-8101-3890-0000-000	109,990.08
				018200	722-6150-8215-2350-0000-000	9,700.00
				018200	521-8100-8101-3890-0000-000	3,697.87
			26661		W- WELL MAINTENANCE AND REPAIRS	
				018200	521-8100-8101-3890-0000-000	3,397.50
					Total :	**126,785.45**
174178	10/18/2018	000157 GENUINE AUTO PARTS	222790		AUTOMOTIVE PARTS	
				054427	522-8200-8200-2301-0000-000	177.79
			223309		AUTOMOTIVE PARTS	
				054427	522-8200-8200-2301-0000-000	26.92
			224040		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-8200-000	20.25
			224064		AUTOMOTIVE PARTS	
				054427	522-8200-8200-2257-0000-000	26.92
			224375		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-8200-000	14.00
			224572		AUTOMOTIVE PARTS	
				054427	522-8200-8200-2255-0000-000	103.13
			225220		AUTOMOTIVE PARTS	
				054427	522-8200-8200-2255-0000-000	4.98
			225818		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-8000-000	24.18
			225995		AUTOMOTIVE PARTS	
				054427	522-8200-8200-2257-0000-000	12.18
			226060		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-8000-000	54.58
			226531		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6211-000	87.19
			226630		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-8000-000	75.17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174178	10/18/2018	000157 GENUINE AUTO PARTS	(Continued)			
			226631		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6160-000	25.76
			226799		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6160-000	266.23
			227585		AUTOMOTIVE PARTS	
				054427	520-8000-8003-2301-0921-000	56.08
					Total :	**975.36**
174179	10/18/2018	046042 GK ASSOCIATES	18-056		CDBG- ENGINEERING SUPPORT	
				017943	210-1814-6150-3890-0000-000	612.50
				017943	450-1810-6954-3890-0000-000	1,795.00
				017943	210-1815-6150-3890-0000-000	4,000.00
				017943	218-1804-6970-3890-0000-000	632.50
			18-068		CDBG- ENGINEERING SUPPORT	
				017943	218-1804-6970-3890-0000-000	7,367.50
				017943	210-1813-6150-3890-0000-000	662.50
			18-081		CDBG- ENGINEERING SUPPORT	
				017943	210-1813-6150-3890-0000-000	1,337.50
				017943	210-1814-6150-3890-0000-000	2,000.00
				017943	210-1815-6150-3890-0000-000	2,000.00
				017943	450-1810-6954-3890-0000-000	4,000.00
				017943	225-1606-6150-3890-0000-000	12.50
			18-094		CDBG- ENGINEERING SUPPORT	
				017943	225-1606-6150-3890-0000-000	7,590.00
					Total :	**32,010.00**
174180	10/18/2018	000159 GRAINGER, INC	9880396974		WW- MAINTENANCE SUPPLIES	
				054428	522-8200-8200-2301-0000-000	720.63
			9901090770		BM- MAINTENANCE SUPPLIES	
				054428	605-6150-6211-2250-6211-000	90.81
			9905098134		W- MAINTENANCE SUPPLIES	
				054428	521-8100-8101-2301-0000-000	173.39
			9910364844		PARKS- BOOSTER PUMP	
				054428	605-6150-6211-2250-6205-000	1,050.95
			9915724869		BM- MAINTENANCE SUPPLIES	
				054428	605-6150-6211-2310-0000-000	72.45

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174180	10/18/2018	000159 000159 GRAINGER, INC	(Continued)		Total :	2,108.23
174181	10/18/2018	000159 GRAINGER, INC	9902160184		ELEC- INDUSTRIAL SUPPLIES	
				019118	520-8000-8009-2225-0548-000	215.09
			9909859127		ELEC- INDUSTRIAL SUPPLIES	
				019118	520-8000-8009-2225-0548-000	318.78
					Total :	533.87
174182	10/18/2018	047217 HARRING, BILL	REIMBURSE 7/26/18		PD- REIMBURSE FOR SUPPLIES	
					100-6070-6071-2210-0000-000	94.81
					Total :	94.81
174183	10/18/2018	061378 HAWKINS, REGINA	10/10-10/12/18		HR- PER DIEM/MILEAGE (NEOGOV CONF)	
					100-6030-6030-2280-0000-000	276.43
					Total :	276.43
174184	10/18/2018	094242 HERNANDEZ GARNICA, JESSICA	SEPT 18		COMM SVC- CONTRACT INSTRUCTOR	
				018870	100-6200-6216-2350-0000-000	842.40
					Total :	842.40
174185	10/18/2018	061230 HERNANDEZ, NANCY	11/02-11/03/18		C. CARE- PER DIEM (CQEL CONF)	
					206-7200-7203-2280-0000-000	74.00
					Total :	74.00
174186	10/18/2018	061514 HILLWOOD INVESTMENT PROPERTIES	REFUND ON ACCOUNT		REFUND BALANCE ON ACCOUNT	
					762-2331-000	12.44
					Total :	12.44
174187	10/18/2018	025906 HOME DEPOT	0035138		BM- HARDWARE SUPPLIES	
				054433	605-6150-6211-2250-6091-000	390.93
			0035139		BM- HARDWARE SUPPLIES	
				054433	605-6150-6211-2250-6217-000	29.95
			2026217		BM- HARDWARE SUPPLIES	
				054433	605-6150-6211-2250-6211-000	47.79
			3026041		BM- HARDWARE SUPPLIES	
				054433	605-6150-6211-2250-6217-000	46.89
			3026081		ELEC- HARDWARE SUPPLIES	
				054432	520-8000-8003-2255-0592-100	93.52

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174187	10/18/2018	025906 HOME DEPOT	(Continued)				
			3030028		ELEC- HARDWARE SUPPLIES		
				054432	520-8000-8005-2300-0930-200		18.87
			4571701		BM- HARDWARE SUPPLIES		
				054433	605-6150-6211-2250-6091-000		10.45
			8011187		BM- HARDWARE SUPPLIES		
				054433	605-6150-6211-2250-6211-000		17.86
			9025432		BM- HARDWARE SUPPLIES		
				054433	605-6150-6211-2250-6211-000		88.37
			9030419		ELEC- HARDWARE SUPPLIES		
				054432	520-8000-8003-2255-0592-100		7.58
			9035238		ELEC- HARDWARE SUPPLIES		
				054432	520-8000-8004-2301-0921-000		5.62
			9120227		BM- HARDWARE SUPPLIES		
				054433	605-6150-6211-2250-6091-000		16.07
						Total :	**773.90**
174188	10/18/2018	025906 HOME DEPOT	6020517		ELEC- HARDWARE SUPPLIES		
				019083	520-8000-8009-2225-0548-000		198.47
			6591601		ELEC- HARDWARE SUPPLIES		
				019083	520-8000-8009-2225-0548-000		72.30
						Total :	**270.77**
174189	10/18/2018	cbc#8308 HOME EXPO FINANCIAL	00751000-0905		CLOSING BILLING CREDIT		
					520-2450-232		110.38
						Total :	**110.38**
174190	10/18/2018	037590 HONDA YAMAHA OF REDLANDS	125233		PD- REPAIR AND PARTS		
				019342	100-6070-6071-2210-0000-000		2,663.13
			131196		PD- CREDIT		
				019342	100-6070-6071-2210-0000-000		-175.62
						Total :	**2,487.51**
174191	10/18/2018	000164 HUB CONST SPECIALTIES, INC	58860-0		ELEC- MAINTENANCE MATERIALS		
				054438	520-8000-8004-2301-0921-000		217.73
						Total :	**217.73**

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174192	10/18/2018	cbc2765 IBRAHIM, HOSAM	00260200-0912		CLOSING BILLING CREDIT	
					520-2450-232	55.88
					Total :	**55.88**
174193	10/18/2018	093717 IN THE SWIM	4865638		COMM SVCS- POOL SUPPLIES	
				019164	100-6200-6203-2301-0000-000	87.93
					100-6200-6203-2301-0000-000	6.82
					Total :	**94.75**
174194	10/18/2018	046663 INFOSEND INC.	142241		C/S- UTILITY BILLING AND MAIL SVC	
				019098	100-6040-6042-2350-0000-000	6,400.92
					Total :	**6,400.92**
174195	10/18/2018	000276 INLAND WATER WORKS SUPPLY	S1016682.001		WW- PIPING SUPPLIES	
				054439	522-8200-8200-2301-0000-000	97.20
			S1016783.001		WW- PIPING SUPPLIES	
				054439	522-8200-8200-2257-0000-000	32.40
			S1016785.001		WW- PIPING SUPPLIES	
				054439	522-8200-8200-2301-0000-000	1,574.64
					Total :	**1,704.24**
174196	10/18/2018	094266 INNOVATIVE EMERGENCY EQUIP.	26155		FIRE- EQUIPMENT FOR VEHICLE	
				018762	100-6090-6091-4910-0000-000	7,932.80
					100-6090-6091-4910-0000-000	634.62
					Total :	**8,567.42**
174197	10/18/2018	093815 JACOBS ENGINEERING GROUP INC.	W9Y13100-34		CIP- ENGINEERING SERVICES	
				013870	450-1306-6986-3890-0000-000	8,656.48
				013870	450-1306-6972-3890-0000-000	632.55
				013870	450-1306-6900-3890-0000-000	488.99
			W9Y13100-35		CIP- ENGINEERING SERVICES	
				013870	450-1306-6900-3890-0000-000	85.26
				013870	450-1306-6986-3890-0000-000	1,509.45
				013870	450-1306-6972-3890-0000-000	110.30
					Total :	**11,483.03**
174198	10/18/2018	004747 KINCO WEED ABATEMENT	22343		FIRE- WEED ABATEMENT	

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174198	10/18/2018	004747 KINCO WEED ABATEMENT	(Continued)			
			22359	019364	100-6090-6093-2350-0000-000 FIRE- WEED ABATEMENT	4,984.37
			22360	019364	100-6090-6093-2350-0000-000 FIRE- WEED ABATEMENT	1,595.80
			22361	019364	100-6090-6093-2350-0000-000 FIRE- WEED ABATEMENT	750.15
			22404	019364	100-6090-6093-2350-0000-000 FIRE- WEED ABATEMENT	584.75
			22406	019364	100-6090-6093-2350-0000-000 FIRE- WEED ABATEMENT	2,229.60
			22590	019364	100-6090-6093-2350-0000-000 FIRE- WEED ABATEMENT	11,149.34
			22591	019364	100-6090-6093-2350-0000-000 FIRE- WEED ABATEMENT	833.75
			22610	019364	100-6090-6093-2350-0000-000 FIRE- WEED ABATEMENT	1,050.00
			22611	019364	100-6090-6093-2350-0000-000 FIRE- WEED ABATEMENT	4,390.50
			22628	019364	100-6090-6093-2350-0000-000 FIRE- WEED ABATEMENT	255.95
				019364	100-6090-6093-2350-0000-000	1,172.00
					Total :	**28,996.21**
174199	10/18/2018	093745 LEXIPOL, LLC	25698		PD- ANNUAL RENEWAL	
				019348	100-6070-6071-2315-0000-000	8,415.00
					Total :	**8,415.00**
174200	10/18/2018	042327 LIFE ASSIST	878315		FIRE- MEDICAL SUPPLIES	
				019076	100-6090-6091-1180-0000-000	1,702.62
					Total :	**1,702.62**
174201	10/18/2018	094216 LOPEZ, PAULINE	SEPT 18		COMM SVC- CONTRACT INSTRUCTOR	
				018855	100-6200-6216-2350-0000-000	70.00
					Total :	**70.00**
174202	10/18/2018	041927 LOU'S TIRE SERVICE	86657		AUTOMOTIVE TIRES	

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174202	10/18/2018	041927 LOU'S TIRE SERVICE	(Continued)			
			86658	054445	608-6150-8700-2210-6071-000 AUTOMOTIVE TIRES	518.55
			86659	054445	608-6150-8700-2210-6071-000 AUTOMOTIVE TIRES	79.33
				054445	608-6150-8700-2210-6071-000	118.12
					Total :	**716.00**
174203	10/18/2018	093703 MAILFINANCE INC.	N7081274		C. CLERK- LEASE ON FOLDER/INSERT	
				019181	100-6010-6010-2420-0000-000	476.98
			N7334864		C. CLERK- LEASE ON FOLDER/INSERT	
				019181	100-6010-6010-2420-0000-000	1,339.62
					100-6010-6010-2420-0000-000	72.43
					Total :	**1,889.03**
174204	10/18/2018	060804 MAJORS, PAULA	10/22-10/24/18		FIN- MILEAGE (CALPERS FORUM)	
					100-6040-6041-2280-0000-000	76.46
					Total :	**76.46**
174205	10/18/2018	093033 MAYON, LLC	10/09-10/18/18		FIN- PROF ACCOUNTING SVC	
				019298	100-6040-6041-2350-0000-000	2,100.00
					Total :	**2,100.00**
174206	10/18/2018	059151 MEDINA, VERONICA	11/02-11/03/18		C. CARE- PER DIEM (CQEL CONF)	
					206-7200-7203-2280-0000-000	74.00
					Total :	**74.00**
174207	10/18/2018	058693 MILLER, DAWN	10/15-10/16/18		CM- PER DIEM (CCAC WORKSHOP)	
					100-6020-6020-2280-0000-000	28.71
					Total :	**28.71**
174208	10/18/2018	041081 MISSION LINEN SUPPLY & UNIFORM	508032507		WW- UNIFORM RENTAL SERVICES	
				054446	522-8200-8200-1170-0000-000	218.59
			508341250		BM- MAT RENTAL SERVICES	
				054446	605-6150-6211-2301-0000-000	32.59
			508350366		AUTO- UNIFORM RENTAL SERVICES	
				054446	608-6150-8700-2301-0000-000	12.06

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174208	10/18/2018	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)			
				054446	608-6150-8700-1170-0000-000	18.22
			508350367		BM- UNIFORM RENTAL SERVICES	
				054446	605-6150-6211-1170-0000-000	34.68
					Total :	**316.14**
174209	10/18/2018	cbc2759 MOURA, DIANA	00510240-0906		CLOSING BILLING CREDIT	
					520-2450-232	77.74
					Total :	**77.74**
174210	10/18/2018	cbc2764 MUNGUIA, SALVADOR	00511690-0912		CLOSING BILLING CREDIT	
					520-2450-232	68.90
					Total :	**68.90**
174211	10/18/2018	cbc2766 MUNIVE, CHRISTIAN	00350690-0913		CLOSING BILLING CREDIT	
					520-2450-232	34.42
					Total :	**34.42**
174212	10/18/2018	094296 NAEIR	H833568		COMM SVCS- SUPPLIES FOR EVENTS	
				019322	100-6200-6214-2301-0000-000	45.25
					100-6200-6214-2301-0000-000	3.12
					762-2210-000	-3.12
					Total :	**45.25**
174213	10/18/2018	093220 NESTLE WATERS NORTH AMERICA	18I0021202460		FIRE- BOTTLE WATER SERVICES	
				054447	100-6090-6091-2301-0000-000	215.44
					Total :	**215.44**
174214	10/18/2018	cbc#8561 NULEVEL PARTNERS, INC	00110290		CLOSING BILL CREDIT	
					520-2450-232	62.95
					Total :	**62.95**
174215	10/18/2018	000681 OCLC, INC	0000623691		LIB- TCP/IP ACCESS	
				018873	100-6200-6250-2302-0000-000	53.63
					Total :	**53.63**
174216	10/18/2018	057676 PACHAS, JOE	10/30/18-11/02/18		I.S.- PER DIEM/ MILEAGE (CIS CONF)	
					606-6040-6044-2280-0000-000	160.95

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174216	10/18/2018	057676 057676 PACHAS, JOE	(Continued)		Total :	160.95
174217	10/18/2018	061244 PALMA, ANA	11/02-11/03/18		C. CARE- PER DIEM (CQEL CONF)	
					206-7200-7203-2280-0000-000	74.00
					Total :	74.00
174218	10/18/2018	cbc2756 PEREZ, MARLENE	00721730-0905		CLOSING BILLING CREDIT	
					520-2450-232	94.80
					Total :	94.80
174219	10/18/2018	093074 PETSMART	09/11/18		PD- DOG FOOD	
				019132	100-6070-6071-2301-0000-000	116.62
					Total :	116.62
174220	10/18/2018	092400 PLUMBERS DEPOT INC.	PD-39449		AUTO- PARTS AND EQUIPMENT	
				019172	608-6150-8700-2210-0000-000	297.19
					Total :	297.19
174221	10/18/2018	092540 PRAXAIR DISTRIBUTION	85144225		ELEC- VARIOUS GASES	
				019176	520-8000-8009-2225-0548-000	131.60
					Total :	131.60
174222	10/18/2018	093896 PRISTINE UNIFORMS	6489		PD- UNIFORMS (L. AVALOS)	
				019140	100-6070-6071-1170-0000-000	17.23
					Total :	17.23
174223	10/18/2018	094190 PROSHOP AUTOMOTIVE	10507		AUTO- VEHICLE MAINTENANCE	
				018983	608-6150-8700-2210-8200-000	61.08
					Total :	61.08
174224	10/18/2018	093060 PROTECTION ONE ALARM MONITORIN	124592906		PD- ELECTRONIC SECURITY SYSTEM	
				019136	100-6070-6071-2350-0000-000	371.33
					Total :	371.33
174225	10/18/2018	093060 PROTECTION ONE ALARM MONITORIN	124460261		BM- ALARM SERVICE CHARGE	
				019170	605-6150-6211-2250-8101-000	74.32
				019170	605-6150-6211-2250-6211-000	74.31

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174225	10/18/2018	093060 093060 PROTECTION ONE ALARM MONITORIN (Continued)			**Total :**	**148.63**
174226	10/18/2018	014316 PRUDENTIAL OVERALL SUPPLY	22686158		ELEC- UNIFORM RENTAL SERVICES	
				054477	520-8000-8004-1170-0926-000	249.10
			22686159		ELEC- UNIFORM RENTAL SERVICES	
				054477	520-8000-8003-1170-0926-000	154.15
			22686164		ELEC- UNIFORM RENTAL SERVICES	
				054477	520-8000-8009-2225-0548-000	72.80
					Total :	**476.05**
174227	10/18/2018	016168 RAINBOW BOLT & SUPPLY	N336489-IN		ELEC- REPAIRS PARTS	
				019045	520-8000-8003-2301-0921-000	238.61
					Total :	**238.61**
174228	10/18/2018	cbc2760 REYES JR, GILBERTO	00640860-0906		CLOSING BILLING CREDIT	
					520-2450-232	15.24
					Total :	**15.24**
174229	10/18/2018	093592 REYES, PAUL	SEPT 18		COMM SVC- CONTRACT INSTRUCTOR	
				018868	100-6200-6216-2350-0000-000	142.80
					Total :	**142.80**
174230	10/18/2018	061513 RIVERSIDE COUNTY FIRE	CTC-600		FIRE- TUITION (RESCUE SYSTEMS)	
					762-2302-000	700.00
					Total :	**700.00**
174231	10/18/2018	016258 ROYAL WHOLESALE ELECTRIC	6441-571777		ELEC- VARIOUS ELECTRICAL SUPPLIES	
				019026	520-8000-8009-2225-0548-000	4,456.58
					Total :	**4,456.58**
174232	10/18/2018	048733 RYMER, CHRISTOPHER	11/02-11/03/18		C. CARE- PER DIEM (CQEL CONF)	
					206-7200-7203-2280-0000-000	74.00
					Total :	**74.00**
174233	10/18/2018	061511 SALAS-LOZANO, SANDRA	00230220		CLOSING BILL CREDIT	
					520-2450-232	175.00
					Total :	**175.00**

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174234	10/18/2018	003799 SAN BERNARDINO COUNTY	22428- 4		PD- DISPATCH CONSOLE MAINT.	
				018932	100-6070-6071-2240-0000-000	1,310.46
			22428- 6		PD- RADIO MAINTENANCE	
				018934	100-6070-6071-2240-0000-000	1,257.14
			22428-1		PD- COUNTY WAN CONNECTION	
				018931	100-6070-6071-2310-0000-000	324.00
			22428-5		PD- RADIO ACCESS SERVICE	
				018935	100-6070-6071-2310-0000-000	11,710.49
					Total :	**14,602.09**
174235	10/18/2018	015748 SAN BERNARDINO COUNTY	22428- 2 & 3		PD- SHERIFF'S AUTO SYSTEM	
				018933	100-6070-6071-2350-0000-000	491.39
					Total :	**491.39**
174236	10/18/2018	061509 SANTA MARIA, DAISY	REBATE- TURF		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	800.00
					Total :	**800.00**
174237	10/18/2018	093099 SKAPIK LAW GROUP	CLT-003M-72		W- LEGAL SERVICES- GROUNDWATER	
					521-8100-8101-2350-0000-000	8,029.00
					Total :	**8,029.00**
174238	10/18/2018	000224 SMART AND FINAL IRIS CO	33531		W- GROCERY ITEMS	
				054459	521-8100-8110-2301-0000-000	5.74
					Total :	**5.74**
174239	10/18/2018	092670 SO CAL LOCKSMITH	41844		COMM SVCS- LOCK PARTS AND SERVICE	
				054460	100-6200-6217-2301-0000-000	1.99
					Total :	**1.99**
174240	10/18/2018	025294 SOUTH COAST AIR QUALITY	3330040		STORM W.- ANNUAL RENEWAL FEES	
					722-6150-8215-2241-0000-000	405.79
			3333707		STORM W- EMISSIONS FEES BILLING	
					722-6150-8215-2241-0000-000	131.79
			3336073		ANNUAL RENEWAL FEES	
					100-6150-6151-2241-0000-000	767.57
			3337818		PW- EMISSIONS FEES	

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174240	10/18/2018	025294 SOUTH COAST AIR QUALITY	(Continued)			
					100-6150-6151-2241-0000-000	131.79
					Total :	**1,436.94**
174241	10/18/2018	000228 SOUTHERN CALIFORNIA EDISON	2-01-522-0452-0918		STORM W.- ELECTRIC SERVICE	
				018940	722-6150-8215-2320-0000-000	24.58
					Total :	**24.58**
174242	10/18/2018	000234 SQUIRES LUMBER COMPANY	2239		PD- MAINTENANCE MATERIAL	
				054464	225-6070-6071-1180-0000-017	501.04
			2276		COMM SVCS- MAINTENANCE MATERIAL	
				054464	100-6200-6217-2301-0000-000	15.06
					Total :	**516.10**
174243	10/18/2018	003079 STATE OF CALIF / JUSTICE DEPT	322967		PD- FINGERPRINTING SERVICES	
				054465	100-6070-6071-2350-0000-000	394.00
					Total :	**394.00**
174244	10/18/2018	024139 SUN BADGE CO	385369		PD- BADGE REPAIRS	
				019142	100-6070-6071-2350-0000-000	725.07
					Total :	**725.07**
174245	10/18/2018	094281 SUNNYDAY LANDSCAPES	16347		LLMD- LANDSCAPE SERVICES	
				018900	702-6150-6210-2350-0000-000	6,975.00
				018900	701-6150-6220-2350-0000-000	4,975.00
					Total :	**11,950.00**
174246	10/18/2018	093413 THE CORPORATE GIFT SERVICE INC	26549		ELEC- MARKETING SUPPLIES	
				019036	520-8000-8005-2341-0930-200	578.74
			26551		ELEC- MARKETING SUPPLIES	
				019036	520-8000-8005-2341-0930-200	323.05
					Total :	**901.79**
174247	10/18/2018	094158 THE GRAPHIC SOLUTION	6748		FIRE- HELMET DECALS	
				019312	100-6090-6091-2301-0000-000	20.47
					Total :	**20.47**
174248	10/18/2018	045823 THOMPSON COBURN LLP	AUG 18		ELEC- LEGAL SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174248	10/18/2018	045823 THOMPSON COBURN LLP	(Continued)			
				019274	520-8000-8001-2350-0923-000	10,509.47
					Total :	**10,509.47**
174249	10/18/2018	093146 TIME WARNER CABLE	0160610100618		COMM SVCS- CABLE SERVICE	
					100-6200-6202-2320-0000-000	65.47
					Total :	**65.47**
174250	10/18/2018	061493 TUCCI, RONNIE	REBATE- INSULATION		WEATHERIZATION REBATE	
					526-8000-8035-2041-0930-010	480.00
					Total :	**480.00**
174251	10/18/2018	061506 VALLES, TYLER	1093429.015		REFUND CLEANING DEPOSIT	
					100-6747-000	200.00
					Total :	**200.00**
174252	10/18/2018	060721 VAN WINKLE, NICOLE	09/24-09/27/18		COMM SVCS- LODGING (NRPA CONF)	
					100-6200-6202-2280-0000-000	409.72
					Total :	**409.72**
174253	10/18/2018	060801 VEGA, JONATHAN	OPT 17-19		OPTICAL REIMBURSEMENT~	
					520-8000-8003-1101-0926-000	276.40
					Total :	**276.40**
174254	10/18/2018	093406 VERIZON WIRELESS	9813800219		PD- CELLULAR SERVICES	
				054471	100-6070-6071-2310-0000-000	812.25
			9813811819		PD- CELLULAR SERVICES	
				054471	100-6070-6071-2310-0000-000	1,750.69
			9814899243		PD- CELLULAR SERVICES	
				054471	100-6070-6071-2310-0000-000	4,897.77
			9814899246		AUTO- CELLULAR SERVICES	
				054471	608-6150-8700-2310-0000-000	23.58
			9814899247		ST- CELLULAR SERVICES	
				054471	210-6150-6160-2310-0000-000	398.89
			9814899251		COMM SVCS- CELLULAR SERVICES	
				054471	100-6200-6250-2310-0000-000	101.19
				054471	100-6200-6202-2310-0000-000	255.77

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174254	10/18/2018	093406 VERIZON WIRELESS	(Continued)			
			9814899252		PW- CELLULAR SERVICES	
				054471	100-6150-6151-2310-0000-000	323.71
			9814899254		PARKS- CELLULAR SERVICES	
				054471	100-6150-6205-2310-0000-000	446.43
			9814899256		BM- CELLULAR SERVICES	
				054471	605-6150-6211-2310-0000-000	100.77
					Total :	**9,111.05**
174255	10/18/2018	061164 WALKER, TINA	REBATE- EV CHARGER		ELEC- EV CHARGER REBATE	
					526-8000-8035-2041-0930-010	500.00
					Total :	**500.00**
174256	10/18/2018	092064 WALTER'S WHOLESALE ELECTRIC	S111347308.001		ELEC- MAINTENANCE SUPPLIES	
				054473	520-8000-8004-2301-0921-000	468.28
					Total :	**468.28**
174257	10/18/2018	061510 WEST, ZOE	1093538.015		REFUND CLEANING DEPOSIT	
					100-6747-000	200.00
					Total :	**200.00**
174258	10/18/2018	003646 WILLDAN FINANCIAL SERVICES	010-39267		CFD 90-1R CONSULTING SERVICE	
					781-7400-7403-2350-0000-000	674.61
					Total :	**674.61**
174259	10/18/2018	045690 WIRZ & COMPANY PRINTING	101004		COMM SVCS- PRINTING SERVICES	
				054475	762-2314-000	30.71
			101126		COMM SVCS- PRINTING SERVICES	
				054475	100-6200-6215-2354-0000-000	140.08
					Total :	**170.79**
					Bank total :	**593,219.44**

136 Vouchers for bank code : boa

136 Vouchers in this report

Total vouchers : **593,219.44**

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Stacey Dabbs
Finance Director

Aurelio De La Torre
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101500	10/10/2018	035929 BANK OF AMERICA	FEDERAL 10/11/18		FEDERAL TAXES	
					762-2200-000	138,157.51
					Total :	**138,157.51**
174260	10/25/2018	093369 A & I REPROGRAPHICS	CN00029594		PW- BID ADMIN SERVICES	
				054403	100-6150-6151-2270-0000-000	269.38
					Total :	**269.38**
174261	10/25/2018	092665 A PLUS TIRE SERVICE	79750		AUTOMOTIVE PARTS	
				054405	608-6150-8700-2210-6071-000	49.95
			79874		AUTOMOTIVE PARTS	
				054405	608-6150-8700-2210-6071-000	69.95
					Total :	**119.90**
174262	10/25/2018	000788 A T & T	2657621915		ELEC- CHARGES FOR FRAME CIRCUIT	
				019156	520-8000-8001-2310-0930-200	254.10
					Total :	**254.10**
174263	10/25/2018	093748 AG PRO'S WEED & PEST CONTROL	7002		WW- WEED ABATEMENT	
				019202	522-8200-8200-2350-0000-000	5,995.00
			7003		W- WEED ABATEMENT	
				019202	521-8100-8101-2350-0000-000	1,950.00
					Total :	**7,945.00**
174264	10/25/2018	003661 AHEARN, JOHN	RECERT-BACKFLOW		W- REIMBURSE FOR BACKFLOW	
					521-8100-8101-1160-0000-000	135.00
					Total :	**135.00**
174265	10/25/2018	020563 ALLIED REFRIGERATION	531592		BM- COOLANT SYSTEM SUPPLIES	
				018916	605-6150-6211-2250-6211-000	614.17
			531703		BM- COOLANT SYSTEM SUPPLIES	
				018916	605-6150-6211-2250-6211-000	74.36
					Total :	**688.53**
174266	10/25/2018	093774 AMERICAN NATIONAL RED CROSS &	22133445		COMM SVCS- CPR/FIRST AID TRAINING	
				019389	100-6200-6202-2350-0000-000	151.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174266	10/25/2018	093774 093774 AMERICAN NATIONAL RED CROSS & (Continued)			Total :	151.20
174267	10/25/2018	044956 ANGELICA HEALTHCARE SERVICES	1400624171		FIRE- LINEN SUPPLIES	
				019078	100-6090-6091-2301-0000-000	41.45
			1400624781		FIRE- LINEN SUPPLIES	
				019078	100-6090-6091-2301-0000-000	42.27
			1400625376		FIRE- LINEN SUPPLIES	
				019078	100-6090-6091-2301-0000-000	42.27
					Total :	125.99
174268	10/25/2018	046028 AT & T	11931716		BM- TELEPHONE SERVICES	
				054407	605-6150-6211-2320-0000-000	20.59
			9391054773-10/18		COMM SVCS- TELEPHONE SERVICES	
				054407	100-6200-6250-2310-0000-000	19.77
			9391054777-1018		C. CARE- TELEPHONE SERVICES	
				054407	206-7200-7202-2310-0000-000	11.68
				054407	206-7200-7203-2310-0000-000	11.68
			9391054785-10/18		COMM SVCS- TELEPHONE SERVICES	
				054407	100-6200-6250-2310-0000-000	21.42
			9391054786-10/18		C. CARE- TELEPHONE SERVICES	
				054407	206-7200-7203-2310-0000-000	80.59
			9391054794-10/18		COMM SVCS- TELEPHONE SERVICES	
				054407	100-6200-6250-2310-0000-000	21.42
			9391054800-10/18		TELEPHONE SERVICES	
				054407	206-7200-7203-2310-0000-000	40.78
			9391054805-10/18		COMM SVCS- TELEPHONE SERVICES	
				054407	100-6200-6202-2310-0000-000	20.59
			9391055095-0818		WW- TELEPHONE SERVICES	
				054407	522-8200-8200-2310-0000-000	117.87
			9391055154-0918		FIRE- TELEPHONE SERVICES	
				054407	100-6090-6094-2310-0000-000	304.75
			9391055269-10/18		C. CARE- TELEPHONE SERVICES	
				054407	206-7200-7202-2310-0000-000	10.68
				054407	206-7200-7203-2310-0000-000	10.68
			9391064732-0818		WW- TELEPHONE SERVICES	
				054407	522-8200-8200-2310-0000-000	64.73

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174268	10/25/2018	046028 046028 AT & T	(Continued)		Total :	757.23
174269	10/25/2018	093305 AT & T TELE CONFERENCE SERVICE	809-017032		ELEC- MONTHLY PHONE CHARGES	
				019019	520-8000-8001-2310-0930-200	27.19
					Total :	27.19
174270	10/25/2018	061353 AT&T	288482		PD- CELL TOWER SEARCH	
					100-6070-6071-2310-0000-000	70.00
					Total :	70.00
174271	10/25/2018	092073 ATLAS COPCO COMPRESSORS LLC	169983		ELEC- ROT-Z OIL	
				019017	520-8000-8009-2225-0548-000	674.00
					Total :	674.00
174272	10/25/2018	094086 BC TRAFFIC SPECIALIST	0029986-IN		ST- STREET SIGNAGE	
				019108	210-6150-6160-2301-0000-000	43.10
			0030571-IN		ST- STREET SIGNAGE	
				019108	210-6150-6160-2301-0000-000	872.32
			0030988-IN		ST- STREET SIGNAGE	
				019108	210-6150-6160-2301-0000-000	132.48
					Total :	1,047.90
174273	10/25/2018	000175 BERNELL HYDRAULICS, INC	0337678-IN		AUTO- VEHICLE PARTS	
				018913	608-6150-8700-2210-8000-000	432.49
					Total :	432.49
174274	10/25/2018	001527 BEST BEST & KRIEGER	831594		W- LEGAL SERVICES	
					521-8100-8101-2350-0000-000	500.49
			831595		C. ATTORNEY- LEGAL SERVICES	
					100-6050-6050-2350-0000-000	76.81
			831596		C. ATTORNEY- LEGAL SERVICES	
					100-6050-6050-2350-0000-000	3,573.05
			831601		W- LEGAL SERVICES	
					521-8100-8101-2350-0000-000	1,076.40
			831605		C. ATTORNEY- LEGAL SERVICES	
					100-6050-6050-2350-0000-000	523.90
			831606		DEV SVCS - LEGAL SERVICES	
					762-2327-000	3,790.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174274	10/25/2018	001527 BEST BEST & KRIEGER	(Continued)			
			831608		ELEC - LEGAL SERVICES	
					520-8000-8001-2350-0923-000	4,416.69
			831612		W - LEGAL SERVICES	
					521-8100-8101-2350-0000-000	618.80
			831615		W - LEGAL SERVICES	
					521-8100-8101-2352-0000-000	828.00
			831623/831624		C. ATTORNEY- LEGAL SERVICES	
					100-6050-6050-2350-0000-000	37,859.88
					Total :	**53,264.02**
174275	10/25/2018	094312 CAL FOR QUALITY EARLY LEARNING	655		C. CARE- REGIS. CQEL CONFERENCE	
					206-7200-7203-2280-0000-000	1,057.50
					Total :	**1,057.50**
174276	10/25/2018	093940 CALIFORNIA ANALYTICAL INSTRUME	33761A-IN		ELEC- PARTS FOR CEMS SYSTEM	
				019122	520-8000-8009-2225-0548-000	30,633.33
					Total :	**30,633.33**
174277	10/25/2018	003481 CALIFORNIA DEPARTMENT OF	31-000011-09/18		ELECTRIC ENERGY SURCHARGE	
					520-2250-242	32,521.51
					Total :	**32,521.51**
174278	10/25/2018	049687 CALIFORNIA-NEVADA J.A.T.C.	2110		ELEC- APPRENTICES TUITION	
					520-8000-8004-1161-0926-000	3,500.00
					Total :	**3,500.00**
174279	10/25/2018	015809 CALOLYMPIC GLOVE &	373304		INV- SAFETY GLOVES	
				019333	100-1500-000	573.00
					100-1500-000	86.94
					Total :	**659.94**
174280	10/25/2018	029006 CALPERS	100001959058023		EMPLOYER PAYROLL CORRECTIONS	
					762-2080-000	13,768.66
					Total :	**13,768.66**
174281	10/25/2018	094301 CANON SOLUTIONS AMERICA, INC.	162827995		PD- COPIER ATTACHMENT	
				019310	100-6070-6071-2301-0000-000	572.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
174281	10/25/2018	094301 CANON SOLUTIONS AMERICA, INC.	(Continued)				
					100-6070-6071-2301-0000-000		32.70
						Total :	604.70
174282	10/25/2018	093964 CARQUEST OF COLTON	170732		AUTO PARTS		
				018995	608-6150-8700-2210-6071-000		8.65
						Total :	8.65
174283	10/25/2018	045027 CDW GOVERNMENT	PHG6793		PD- COMPUTER SUPPLIES		
				054411	100-6070-6071-2301-0000-000		14.61
			PKD4307		PD- COMPUTER SUPPLIES		
				054411	100-6070-6071-2301-0000-000		628.17
			PKJ5130		PD- COMPUTER SUPPLIES		
				054411	100-6070-6071-2301-0000-000		130.45
			PLF9176		PD- COMPUTER SUPPLIES		
				054411	100-6070-6071-2301-0000-000		525.28
			PMP0452		PD- COMPUTER SUPPLIES		
				054411	100-6070-6071-2301-0000-000		528.02
						Total :	1,826.53
174284	10/25/2018	043552 CHARLES E THOMAS COMPANY	29805		AUTO- PARTS & EQUIPMENT		
				018996	608-6150-8700-2301-0000-000		286.22
						Total :	286.22
174285	10/25/2018	061512 CITY CLERKS ASSOCIATIO OF CA	3445		REGIS. CCAC WORKSHOP		
					100-6010-6010-2280-0000-000		50.00
						Total :	50.00
174286	10/25/2018	094023 CLIFFORD MOSS LLC	1403		FIN- CONSULTING SERVICES		
				019328	100-6040-6041-2350-0000-000		6,500.00
						Total :	6,500.00
174287	10/25/2018	000128 CLINICAL LAB OF S B INC	964827		W- LABORATORY SAMPLING		
				018099	521-8100-8101-2350-0000-000		4,088.50
						Total :	4,088.50
174288	10/25/2018	000491 COLTON TRUCK SUPPLY	05P15439		AUTO- PARTS & SUPPLIES		
				054413	608-6150-8700-2210-8200-000		45.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174288	10/25/2018	000491 COLTON TRUCK SUPPLY	(Continued)			
			05P16388		AUTO- PARTS & SUPPLIES	
				054413	608-6150-8700-2210-8000-000	11.93
			05P16499		AUTO- PARTS & SUPPLIES	
				054413	608-6150-8700-2210-8000-000	80.74
					Total :	**138.30**
174289	10/25/2018	000134 COLTON WOMAN'S CLUB	1234		COMM SVCS- FULL PAGE ADVERTISEMENT	
					100-6200-6212-2354-0000-000	45.00
					Total :	**45.00**
174290	10/25/2018	094144 COMMERICAL AQUATIC SERVICES	I18-5620		COMM SVCS- POOL CHEMICALS	
				019145	100-6200-6203-2250-0000-000	248.90
					Total :	**248.90**
174291	10/25/2018	094236 CONSERVE LANDCARE, INC.	#4		W- LANDSCAPE REHAB PROJECT	
				018564	521-8100-8110-3890-0000-000	55,500.00
					521-2450-000	-2,775.00
			#5		W- LANDSCAPE REHAB PROJECT	
				018564	521-8100-8110-3890-0000-000	4,500.00
					521-2460-000	-225.00
					Total :	**57,000.00**
174292	10/25/2018	092635 CRITERION AUTOMATION INC.	1809-SCA101		WW- SCADA SYSTEM SERVICES	
				019232	522-8200-8200-2350-0000-000	2,944.00
					Total :	**2,944.00**
174293	10/25/2018	040945 CSR COMPANY	21453		BM- A/C MAINTENANCE AND REPAIR	
				019073	605-6150-6211-2350-0000-000	185.00
			21516		BM- A/C MAINTENANCE AND REPAIR	
				019073	605-6150-6211-2350-0000-000	105.00
					Total :	**290.00**
174294	10/25/2018	003952 DAILY JOURNAL CORP	B3178392		DEV SVCS- LEGAL PUBLICATIONS	
					100-6300-6301-2340-0000-000	206.80
					Total :	**206.80**
174295	10/25/2018	092743 DAVID C. GREENBAUM CO.	891540		BM- FLOORING MATERIAL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174295	10/25/2018	092743 DAVID C. GREENBAUM CO.	(Continued)			
				019308	605-6150-6211-2250-6211-000	93.73
					Total :	**93.73**
174296	10/25/2018	043211 DELAROSA, RICHARD	10/08-10/10/18		COUNCIL- PARKING/MEALS (ICSC CONF)	
					100-6000-6000-2280-0000-100	139.18
					Total :	**139.18**
174297	10/25/2018	000149 DUNN-EDWARDS CORP	2018335224		ST- PAINT SUPPLIES	
				054419	210-6150-6160-2301-0000-000	204.27
			2018335523		ST- PAINT SUPPLIES	
				054419	210-6150-6160-2301-0000-000	30.08
			2018336614		ST- PAINT SUPPLIES	
				054419	210-6150-6160-2301-0000-000	48.62
					Total :	**282.97**
174298	10/25/2018	002587 EDWARD BABCOCK & SONS INC	BI82309-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			BI82583-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			BI82584-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	50.00
			BI82645-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			BI82899-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			BJ80001-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			BJ80005-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			BJ80073-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	112.00
			BJ80231-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
			BJ80238-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	20.00
			BJ80239-0987		WW- LABORATORY SAMPLING	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174298	10/25/2018	002587 EDWARD BABCOCK & SONS INC	(Continued)			
				018901	522-8200-8200-2350-0000-000	10.00
			BJ80417-0987		WW- LABORATORY SAMPLING	
				018901	522-8200-8200-2350-0000-000	71.00
					Total :	**760.00**
174299	10/25/2018	003479 EMERGENCY MEDICAL PRODUCTS	2020651		PD- MEDICAL SUPPLIES	
				019316	100-6070-6071-1180-0000-000	1,176.50
					100-6070-6071-1180-0000-000	91.18
					Total :	**1,267.68**
174300	10/25/2018	094262 ENDLESS KITCHEN AND BATH INC.	0000861		BM- BATHROOM DEMO	
				018752	605-6150-6211-2250-6091-000	13,075.00
			0000886		BM- BATHROOM DEMO	
				018752	605-6150-6211-2250-6091-000	295.40
					Total :	**13,370.40**
174301	10/25/2018	092936 ENVISIONWARE	INV-US-38563		COMM SVCS- ANNUAL SYSTEM MAINT	
				019388	100-6200-6250-2350-0000-000	921.57
					Total :	**921.57**
174302	10/25/2018	003851 EQUIFAX	5050503		C/S- CREDIT INFORMATION SERVICES	
				019173	100-6040-6042-2350-0000-000	728.13
					Total :	**728.13**
174303	10/25/2018	015957 FAIRVIEW FORD SALES, INC	534484		AUTOMOTIVE PARTS	
				054421	210-6150-6160-2301-0000-000	109.94
					Total :	**109.94**
174304	10/25/2018	094210 FISHER INTEGRATED, INC.	1141		I.S.- VIDEO STREAMING SERVICE	
				019171	606-6040-6044-2315-0000-000	600.00
					Total :	**600.00**
174305	10/25/2018	093928 FLYERS ENERGY, LLC	18-780628		WW- FUEL	
				054423	522-8200-8200-2301-0000-000	230.67
			18-781507		INV- FUEL	
				054423	100-1530-000	9,650.64

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174305	10/25/2018	093928 093928 FLYERS ENERGY, LLC	(Continued)		Total :	9,881.31
174306	10/25/2018	092108 G & G ENVIRONMENTAL	COC-0918		WW- PRETREATMENT PROGRAM SVC	
				018253	522-8200-8200-2350-0000-000	12,361.72
					Total :	12,361.72
174307	10/25/2018	017955 GALLS, LLC	BC0642032		PD- UNIFORM (H. DOMINGUEZ)	
				054425	100-6070-6071-1170-0000-000	108.74
					Total :	108.74
174308	10/25/2018	093573 GARDA CL WEST, INC.	20327308		I.S.- CASH TRANSPORT SERVICES	
				018895	100-6060-6060-2350-0000-000	30.42
					Total :	30.42
174309	10/25/2018	000230 GAS COMPANY	160-221-7000-1-10/18		COMM SVCS- GAS SERVICES	
				054426	100-6200-6250-2320-0000-000	36.39
					Total :	36.39
174310	10/25/2018	000157 GENUINE AUTO PARTS	223475		ST-AUTOMOTIVE PARTS	
				054427	210-6150-6160-2301-0000-000	13.33
			223694		AUTOMOTIVE PARTS	
				054427	210-6150-6160-2301-0000-000	3.62
			225820		AUTOMOTIVE PARTS	
				054427	100-6090-6091-2250-0000-000	44.09
			226092		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6160-000	26.92
			226379		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6071-000	207.30
			226494		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6160-000	41.72
			226544		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-8200-000	26.92
			226571		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6160-000	12.69
			226740		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6071-000	19.45
			226743		AUTOMOTIVE PARTS	

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174310	10/25/2018	000157 GENUINE AUTO PARTS	(Continued)			
				054427	608-6150-8700-2210-6071-000	25.89
			226829		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6160-000	5.15
			226882		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6205-000	21.91
			227059		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-8000-000	20.01
			227289		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6071-000	272.65
			227299		AUTOMOTIVE PARTS	
				054427	100-6090-6091-2210-0000-000	44.88
			227311		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-6071-000	196.70
			227387		AUTO- CREDIT	
				054427	608-6150-8700-2210-6071-000	-272.65
			227390		AUTOMOTIVE PARTS	
				054427	608-6150-8700-2210-8101-000	47.01
			227894		AUTOMOTIVE PARTS	
				054427	210-6150-6160-2301-0000-000	2.77
			228113		AUTOMOTIVE PARTS	
				054427	210-6150-6160-2301-0000-000	8.93
			228117		AUTOMOTIVE PARTS	
				054427	210-6150-6160-2301-0000-000	8.93
			228142		AUTOMOTIVE PARTS	
				054427	210-6150-6160-2301-0000-000	33.67
					Total :	**811.89**
174311	10/25/2018	000159 GRAINGER, INC	9923758354		ELEC- MAINTENANCE SUPPLIES	
				054428	520-8000-8003-2301-0921-000	406.84
					Total :	**406.84**
174312	10/25/2018	000159 GRAINGER, INC	9921130549		INV- HARDWARE SUPPLIES	
				019331	100-1500-000	251.70
				019331	521-1500-000	115.38
					100-1500-000	19.51
					521-1500-000	8.94

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174312	10/25/2018	000159 000159 GRAINGER, INC	(Continued)		**Total :**	**395.53**
174313	10/25/2018	092270 HAAKER EQUIPMENT COMPANY	C42173		AUTO- PARTS & REPAIRS	
				019016	608-6150-8700-2210-0000-000	450.06
					Total :	**450.06**
174314	10/25/2018	026755 HACH COMPANY	11157432		W- LAB SUPPLIES	
				018974	521-8100-8101-2301-0000-000	507.92
					Total :	**507.92**
174315	10/25/2018	025906 HOME DEPOT	1903876		COMM SVCS- HARDWARE SUPPLIES	
				054431	100-6200-6202-2301-0000-000	573.58
			3310447		COMM SVCS- CREDIT	
				054431	100-6200-6203-2301-0000-000	-102.58
			4970666		COMM SVCS- HARDWARE SUPPLIES	
				054431	100-6200-6217-2301-0000-000	214.13
			5561360		ELEC- HARDWARE SUPPLIES	
				054432	520-8000-8004-2301-0921-000	16.07
			7025685		C. CARE- HARDWARE SUPPLIES	
				054431	206-7200-7203-2301-0000-000	25.15
					Total :	**726.35**
174316	10/25/2018	037218 HOSE MAN	6203615-0001-06		W- HOSE REPAIRS	
				054436	521-8100-8101-2301-0000-000	130.67
			6504805-0001-06		W- CREDIT	
				054436	521-8100-8101-2301-0000-000	-27.96
					Total :	**102.71**
174317	10/25/2018	000372 HOUR GLASS & MIRROR INC.	34177		BM- REPLACE GLASS	
				054437	605-6150-6211-2250-6250-000	348.00
					Total :	**348.00**
174318	10/25/2018	094199 HPI LLC	0818-614920		ELEC- CONTROL SYSTEM UPGRADE	
				018337	520-8000-8009-2225-0548-000	35,000.00
			0918-614916		ELEC- CONTROL SYSTEM UPGRADE	
				018337	520-8000-8009-2225-0548-000	19,325.55
					Total :	**54,325.55**

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174319	10/25/2018	000164 HUB CONST SPECIALTIES, INC	49067-0		PARKS- MAINTENANCE MATERIALS	
				054438	100-6150-6205-2301-0000-000	70.88
			68542-0		WW- MAINTENANCE MATERIALS	
				054438	522-8200-8200-2257-0000-000	5.64
					Total :	**76.52**
174320	10/25/2018	015551 I C M A	825381- DUES		CM- MEMBERSHIP DUES	
					100-6020-6020-2270-0000-000	1,400.00
					Total :	**1,400.00**
174321	10/25/2018	094061 INDUSTRIAL METAL SUPPLY CO.	2324059		ELEC- METAL SUPPLIES	
				019152	520-8000-8003-2301-0921-000	47.28
			2328539		ELEC- METAL SUPPLIES	
				019152	520-8000-8003-2301-0921-000	276.11
					Total :	**323.39**
174322	10/25/2018	018204 INLAND DESERT SECURITY &, COMMUNICATI	181000506101		ELEC- AFTER-HOURS ANSWERING SVC	
				019018	520-8000-8001-2350-0923-000	305.75
					Total :	**305.75**
174323	10/25/2018	000276 INLAND WATER WORKS SUPPLY	S1015307.001		PW- HARDWARE SUPPLIES	
				019391	100-6150-6205-2301-0000-000	1,761.00
					100-6150-6205-2301-0000-000	140.88
			S1015587.001		INV- HARDWARE SUPPLIES	
				019269	521-1500-000	744.00
					521-1500-000	57.66
			S1015587.002		INV- HARDWARE SUPPLIES	
				019269	521-1500-000	348.00
					521-1500-000	26.97
			S1015587.003		W. INV- HARDWARE SUPPLIES	
				019269	521-1500-000	120.00
					521-1500-000	9.30
					Total :	**3,207.81**
174324	10/25/2018	092525 INTERSTATE BATTERY CENTER	102416		PD- BATTERIES	
				054440	225-6070-6071-1180-0000-017	990.95
					Total :	**990.95**

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174325	10/25/2018	094168 KING EQUIPMENT	214485		ELEC- RENTAL EQUIPMENT		
				019320	520-8000-8003-2255-0592-100		157.50
					520-8000-8003-2255-0592-100		4.07
						Total :	**161.57**
174326	10/25/2018	092954 KOA CORPORATION	JB63145x20		PW- TRANSPORTATION PLAN PROJECT		
				016118	100-6150-6151-2350-0000-000		13,100.00
						Total :	**13,100.00**
174327	10/25/2018	001947 KRIEGER & STEWART	42230		W- DESIGN ENGINEERING		
				017387	521-8100-8106-3890-0000-000		63,315.67
			42336		W- DESIGN ENGINEERING		
				017387	521-8100-8106-3890-0000-000		64,713.85
						Total :	**128,029.52**
174328	10/25/2018	093456 KROGER	0818070883		C. CARE- FOOD SUPPLIES		
				018945	206-7200-7203-2305-0000-000		143.63
			0918071078		C. CARE- FOOD SUPPLIES		
				018946	206-7200-7202-2305-0000-000		105.19
			0918071139		C. CARE- FOOD SUPPLIES		
				018945	206-7200-7203-2305-0000-000		120.48
			0918071186		C. CARE- FOOD SUPPLIES		
				018945	206-7200-7203-2305-0000-000		249.62
			0918071269		C. CARE- FOOD SUPPLIES		
				018946	206-7200-7202-2305-0000-000		302.69
			0918071311		C. CARE- FOOD SUPPLIES		
				018946	206-7200-7202-2305-0000-000		38.29
			0918071312		C. CARE- FOOD SUPPLIES		
				018945	206-7200-7203-2305-0000-000		100.19
			0918071465		C. CARE- FOOD SUPPLIES		
				018946	206-7200-7202-2305-0000-000		32.32
			0918071466		C. CARE- FOOD SUPPLIES		
				018945	206-7200-7203-2305-0000-000		93.34
						Total :	**1,185.75**
174329	10/25/2018	023087 LAKESHORE LIFESKILLS	4689600918		C. CARE- EDUCATIONAL MATERIAL		
				054443	206-7200-7203-2304-0000-000		46.92

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174329	10/25/2018	023087 023087 LAKESHORE LIFESKILLS	(Continued)		**Total :**	**46.92**
174330	10/25/2018	093056 LAWSON PRODUCTS	9306162006		ELEC INV- HARDWARE SUPPLIES	
				019335	520-1500-154	170.15
					520-1500-154	13.19
					Total :	**183.34**
174331	10/25/2018	032193 LEXIS-NEXIS	1630501-20180831		PD- ADVANCED INVESTIGATIONS	
				019349	100-6070-6071-2315-0000-000	550.45
			1630501-20180930		PD- ADVANCED INVESTIGATIONS	
				019349	100-6070-6071-2315-0000-000	550.45
					Total :	**1,100.90**
174332	10/25/2018	094216 LOPEZ, PAULINE	OCT 18		COMM SVCS-HAIRCUTS FOR SENIORS	
				018855	100-6200-6216-2350-0000-000	84.00
					Total :	**84.00**
174333	10/25/2018	041927 LOU'S TIRE SERVICE	86665		AUTOMOTIVE TIRES	
				054445	608-6150-8700-2210-8101-000	19.00
					Total :	**19.00**
174334	10/25/2018	061516 LUNA, PETER	1093374.015		REFUND CLEANING DEPOSIT	
					100-6747-000	140.00
					Total :	**140.00**
174335	10/25/2018	093062 MALLORY SAFETY & SUPPLY LLC	4532321		INV- SAFETY GLOVES	
				019366	100-1500-000	73.90
					100-1500-000	17.70
					Total :	**91.60**
174336	10/25/2018	092953 MCAVOY & MARKHAM ENGINEERING &	M-2277		ELEC- TEST SWITCHES	
				019227	520-8000-8024-2301-0921-000	2,414.10
					520-8000-8024-2301-0921-000	187.09
					Total :	**2,601.19**
174337	10/25/2018	045998 MISSION CLAY PRODUCTS	69723-2		WW- CLAY PIPES	
				019291	522-8200-8200-2257-0000-000	501.04
			69726-1		WW- CLAY PIPES	

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174337	10/25/2018	045998 MISSION CLAY PRODUCTS	(Continued)			
				019291	522-8200-8200-2257-0000-000	484.10
					Total :	**985.14**
174338	10/25/2018	041081 MISSION LINEN SUPPLY & UNIFORM	506705175		PD- UNIFORM RENTAL SERVICES	
				054446	100-6070-6071-2350-0000-000	221.38
			508009706		W-UNIFORM RENTAL SERVICES	
				054446	521-8100-8101-1170-0000-000	193.54
			508150034		LLMD- UNIFORM RENTAL SERVICES	
				054446	701-6150-6220-1170-0000-000	8.39
				054446	702-6150-6210-1170-0000-000	8.38
			508207341		LLMD- UNIFORM RENTAL SERVICES	
				054446	701-6150-6220-1170-0000-000	8.39
				054446	702-6150-6210-1170-0000-000	8.38
			508244277		LLMD- UNIFORM RENTAL SERVICES	
				054446	701-6150-6220-1170-0000-000	8.39
				054446	702-6150-6210-1170-0000-000	8.38
			508295994		W-UNIFORM RENTAL SERVICES	
				054446	521-8100-8101-1170-0000-000	582.56
			508303975		LLMD- UNIFORM RENTAL SERVICES	
				054446	701-6150-6220-1170-0000-000	8.39
				054446	702-6150-6210-1170-0000-000	8.38
			508350371		W-UNIFORM RENTAL SERVICES	
				054446	521-8100-8101-1170-0000-000	195.48
			508371167		W-UNIFORM RENTAL SERVICES	
				054446	522-8200-8200-1170-0000-000	234.21
			5083891055		MB- MAT RENTAL SERVICES	
				054446	605-6150-6211-2301-0000-000	32.59
			508393213		W-UNIFORM RENTAL SERVICES	
				054446	521-8100-8101-1170-0000-000	543.95
			508398500		AUTO- UNIFORM RENTAL SERVICES	
				054446	608-6150-8700-2301-0000-000	29.59
				054446	608-6150-8700-1170-0000-000	18.70
			508398501		BM- UNIFORM RENTAL SERVICES	
				054446	605-6150-6211-1170-0000-000	34.68
			508398505		W-UNIFORM RENTAL SERVICES	
				054446	521-8100-8101-1170-0000-000	193.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174338	10/25/2018	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)			
			508418644		W-UNIFORM RENTAL SERVICES	
				054446	522-8200-8200-1170-0000-000	223.21
					Total :	**2,570.51**
174339	10/25/2018	041081 MISSION LINEN SUPPLY & UNIFORM	508150032		ST- UNIFORM RENTAL SERVICES	
				018957	210-6150-6160-1170-0000-000	52.94
			508150033		PARKS- UNIFORM RENTAL SERVICES	
				018951	100-6150-6205-1170-0000-000	47.08
			508153264		ST- UNIFORM RENTAL SERVICES	
				018957	210-6150-6160-1170-0000-000	58.87
			508207340		PARKS- UNIFORM RENTAL SERVICES	
				018951	100-6150-6205-1170-0000-000	46.70
			508244275		ST- UNIFORM RENTAL SERVICES	
				018957	210-6150-6160-1170-0000-000	54.46
			508244276		PARKS- UNIFORM RENTAL SERVICES	
				018951	100-6150-6205-1170-0000-000	46.70
			508303973		ST- UNIFORM RENTAL SERVICES	
				018957	210-6150-6160-1170-0000-000	52.94
			508303974		PARKS- UNIFORM RENTAL SERVICES	
				018951	100-6150-6205-1170-0000-000	46.70
					Total :	**406.39**
174340	10/25/2018	094033 NORTHSTAR CHEMICAL, LLC	132588		WW- CHEMICAL SUPPLIES	
				018910	522-8200-8200-2255-0000-000	1,746.52
					Total :	**1,746.52**
174341	10/25/2018	045033 OFFICE DEPOT	185664572001		C/S- OFFICE SUPPLIES	
				054449	100-6040-6042-2300-0000-000	18.95
			185664688001		C/S- OFFICE SUPPLIES	
				054449	100-6040-6042-2300-0000-000	48.37
			205331004001		PD- OFFICE SUPPLIES	
				054449	100-6070-6071-2300-0000-000	103.44
			209151561002		COMM SVCS- OFFICE SUPPLIES	
				054449	100-6200-6217-2301-0000-000	6.78
			209923194001		FIRE- OFFICE SUPPLIES	
				054449	100-6090-6091-2300-0000-000	56.76

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174341	10/25/2018	045033 OFFICE DEPOT	(Continued)			
			211086319001		COMM SVCS- OFFICE SUPPLIES	
				054449	100-6200-6201-2301-0000-000	77.53
			211086451001		COMM SVCS- OFFICE SUPPLIES	
				054449	100-6200-6201-2301-0000-000	49.76
			211098482001		FIRE- CREDIT	
				054449	100-6090-6091-2300-0000-000	-10.68
			212190981001		W- OFFICE SUPPLIES	
				054449	521-8300-8300-2300-0000-000	279.68
			212283531001		ELEC- OFFICE SUPPLIES	
				054449	526-8000-8035-2301-0921-000	549.49
			213031326001		PD- OFFICE SUPPLIES	
				054449	100-6070-6071-2300-0000-000	213.59
			213518138001		ELEC- OFFICE SUPPLIES	
				054449	526-8000-8035-2301-0921-000	484.85
			213518463001		ELEC- OFFICE SUPPLIES	
				054449	526-8000-8035-2301-0921-000	100.20
			213518464001		ELEC- OFFICE SUPPLIES	
				054449	526-8000-8035-2301-0921-000	26.02
				054449	520-8000-8002-2300-0921-000	47.14
			213518465001		ELEC- OFFICE SUPPLIES	
				054449	526-8000-8035-2301-0921-000	14.72
			2141529		COMM SVCS- OFFICE SUPPLIES	
				054449	100-6200-6217-2301-0000-000	36.16
			214153506001		COMM SVCS- OFFICE SUPPLIES	
				054449	100-6200-6217-2301-0000-000	11.59
			214153507001		COMM SVCS- OFFICE SUPPLIES	
				054449	100-6200-6214-2301-0000-000	30.13
			216333771001		COMM SVCS- OFFICE SUPPLIES	
				054449	100-6200-6214-2301-0000-000	55.05
				054449	100-6200-6250-2302-0000-000	192.09
			216336827001		COMM SVCS- OFFICE SUPPLIES	
				054449	100-6200-6217-2301-0000-000	5.16
			218699282001		FIN- OFFICE SUPPLIES	
				054449	100-6040-6041-2300-0000-000	35.01
			218699593001		FIN- OFFICE SUPPLIES	
				054449	100-6040-6041-2300-0000-000	40.93

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174341	10/25/2018	045033 045033 OFFICE DEPOT	(Continued)		Total :	2,472.72
174342	10/25/2018	061508 OLIVER, MARGIE	1093746.015		COMM SVCS- REFUND BASKETBALL CAMP	
					100-6756-000	48.00
					Total :	48.00
174343	10/25/2018	046038 ORACLE AMERICA INC., ("SPL")	43948849		ELEC- ANNUAL MAINTENANCE	
				019272	520-8000-8001-2350-0923-000	17,127.62
					Total :	17,127.62
174344	10/25/2018	093581 O'REILLY AUTO PARTS	3177-127338		AUTOMOTIVE PARTS	
				054448	608-6150-8700-2210-8700-000	140.06
					Total :	140.06
174345	10/25/2018	094291 PARTS AUTHORITY METRO LLC	062-783102		AUTO- AUTO PARTS	
				019191	608-6150-8700-2210-6071-000	239.16
			062-799346		AUTO- AUTO PARTS	
				019191	608-6150-8700-2210-6071-000	251.78
					Total :	490.94
174346	10/25/2018	093060 PROTECTION ONE ALARM MONITORIN	60390036-10/18		BM- ALARM SERVICE CHARGE	
				018923	605-6150-6211-2250-6211-000	159.13
					Total :	159.13
174347	10/25/2018	014316 PRUDENTIAL OVERALL SUPPLY	22689876		ELEC- UNIFORM RENTAL SERVICES	
				054477	520-8000-8004-1170-0926-000	249.10
			22689877		ELEC- UNIFORM RENTAL SERVICES	
				054477	520-8000-8003-1170-0926-000	154.15
			22689882		ELEC- UNIFORM RENTAL SERVICES	
				054477	520-8000-8009-2225-0548-000	72.80
					Total :	476.05
174348	10/25/2018	034968 PUMP CHECK	7366		W- PUMP CHECK SERVICES	
				019194	521-8100-8101-2350-0000-000	695.00
					Total :	695.00
174349	10/25/2018	094285 RC FOSTER CORP.	01-18-080		WW- CENTRIFUGE PROJECT	
				018984	522-8200-8204-3890-0000-000	121,000.00

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174349	10/25/2018	094285 RC FOSTER CORP.	(Continued)			
					522-2460-000	-6,050.00
					Total :	**114,950.00**
174350	10/25/2018	093911 RIVERSIDE COUNTY DEPARTMENT OF	AN00000001431		ANIMAL SHELTER SERVICES	
				019355	100-6070-6071-2350-0000-000	13,422.25
			AN0000001396		PD- ANIMAL SHELTER SERVICES	
				019355	100-6070-6071-2350-0000-000	13,422.25
			AN000001362		PD- ANIMAL SHELTER SERVICES	
				019355	100-6070-6071-2350-0000-000	13,422.25
					Total :	**40,266.75**
174351	10/25/2018	047887 ROBLES, THOMAS	10/26/18		COMM SVCS- REIMBURSE FOR SUPPLIES	
					100-6200-6212-2301-0000-000	19.80
					Total :	**19.80**
174352	10/25/2018	049870 ROGERS, ADRIANNE	11/04-11/07/18		ELEC- PER DIEM (APPA CONF)	
					520-8000-8005-2280-0930-200	146.00
					Total :	**146.00**
174353	10/25/2018	092096 SAHARA AIR PRODUCTS	401907		ELEC- VARIOUS REPAIR PARTS	
				019060	520-8000-8009-2225-0548-000	1,118.77
					Total :	**1,118.77**
174354	10/25/2018	093193 SAMBA HOLDING	INV00101625		ST- DRIVER'S LICENSE CHECKS	
				019305	210-6150-6160-2350-0000-000	74.00
			INV00108125		ST- DRIVER'S LICENSE CHECKS	
				019305	210-6150-6160-2350-0000-000	74.00
					Total :	**148.00**
174355	10/25/2018	018335 SAN BERNARDINO ASSOCIATED GOVT	884-C11001-221777-23		CIP- LAUREL GRADE SEPERATION	
				013885	451-1103-6990-3890-0000-000	950.79
					Total :	**950.79**
174356	10/25/2018	094045 SITEONE LANDSCAPE SUPPLY, LLC	19018969		PARKS- LANDSCAPING SUPPLIES	
				018969	100-6150-6205-2301-0000-000	975.42
			86829113		PARKS- LANDSCAPING SUPPLIES	
				018969	100-6150-6205-2301-0000-000	920.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174356	10/25/2018	094045 SITEONE LANDSCAPE SUPPLY, LLC	(Continued)			
			86946185		PARKS- LANDSCAPING SUPPLIES	
				018969	100-6150-6205-2301-0000-000	154.44
					Total :	**2,050.69**
174357	10/25/2018	094045 SITEONE LANDSCAPE SUPPLY, LLC	86653413-001		W- LANDSCAPING SUPPLIES	
				054458	248-1916-6150-3890-0000-000	96.83
			88122937		W- LANDSCAPING SUPPLIES	
				054458	248-1916-6150-3890-0000-000	160.13
			88122944		ST- LANDSCAPING SUPPLIES	
				054458	248-1916-6150-3890-0000-000	318.11
			88130792		W- LANDSCAPING SUPPLIES	
				054458	248-1916-6150-3890-0000-000	236.84
					Total :	**811.91**
174358	10/25/2018	094114 SKILLS, INC.	3003		ELEC- RUBBER GLOVE TRAINING	
				019038	520-8000-8004-2350-0923-000	4,358.00
					Total :	**4,358.00**
174359	10/25/2018	000224 SMART AND FINAL IRIS CO	37221		C. CARE- GROCERY ITEMS	
				054459	206-7200-7203-2305-0000-000	48.11
			40410		C. CARE- GROCERY SUPPLIES	
				054459	206-7200-7203-2305-0000-000	188.37
			42221		C. CARE- GROCERY ITEMS	
				054459	206-7200-7203-2305-0000-000	112.35
					Total :	**348.83**
174360	10/25/2018	092670 SO CAL LOCKSMITH	39105		BM- LOCK PARTS AND SERVICES	
				054460	605-6150-6211-2250-6071-000	6.42
			39225		BM- LOCK PARTS AND SERVICES	
				054460	605-6150-6211-2250-6071-000	11.18
			39837		BM- LOCK PARTS AND SERVICES	
				054460	605-6150-6211-2250-6071-000	11.96
			40216		BM- LOCK PARTS AND SERVICES	
				054460	605-6150-6211-2250-6071-000	15.35
			41338		PARKS- LOCK PARTS AND SERVICES	
				054460	100-6150-6205-2301-0000-000	12.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174360	10/25/2018	092670 SO CAL LOCKSMITH	(Continued)			
			41351		PARKS- LOCK PARTS AND SERVICES	
				054460	100-6150-6205-2301-0000-000	11.18
			41459		PARKS- LOCK PARTS AND SERVICES	
				054460	100-6150-6205-2301-0000-000	21.53
			41599		BM- LOCK PARTS AND SERVICES	
				054460	605-6150-6211-2250-6071-000	5.66
			41771		ELEC- LOCK PARTS AND SERVICES	
				054460	520-8000-8001-2300-0921-000	16.05
			41883		COMM SVCS- LOCK PARTS AND SERVICES	
				054460	100-6200-6217-2301-0000-000	5.98
			60739		C. CARE- LOCK PARTS AND SERVICES	
				054460	206-7200-7203-2250-0000-000	155.22
			60924		BM- LOCK PARTS AND SERVICES	
				054460	605-6150-6211-2250-0000-000	244.58
					Total :	**517.95**
174361	10/25/2018	025294 SOUTH COAST AIR QUALITY	3330040		STORM W.- ANNUAL RENEWAL FEES	
					722-6150-8215-2241-0000-000	406.79
			3333707		STORM W- EMISSIONS FEES BILLING	
					722-6150-8215-2241-0000-000	131.79
			3336073		ANNUAL RENEWAL FEES	
					100-6150-6151-2241-0000-000	767.57
			3337818		PW- EMISSIONS FEES	
					100-6150-6151-2241-0000-000	131.79
					Total :	**1,437.94**
174362	10/25/2018	025294 SOUTH COAST AIR QUALITY	3336575		FIRE- AQMD FEES	
				019077	100-6090-6091-2241-0000-000	406.79
			3336576		FIRE- AQMD FEES	
				019077	100-6090-6091-2241-0000-000	406.79
			3340024		FIRE- AQMD FEES	
				019077	100-6090-6091-2241-0000-000	131.79
			3340025		FIRE- AQMD FEES	
				019077	100-6090-6091-2241-0000-000	131.79
					Total :	**1,077.16**

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174363	10/25/2018	000228 SOUTHERN CALIFORNIA EDISON	2-01-522-0296-0918		W- ELECTRIC SERVICE	
				054461	521-8100-8101-2320-0000-000	6,849.96
					Total :	**6,849.96**
174364	10/25/2018	000228 SOUTHERN CALIFORNIA EDISON	2-01-195-9400-10/18		ELEC- ELECTRICAL SERVICE	
				019228	520-8000-8001-2320-0930-200	170.24
					Total :	**170.24**
174365	10/25/2018	003758 SOUTHERN CALIFORNIA EDISON	2-20-147-0325-1018		ELEC- ELECTRIC SERVICE	
					520-8000-8006-2330-0555-700	6,795.49
			2-20-444-9151-10/18		ELEC- ELECTRIC SERVICE	
					520-8000-8006-2330-0555-700	297.12
			2-25-757-6884-1018		ELEC- ELECTRIC SERVICE	
					520-8000-8006-2330-0555-700	159.22
					Total :	**7,251.83**
174366	10/25/2018	003763 SOUTHERN CALIFORNIA EDISON	7500948243		ELEC- FIRM TRANSMISSION	
					520-8000-8006-2330-0555-700	18,480.00
					Total :	**18,480.00**
174367	10/25/2018	003181 SOUTHERN CALIFORNIA GAS CO	099-236-3108-0-1018		ELEC- NATURAL GAS TRANSMISSION	
					520-8000-8009-2321-0547-000	51.13
			116-145-3943-2-1018		BM- NATURAL GAS VEHICLES	
				054462	605-6150-6211-2320-0000-000	37.41
					Total :	**88.54**
174368	10/25/2018	093988 SPARKLING CLEAN CAR WASH INC.	295		PW- CAR WASH SERVICE SERVICES	
				054463	100-6150-6151-2300-0000-000	52.00
			297		ELEC- CAR WASH SERVICE	
				054463	606-6040-6044-2210-0000-000	10.00
				054463	520-8000-8003-2210-0933-000	31.00
			298		FIRE- CAR WASH SERVICE	
				054463	100-6090-6091-2210-0000-000	40.00
			300		PD- CAR WASH SERVICE	
				054463	100-6070-6071-2210-0000-000	1,040.00
					Total :	**1,173.00**

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174369	10/25/2018	000234 SQUIRES LUMBER COMPANY	2142		W-MAINTENANCE & CONSTRUCTION	
				054464	521-8100-8101-2301-0000-000	52.79
			2192		W-MAINTENANCE & CONSTRUCTION	
				054464	521-8100-8101-2301-0000-000	3.22
			2264		ELEC- MAINTENANCE MATERIAL	
				054464	520-8000-8003-2301-0921-000	103.38
			2266		W-MAINTENANCE & CONSTRUCTION	
				054464	521-8100-8101-2301-0000-000	113.42
			2280		ELEC- MAINTENANCE MATERIAL	
				054464	520-8000-8003-2301-0921-000	100.68
			2307		W-MAINTENANCE & CONSTRUCTION	
				054464	521-8100-8101-2301-0000-000	8.60
			2324		COMM SVCS- MAINTENANCE MATERIAL	
				054464	100-6200-6217-2301-0000-000	15.06
			371526		W-MAINTENANCE & CONSTRUCTION	
				054464	521-8100-8101-2301-0000-000	105.94
					Total :	**503.09**
174370	10/25/2018	000234 SQUIRES LUMBER COMPANY	1531		ST- MAINTENANCE MATERIAL	
				018963	210-6150-6160-2301-0000-000	3.43
			1532		ST- MAINTENANCE MATERIAL	
				018963	210-6150-6160-2301-0000-000	10.76
			1548		PARKS- MAINTENANCE MATERIAL	
				018943	100-6150-6205-2301-0000-000	7.53
			1578		ST- MAINTENANCE MATERIAL	
				018963	210-6150-6160-2301-0000-000	3.43
			1846		ST- MAINTENANCE MATERIAL	
				018963	210-6150-6160-2301-0000-000	61.40
			1865		ST- MAINTENANCE MATERIAL	
				018963	210-6150-6160-2301-0000-000	7.28
			1889		ST- MAINTENANCE MATERIAL	
				018963	210-6150-6160-2301-0000-000	13.89
			1894		ST- MAINTENANCE MATERIAL	
				018963	210-6150-6160-2301-0000-000	6.45
			1902		ST- MAINTENANCE MATERIAL	
				018963	210-6150-6160-2301-0000-000	8.61
			1973		ST- MAINTENANCE MATERIAL	

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174370	10/25/2018	000234 SQUIRES LUMBER COMPANY	(Continued)			
			2013	018963	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE MATERIAL	30.13
			2014	018943	100-6150-6205-2301-0000-000 ST- MAINTENANCE MATERIAL	20.46
			2053	018963	210-6150-6160-2301-0000-000 ST- MAINTENANCE MATERIAL	6.45
			2071	018963	210-6150-6160-2301-0000-000 ST- MAINTENANCE MATERIAL	17.77
			2075	018963	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE MATERIAL	12.92
			2084	018943	100-6150-6205-2301-0000-000 PARKS- MAINTENANCE MATERIAL	17.77
			2093	018943	100-6150-6205-2301-0000-000 PARKS- MAINTENANCE MATERIAL	10.76
			2107	018943	100-6150-6205-2301-0000-000 PARKS- MAINTENANCE MATERIAL	15.07
			2152	018943	100-6150-6205-2301-0000-000 ST- MAINTENANCE MATERIAL	9.26
			2216	018963	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE MATERIAL	2.68
			2249	018943	100-6150-6205-2301-0000-000 ST- MAINTENANCE MATERIAL	6.99
			2259	018963	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE MATERIAL	6.03
				018943	100-6150-6205-2301-0000-000	26.91
					Total :	**305.98**
174371	10/25/2018	cbc2569 SUNPOWER CORP SYSTEMS	02009301		CLOSING BILL CREDIT 520-2450-232	736.51
					Total :	**736.51**
174372	10/25/2018	059216 SUSAN SAXE-CLIFFORD, PH.D.	18-0618-4		PD- PSYCHOLOGICAL EVALUATION 100-6070-6071-2350-0000-000	450.00
					Total :	**450.00**
174373	10/25/2018	059071 SUTORUS, JESSICA	11/04-11/07/18		ELEC- PER DIEM (APPA CONF)	

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174373	10/25/2018	059071 SUTORUS, JESSICA	(Continued)			
					520-8000-8005-2280-0930-200	146.00
					Total :	**146.00**
174374	10/25/2018	061517 THAMBI, ALEXANDRA	REIMB LIVE SCAN		C. CARE- REIMBURSE FOR LIVE SCAN	
					206-7200-7202-2350-0000-000	26.00
					Total :	**26.00**
174375	10/25/2018	093146 TIME WARNER CABLE	0495412100118		I.S.- CABLE SERVICE	
				018845	606-6040-6044-2310-0000-000	638.10
					Total :	**638.10**
174376	10/25/2018	093879 TRIMAX SYSTEMS, INC.	109335		W- SCADA MAINTENANCE SERVICES	
				019262	521-8100-8101-2350-0000-000	480.00
				019262	522-8200-8200-2350-0000-000	480.00
					Total :	**960.00**
174377	10/25/2018	092083 ULTRA PRINTING	16183		PW- BUSINESS CARDS	
				054469	100-6150-6151-2301-0000-000	33.40
			16222		ELEC- BUSINESS CARDS	
				054469	520-8000-8001-2300-0921-000	33.40
					Total :	**66.80**
174378	10/25/2018	014681 UNDERGROUND SERVICE ALERT	920180159		ELEC- UNDERGROUND SERVICE ALER TS	
				019229	520-8000-8001-2350-0923-000	51.19
				019229	521-8100-8101-2301-0000-000	51.18
				019229	522-8200-8200-2301-0000-000	51.18
					Total :	**153.55**
174379	10/25/2018	092701 US AIR CONDITIONING DISTRIBTRS	4242		INV- AUTO PARTS	
				018885	100-1500-000	124.20
					100-1500-000	9.94
					Total :	**134.14**
174380	10/25/2018	021965 VALLEY ANIMAL HOSPITAL, INC	371731		PD- VETERINARY SERVICES	
				019139	100-6070-6071-2350-0000-000	100.00
					Total :	**100.00**

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174381	10/25/2018	093406 VERIZON WIRELESS	9815590302		ELEC- CELLULAR SERVICES	
				054471	520-8000-8001-2310-0930-200	456.12
					Total :	**456.12**
174382	10/25/2018	093660 VOHNE LICHE KENNELS, INC.	14868		PD- K-9/ HANDLER TRAINING	
				019141	100-6070-6071-1160-0000-000	350.00
			14957		PD- K-9/ HANDLER TRAINING	
				019141	100-6070-6071-1160-0000-000	350.00
					Total :	**700.00**
174383	10/25/2018	061507 VONG, MARIA	1093630.015		COMM SVCS- REFUND BASKETBALL CAMP	
					100-6756-000	60.00
					Total :	**60.00**
174384	10/25/2018	033501 VULCAN MATERIALS COMPANY	71921391		W- ASPHALT MATERIAL	
				018982	521-8100-8101-2301-0000-000	423.19
			71943600		ST- ASPHALT MATERIALS	
				018966	210-6150-6160-2301-0000-000	152.60
			71953352		ST- ASPHALT MATERIALS	
				018966	210-6150-6160-2301-0000-000	440.58
			71960944		ST- ASPHALT MATERIALS	
				018966	210-6150-6160-2301-0000-000	228.43
			71967907		ST- ASPHALT MATERIALS	
				018966	210-6150-6160-2301-0000-000	118.40
					Total :	**1,363.20**
174385	10/25/2018	092064 WALTER'S WHOLESALE ELECTRIC	S111200118.001		ELEC- MAINTENANCE SUPPLIES	
				054473	520-8000-8003-2255-0592-100	259.37
			S111463878.001		BM- MAINTENANCE SUPPLIES	
				054473	605-6150-6211-2250-6211-000	134.14
					Total :	**393.51**
174386	10/25/2018	000188 WAXIE	77688087		BM- JANITORIAL SUPPLIES	
				054474	605-6150-6211-2250-6211-000	437.07
					Total :	**437.07**
174387	10/25/2018	000750 WESCO DISTRIBUTION INC	835939		ELEC- HARDWARE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174387	10/25/2018	000750 WESCO DISTRIBUTION INC	(Continued)			
				019284	520-1500-154	672.00
					520-1500-154	52.08
			859889		ELEC- HARDWARE SUPPLIES	
				019284	520-1500-154	195.00
					520-1500-154	15.11
			861782		ELEC- HARDWARE SUPPLIES	
				019326	520-1500-154	680.35
					520-1500-154	52.73
					Total :	**1,667.27**
174388	10/25/2018	045690 WIRZ & COMPANY PRINTING	100590		W- VARIOUS PRINTING PROJECTS	
				019198	521-8100-8110-2341-0000-000	81.35
					Total :	**81.35**
1058000	10/10/2018	035929 BANK OF AMERICA	STATE 10/11/18		STATE TAXES	
					762-2010-000	46,506.00
					Total :	**46,506.00**
1435190	10/11/2018	094033 NORTHSTAR CHEMICAL, LLC	130328		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	316.12
			130329		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	940.51
			130330		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	310.39
			130636		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	761.13
			130637		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	359.00
			130638		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	1,062.05
			130639		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	564.68
			130775		W- CHEMICAL SUPPLIES	
				018910	522-8200-8200-2255-0000-000	1,688.44
			131312		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	830.32

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1435190	10/11/2018	094033 NORTHSTAR CHEMICAL, LLC	(Continued)			
			131313		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	514.20
			131314		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	738.57
			131315		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	486.15
			131316		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	373.96
			131317		W- CHEMICAL SUPPLIES	
				018910	521-8100-8101-2308-0000-000	532.89
					Total :	9,478.41
1926100	10/17/2018	093712 SIEMENS INDUSTRY INC.	5610101629		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	4,165.00
			5610110978		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	4,165.00
			5610112661		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	4,165.00
			5610134401		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	4,165.00
			5620016653		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	3,531.53
			5620018433		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	1,628.27
			5620018916		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	12,706.74
			5620020234		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	14,600.95
			5620020326		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	5,357.46
			5620020805		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	8,840.40
			5620021380		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	12,410.26
			5620021947		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	2,497.75

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1926100	10/17/2018	093712 SIEMENS INDUSTRY INC.	(Continued)			
			5620022222		ST- TRAFFIC SIGNAL MAINT.	
				019261	210-6150-6160-2460-0000-000	3,344.41
					Total :	**81,577.77**
2357600	10/3/2018	059710 NEOPOST USA, INC	8011073- 10/03/18		C. CLERK- POSTAGE FOR METER	
					100-6010-6010-2404-0000-000	5,000.00
					Total :	**5,000.00**
2590303	10/17/2018	047215 CALIFORNIA DEPARTMENT OF	Q3 2018 SALES TAX		SALES TAX RETURN	
					762-2210-000	1,594.00
					Total :	**1,594.00**
6632200	10/16/2018	035929 BANK OF AMERICA	10/16/18-FEDERAL-SUP		FEDERAL TAXES	
					762-2200-000	1,057.13
					Total :	**1,057.13**
6633100	10/16/2018	035929 BANK OF AMERICA	10/16/18-STATE- SUP		STATE TAXES	
					762-2010-000	239.20
					Total :	**239.20**
8210200	10/11/2018	046969 NORESCO	33709		ELEC- O & M SERVICES - AGUA MANSA	
					520-8000-8009-2225-0548-000	155,098.50
					Total :	**155,098.50**
8210300	10/11/2018	003754 SO CALIF PUBLIC POWER AUTH	SJ 1018		ELEC- MONTHLY POWER COSTS	
					520-8000-8006-2330-0555-300	1,911.00
					Total :	**1,911.00**
11622640	10/22/2018	000214 PERS-PAYROLL REPORT	09/07/18- 70		RETIREMENT CONTRIBUTION	
					762-2080-000	396.58
					Total :	**396.58**
11773170	10/3/2018	000214 PERS-PAYROLL REPORT	01/29/18-#2177-26038		RETIREMENT CONTRIBUTION	
					762-2080-000	143.54
					Total :	**143.54**
11773180	10/3/2018	000214 PERS-PAYROLL REPORT	01/29/18-#2177-25057		RETIREMENT CONTRIBUTION	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
11773180	10/3/2018	000214 PERS-PAYROLL REPORT	(Continued)				
					762-2080-000		634.22
						Total :	**634.22**
11773190	10/3/2018	000214 PERS-PAYROLL REPORT	01/29/18-#2177-25056		RETIREMENT CONTRIBUTION		
					762-2080-000		315.46
						Total :	**315.46**
11773200	10/3/2018	000214 PERS-PAYROLL REPORT	01/29/18-#2177- 69		RETIREMENT CONTRIBUTION		
					762-2080-000		297.19
						Total :	**297.19**
11773210	10/3/2018	000214 PERS-PAYROLL REPORT	01/29/18- #2177-68		RETIREMENT CONTRIBUTION		
					762-2080-000		37.74
						Total :	**37.74**
11778920	10/4/2018	000214 PERS-PAYROLL REPORT	09/22/18- 26038		RETIREMENT CONTRIBUTION		
					762-2080-000		305.32
						Total :	**305.32**
11778930	10/4/2018	000214 PERS-PAYROLL REPORT	09/22/18- 25057		RETIREMENT CONTRIBUTION		
					762-2080-000		26.58
						Total :	**26.58**
11778940	10/4/2018	000214 PERS-PAYROLL REPORT	09/22/18- 15026		RETIREMENT CONTRIBUTION		
					762-2080-000		427.80
						Total :	**427.80**
11778950	10/4/2018	000214 PERS-PAYROLL REPORT	09/22/18- 15025		RETIREMENT CONTRIBUTION		
					762-2080-000		62.47
						Total :	**62.47**
11778960	10/4/2018	000214 PERS-PAYROLL REPORT	09/22/18-70		RETIREMENT CONTRIBUTION		
					762-2080-000		2,057.50
						Total :	**2,057.50**
11778970	10/4/2018	000214 PERS-PAYROLL REPORT	09/22/18- 68		RETIREMENT CONTRIBUTION		
					762-2080-000		1,284.54

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11778970	10/4/2018	000214 000214 PERS-PAYROLL REPORT	(Continued)		Total :	1,284.54
11789380	10/9/2018	003672 CALIFORNIA PUBLIC EMPLOYEES'	OCT 18		HEALTH PREMIUMS	
					762-2020-000	204,214.03
					100-6030-6030-2380-0000-000	469.69
					100-6030-6030-1150-0000-000	22,353.50
					100-6030-6030-2380-0000-000	256.02
					Total :	227,293.24
11797200	10/8/2018	000214 PERS-PAYROLL REPORT	10/05/18- 26038		RETIREMENT CONTRIBUTION	
					762-2080-000	376.08
					Total :	376.08
11797210	10/8/2018	000214 PERS-PAYROLL REPORT	10/05/18- 25056		RETIREMENT CONTRIBUTION	
					762-2080-000	973.02
					Total :	973.02
11797220	10/8/2018	000214 PERS-PAYROLL REPORT	10/05/18- 15026		RETIREMENT CONTRIBUTION	
					762-2080-000	191.87
					Total :	191.87
11797230	10/8/2018	000214 PERS-PAYROLL REPORT	10/05/18- 68		RETIREMENT CONTRIBUTION	
					762-2210-000	1,688.59
					Total :	1,688.59
11814930	10/10/2018	003893 ING	PP 10/11/18		457 DEF COMP & LOAN PAYMENT	
					762-2040-000	11,736.03
					762-2045-000	601.83
					Total :	12,337.86
11852320	10/16/2018	000214 PERS-PAYROLL REPORT	09/27/18- 26038		RETIREMENT CONTRIBUTION	
					762-2080-000	22,303.61
					Total :	22,303.61
11852330	10/16/2018	000214 PERS-PAYROLL REPORT	09/27/18- 25057		RETIREMENT CONTRIBUTION	
					762-2080-000	15,970.65
					Total :	15,970.65

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11852340	10/16/2018	000214 PERS-PAYROLL REPORT	09/27/18- 25056		RETIREMENT CONTRIBUTION 762-2080-000	13,435.56
					Total :	13,435.56
11852350	10/16/2018	000214 PERS-PAYROLL REPORT	09/27/18- 15026		RETIREMENT CONTRIBUTION 762-2080-000	7,686.27
					Total :	7,686.27
11852360	10/16/2018	000214 PERS-PAYROLL REPORT	09/27/18- 15025		RETIREMENT CONTRIBUTION 762-2080-000	2,877.84
					Total :	2,877.84
11852370	10/16/2018	000214 PERS-PAYROLL REPORT	09/27/18- 70		RETIREMENT CONTRIBUTION 762-2080-000	39,959.53
					Total :	39,959.53
11852380	10/16/2018	000214 PERS-PAYROLL REPORT	09/27/18- 69		RETIREMENT CONTRIBUTION 762-2080-000	25,480.75
					Total :	25,480.75
11852390	10/16/2018	000214 PERS-PAYROLL REPORT	09/27/18- 68		RETIREMENT CONTRIBUTION 762-2080-000	66,945.39
					Total :	66,945.39
11858440	10/17/2018	000214 PERS-PAYROLL REPORT	10/11/18- 26038		RETIREMENT CONTRIBUTION 762-2080-000	22,351.69
					Total :	22,351.69
11858450	10/17/2018	000214 PERS-PAYROLL REPORT	10/11/18- 25057		RETIREMENT CONTRIBUTION 762-2080-000	15,948.37
					Total :	15,948.37
11858460	10/17/2018	000214 PERS-PAYROLL REPORT	10/11/18- 25056		RETIREMENT CONTRIBUTION 762-2080-000	13,620.70
					Total :	13,620.70
11858470	10/17/2018	000214 PERS-PAYROLL REPORT	10/11/18- 15026		RETIREMENT CONTRIBUTION 762-2080-000	7,686.27

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11858470	10/17/2018	000214 000214 PERS-PAYROLL REPORT	(Continued)		**Total :**	**7,686.27**
11858480	10/17/2018	000214 PERS-PAYROLL REPORT	10/11/18- 15025		RETIREMENT CONTRIBUTION	
					762-2080-000	2,877.84
					Total :	**2,877.84**
11867090	10/18/2018	000214 PERS-PAYROLL REPORT	#2185/2189- 25056		RETIREMENT CONTIBUTION	
					762-2080-000	1,094.25
					Total :	**1,094.25**
11867100	10/18/2018	000214 PERS-PAYROLL REPORT	#2185/2189- 68		RETIREMENT CONTIBUTION	
					762-2080-000	594.07
					Total :	**594.07**
11868240	10/18/2018	000214 PERS-PAYROLL REPORT	04/26/18-#2190-25057		RETIREMENT CONTRIBUTION	
					762-2080-000	234.91
					Total :	**234.91**
11868250	10/18/2018	000214 PERS-PAYROLL REPORT	04/26/18- #2190-70		RETIREMENT CONTIBUTION	
					762-2080-000	739.79
					Total :	**739.79**
11868260	10/18/2018	000214 PERS-PAYROLL REPORT	04/26/18-#2190-68		RETIREMENT CONTIBUTION	
					762-2080-000	433.57
					Total :	**433.57**
11868280	10/18/2018	000214 PERS-PAYROLL REPORT	4/26/18-#2190-26038		RETIREMENT CONTRIBUTION	
					762-2080-000	167.04
					Total :	**167.04**
12118674	10/4/2018	048436 COLTON PUBLIC UTILITIES	12118674		W- TIME OF USE BILLS (WELLS)	
					521-8100-8101-2320-0000-000	153,721.88
					Total :	**153,721.88**
39742512	10/1/2018	058819 CALIFORNIA INDEPENDENT	2018092531-39742512		ELECTRIC TRANSMISSION SERVICE	
					520-8000-8006-2330-0555-710	3,491.97
					520-7907-000	-906.35

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
39742512	10/1/2018	058819 058819 CALIFORNIA INDEPENDENT	(Continued)		**Total :**	**2,585.62**
66571011	10/10/2018	003772 STATE OF CALIFORNIA	PP 10/11/18		CHILD SUPPORT PAYMENTS	
					762-2150-000	2,771.63
					Total :	**2,771.63**
117340600	10/1/2018	003893 ING	PP 09/27/18		457 DEF COMP & LOAN PAYMENT	
					762-2040-000	11,947.95
					762-2045-000	601.83
					Total :	**12,549.78**
400312547	10/4/2018	058819 CALIFORNIA INDEPENDENT	2018100232-39843140		ELECTRIC TRANSMISSION SERVICE	
					520-8000-8006-2330-0555-710	407,197.05
					520-7907-000	-134,276.90
					Total :	**272,920.15**

181 Vouchers for bank code : boa

Bank total : **2,107,494.92**

181 Vouchers in this report

Total vouchers : **2,107,494.92**

Stacey Dabbs
Finance Director

Aurelio De La Torre
City Treasurer

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/11/2018 to 8/24/2018

CHECK_NO	ACTIVITY ID		PAYMENT	
City Council				
131580	6000		1,429.02	
131581	6000		267.24	
131582	6000		282.01	
131583	6000		267.24	
131584	6000		267.24	
131585	6000		282.01	
939807	6000		237.17	
939808	6000		282.01	
		Subtotal	**3,313.94**	
City Clerk				
131586	6010		268.36	
131587	6010		1,624.74	
131588	6010		1,312.50	
		Subtotal	**3,205.60**	
City Manager				
131589	6020		2,593.23	
131590	6020		2,098.44	
131591	6020		2,982.45	
131592	6020		4,885.49	Regular Salary
		Subtotal	**12,559.61**	
Human Resources				
131593	6030		1,841.22	
131594	6030		299.00	
131595	6030		1,934.10	
131596	6030		4,406.26	Regular Salary
		Subtotal	**8,480.58**	
Finance				
131597	6040		3,997.80	Regular Salary
131598	6040		1,282.46	
131599	6040		1,347.84	
131600	6040		1,574.32	
131601	6040		3,170.61	Regular Salary
131602	6040		1,770.53	
131603	6040		1,405.68	
131604	6040		1,296.50	
131605	6040		1,549.64	
131606	6040		1,402.14	
131607	6040		1,187.84	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/11/2018 to 8/24/2018

CHECK_NO	ACTIVITY ID		PAYMENT	
131608	6040		1,678.86	
131609	6040		1,639.23	
131610	6040		1,183.74	
131611	6040		1,867.18	
131612	6040		1,492.27	
131613	6040		1,313.45	
131614	6040		1,315.90	
131615	6040		1,461.75	
939784	6040		1,321.07	Retro Merit
939785	6040		245.38	Retro Merit
939786	6040		3,425.54	Retro Merit
131616	6040		2,866.44	
131908	6040		1,572.96	
131909	6040		1,575.87	
131910	6040		1,527.26	
131911	6040		2,267.21	
131912	6040		1,837.07	
131913	6040		3,677.97	
939799	6040		591.60	Retro Merit
		Subtotal	**52,846.11**	
City Treasurer				
131617	6060		978.05	
		Subtotal	**978.05**	
Police				
131618	6070		394.28	
131619	6070		1,504.44	
131620	6070		2,052.45	
131621	6070		1,747.55	
131622	6070		1,894.07	
131623	6070		1,642.56	
131624	6070		1,288.72	
131625	6070		2,034.79	
131626	6070		2,387.18	
131627	6070		2,159.08	
131628	6070		4,043.45	Regular Salary/OT
131629	6070		1,995.69	
131630	6070		2,709.02	
131631	6070		3,104.35	
131632	6070		5,059.41	Regular Salary/OT
131633	6070		611.69	
131634	6070		2,994.06	
131635	6070		3,728.97	
131636	6070		3,192.11	
131637	6070		1,259.74	
131638	6070		4,540.78	Regular Salary
131639	6070		1,903.68	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/11/2018 to 8/24/2018

CHECK_NO	ACTIVITY ID	PAYMENT	
131640	6070	2,454.37	
131641	6070	6,463.81	Regular Salary/OT
131642	6070	1,989.51	
131643	6070	1,931.90	
131644	6070	1,248.11	
131645	6070	351.61	
131646	6070	1,887.76	
131647	6070	4,081.87	Regular Salary/OT
131648	6070	1,416.14	
131649	6070	3,121.07	
131650	6070	4,163.20	Regular Salary/OT
131651	6070	491.36	
131652	6070	2,863.08	
131653	6070	1,881.08	
131654	6070	6,080.01	Regular Salary/OT
131655	6070	1,800.43	
131656	6070	3,577.06	
131657	6070	4,870.10	Regular Salary/OT
131658	6070	536.32	
131659	6070	2,160.86	
131660	6070	3,457.11	
131661	6070	2,573.05	
131662	6070	2,181.59	
131663	6070	2,844.71	
131664	6070	3,144.77	
131665	6070	1,692.48	
131666	6070	2,283.33	
131667	6070	4,148.86	Regular Salary/OT
131668	6070	2,310.66	
131669	6070	653.51	
131670	6070	1,310.64	
131671	6070	4,419.39	Regular Salary/OT
131672	6070	4,526.08	Regular Salary/OT
131673	6070	1,520.19	
131674	6070	1,342.07	
131675	6070	1,945.90	
131676	6070	1,520.58	
131677	6070	1,844.87	
131678	6070	2,203.15	
131679	6070	2,032.60	
131680	6070	5,219.39	Regular Salary
131681	6070	1,835.78	
131682	6070	3,679.50	
131683	6070	1,261.08	
131684	6070	772.43	
131685	6070	2,811.23	
131686	6070	2,430.66	
131687	6070	2,511.52	
131688	6070	2,033.90	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/11/2018 to 8/24/2018

CHECK_NO	ACTIVITY ID	PAYMENT	
131689	6070	1,441.60	
131690	6070	4,049.44	Regular Salary/OT
131691	6070	4,235.40	Regular Salary/OT
131692	6070	1,012.40	
131693	6070	4,680.90	Regular Salary/OT
131694	6070	2,704.66	
131695	6070	1,705.06	
131696	6070	2,940.83	
131697	6070	4,092.09	Regular Salary/OT
131698	6070	2,908.98	
131699	6070	2,347.82	
131700	6070	2,023.00	
131701	6070	3,869.14	
131702	6070	2,991.42	
131703	6070	3,803.28	
939787	6070	685.16	Retro Merit
939788	6070	835.17	Retro Merit
939789	6070	730.59	Retro Merit
939790	6070	932.13	Retro Merit
939809	6070	567.05	Retro Merit
	Subtotal	**224,684.87**	

Fire

131704	6090	8,310.58	Regular Salary/OT
131705	6090	4,080.11	Regular Salary/Staffing
131706	6090	3,802.47	
131707	6090	7,170.03	Regular Salary/Staffing
131708	6090	3,045.81	
131709	6090	4,487.10	Regular Salary/Staffing
131710	6090	2,928.00	
131711	6090	2,727.10	
131712	6090	3,404.19	
131713	6090	11,955.43	Regular Salary/OT
131714	6090	2,140.60	
131715	6090	4,388.30	Regular Salary
131716	6090	2,977.19	
131717	6090	4,665.75	Regular Salary/Staffing
131718	6090	3,355.48	
131719	6090	3,424.07	
131720	6090	4,216.14	Regular Salary/Staffing
131721	6090	2,955.00	
131722	6090	4,168.83	Regular Salary/Staffing
131723	6090	5,073.19	Regular Salary/Staffing
131724	6090	16,907.50	Regular Salary/OT
131725	6090	6,890.12	Regular Salary/Staffing
131726	6090	3,020.01	
131727	6090	4,859.67	Regular Salary/OT
131728	6090	2,033.80	
131729	6090	2,031.88	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/11/2018 to 8/24/2018

CHECK NO	ACTIVITY ID	PAYMENT	
131730	6090	6,316.75	Regular Salary/Staffing
131731	6090	3,714.12	
131732	6090	4,046.30	Regular Salary/Staffing
131733	6090	8,340.84	Regular Salary/Staffing
131734	6090	5,637.49	Regular Salary/Staffing
131735	6090	3,931.50	
131736	6090	2,573.28	
131737	6090	6,428.98	Regular Salary/Staffing
131738	6090	15,935.01	Regular Salary/OT
131739	6090	3,224.22	
131740	6090	12,878.60	Regular Salary/OT
939791	6090	496.93	Retro Merit
939792	6090	68.70	Retro Merit
939800	6090	1,333.78	Leave Cashout
939810	6090	1,731.88	Leave Cashout
131741	6090	3,174.95	
939793	6090	1,642.04	Retro Merit
	Subtotal	**206,493.72**	

Public Works

131742	6150	1,377.30	
131743	6150	1,401.99	
131744	6150	1,915.40	
131745	6150	1,152.34	
939811	6150	1,740.23	
939812	6150	1,278.86	
939813	6150	1,505.42	
131746	6150	1,522.47	
131747	6150	1,596.61	
131748	6150	3,858.38	Regular Salary
939801	6150	343.50	
939814	6150	4,727.25	Regular Salary/Leave Cashout
939815	6150	1,430.09	
131749	6150	1,775.18	
131750	6150	437.67	
131751	6150	1,131.39	
131752	6150	1,138.27	
131753	6150	2,427.71	
131754	6150	4,041.10	Regular Salary/OT
131755	6150	1,261.84	
131756	6150	1,988.66	
939816	6150	1,453.04	
939817	6150	1,533.32	
131914	6150	2,317.62	
939848	6150	1,671.49	
131915	6150	2,883.66	
	Subtotal	**47,910.79**	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/11/2018 to 8/24/2018

CHECK NO	ACTIVITY ID	PAYMENT	
Community Services			
131757	6200	520.67	
131758	6200	517.91	
131759	6200	399.04	
131760	6200	283.49	
131761	6200	525.83	
131762	6200	246.57	
131763	6200	557.28	
131764	6200	354.27	
131765	6200	62.15	
131766	6200	3,372.52	Regular Salary
131767	6200	1,750.56	
131768	6200	327.98	
131769	6200	300.59	
131770	6200	635.27	
131771	6200	475.70	
131772	6200	369.01	
131773	6200	163.99	
131774	6200	496.02	
131775	6200	628.01	
131776	6200	306.09	
131777	6200	827.11	
131778	6200	1,545.36	
131779	6200	99.60	
131780	6200	186.96	
131781	6200	508.26	
131782	6200	64.65	
131783	6200	156.47	
131784	6200	1,648.01	
131785	6200	1,587.46	
131786	6200	192.04	
131787	6200	214.31	
131788	6200	321.35	
131789	6200	751.99	
131790	6200	404.08	
131791	6200	104.58	
131792	6200	704.16	
131793	6200	304.84	
131794	6200	376.90	
131795	6200	197.12	
131796	6200	526.09	
131797	6200	1,605.05	
131798	6200	646.33	
131799	6200	2,497.36	
131800	6200	660.50	
131801	6200	3,034.52	
131802	6200	200.59	
939818	6200	92.13	
939819	6200	638.72	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/11/2018 to 8/24/2018

CHECK_NO	ACTIVITY ID	PAYMENT	
939820	6200	349.26	
939821	6200	375.65	
939822	6200	82.17	
939823	6200	161.88	
939824	6200	181.75	
939825	6200	167.78	
939826	6200	214.15	
939827	6200	91.59	
939828	6200	243.17	
939829	6200	333.64	
939830	6200	24.25	
939831	6200	388.36	
939832	6200	676.68	
939833	6200	251.36	
939834	6200	333.36	
131803	6200	137.55	
131804	6200	117.78	
939835	6200	101.36	
939836	6200	22.78	
939837	6200	98.61	
939838	6200	287.61	
939839	6200	113.92	
	Subtotal	**37,144.15**	
Library			
131805	6250	639.24	
131806	6250	756.39	
131807	6250	648.60	
131808	6250	725.97	
131809	6250	550.49	
131810	6250	313.93	
131811	6250	2,153.44	Regular Salary
131812	6250	417.57	
131813	6250	905.26	
131814	6250	770.12	
	Subtotal	**7,881.01**	
Development Services			
131815	6300	1,760.07	
131816	6300	2,354.28	
131817	6300	1,302.53	
131818	6300	2,567.90	
131819	6300	0.00	
131820	6300	4,841.74	Regular Salary
131821	6300	3,254.83	
131822	6300	3,516.30	
131823	6300	1,764.96	
	Subtotal	**21,362.61**	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/11/2018 to 8/24/2018

CHECK NO	ACTIVITY ID	PAYMENT	
Child Care			
131824	7200	263.98	
131825	7200	339.38	
131826	7200	1,278.45	
131827	7200	892.16	
131828	7200	364.78	
131829	7200	1,607.22	
131830	7200	2,564.25	Regular Salary
939840	7200	602.47	
939841	7200	53.72	
939842	7200	599.39	
131831	7200	788.60	
131832	7200	836.56	
131833	7200	780.80	
131834	7200	743.62	
	Subtotal	**11,715.38**	
Electric			
131835	8000	863.58	
131836	8000	3,938.06	
131837	8000	3,585.65	
131838	8000	3,851.53	
131839	8000	4,107.05	Regular Salary/OT
131840	8000	3,309.48	
131841	8000	1,435.16	
131842	8000	6,319.44	Regular Salary/OT
131843	8000	4,482.11	Regular Salary/OT
131844	8000	2,290.43	
131845	8000	1,989.09	
131846	8000	1,804.37	
131847	8000	4,245.72	Regular Salary/OT
131848	8000	4,046.29	Regular Salary/OT
131849	8000	3,438.62	
131850	8000	2,323.07	
131851	8000	4,184.85	Regular Salary/OT
131852	8000	0.00	
131853	8000	2,204.75	
131854	8000	2,801.88	
131855	8000	2,252.98	
131856	8000	2,236.22	
131857	8000	4,465.52	Regular Salary/OT
131858	8000	2,146.32	
131897	8000	2,231.16	
939794	8000	1,355.08	
939802	8000	197.10	Boot Allowarnce
939803	8000	197.10	Boot Allowarnce

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/11/2018 to 8/24/2018

CHECK NO	ACTIVITY ID	PAYMENT	
939843	8000	3,459.45	
939844	8000	4,766.83	Regular Salary/OT
939845	8000	4,054.48	Regular Salary/OT
939846	8000	4,489.51	Regular Salary/OT
131859	8000	4,804.92	Regular Salary
131860	8000	1,236.81	
131888	8000	515.63	
131861	8000	3,041.87	
131862	8000	2,231.25	
131863	8000	2,028.78	
131864	8000	2,105.23	
131579	8000	9,212.16	Regular Salary/Leave Cashout
131865	8000	2,982.43	
131866	8000	2,766.26	
131867	8000	4,872.88	Regular Salary/OT
131868	8000	3,105.41	
131869	8000	2,890.03	
939795	8000	3,518.13	Retro Merit
939796	8000	588.17	Retro Merit
939797	8000	1,212.63	Retro Merit
131870	8000	1,230.25	
	Subtotal	**141,415.72**	

Water Utility

131871	8100	2,925.02	
131872	8100	2,109.81	
131873	8100	2,335.83	
131874	8100	2,438.86	
131875	8100	2,283.76	
131876	8100	2,846.12	
131877	8100	2,406.66	
131878	8100	4,068.19	Regular Salary/OT
131879	8100	2,306.66	
131880	8100	2,063.59	
131881	8100	2,667.75	
131882	8100	2,091.84	
131883	8100	867.34	
939804	8100	473.14	
939805	8100	295.36	
939847	8100	3,112.28	
	Subtotal	**35,292.21**	

Wastewater Utility & Storm Water

131891	8200	2,530.47	
131892	8200	1,535.93	
131893	8200	2,447.65	
131894	8200	808.73	
131895	8200	2,493.90	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/11/2018 to 8/24/2018

CHECK NO	ACTIVITY ID		PAYMENT	
131896	8200		1,753.82	
131898	8200		1,776.62	
131899	8200		1,432.92	
131900	8200		2,312.72	
131901	8200		1,594.88	
131902	8200		2,100.02	
131903	8200		2,950.96	
131904	8200		1,745.67	
131905	8200		2,083.45	
131906	8200		1,764.51	
131907	8200		2,670.08	
939806	8200		2,006.52	Retro Merit
		Subtotal	**34,008.85**	

Wastewater Administration

131884	8300		1,563.83	
131885	8300		13,519.05	Regular Salary/Leave Cashout
131886	8300		3,032.36	
131887	8300		1,023.94	
131889	8300		2,640.80	
131890	8300		2,600.11	
939798	8300		240.84	
		Subtotal	**24,620.93**	

Grand Total **873,914.13**

Stacey Dabbs, Finance Director

Aurelio De La Torre, Treasurer

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/25/2018 to 9/7/2018

CHECK NO	ACTIVITY ID		PAYMENT	
City Council				
131918	6000		1,583.96	
131919	6000		258.79	
131920	6000		272.54	
131921	6000		197.25	
131922	6000		258.95	
131923	6000		273.11	
939855	6000		7.42	
939869	6000		224.77	
939870	6000		273.87	
		Subtotal	**3,350.66**	
City Clerk				
131924	6010		722.20	
131925	6010		2,048.57	Regular Salary
131926	6010		1,275.77	
		Subtotal	**4,046.54**	
City Manager				
131927	6020		2,758.15	
131928	6020		2,301.17	
131929	6020		3,336.21	
131930	6020		4,761.96	Regular Salary
		Subtotal	**13,157.49**	
Human Resources				
131931	6030		2,205.99	
131932	6030		408.25	
131933	6030		1,930.47	
131934	6030		4,074.72	Regular Salary
		Subtotal	**8,619.43**	
Finance				
131935	6040		3,828.95	Regular Salary
131936	6040		1,398.30	
131937	6040		1,572.94	
131938	6040		1,435.70	
131939	6040		3,770.65	Regular Salary
131940	6040		1,265.60	
131941	6040		1,719.25	
131942	6040		1,657.02	
131943	6040		1,458.05	
131944	6040		1,850.69	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/25/2018 to 9/7/2018

CHECK NO	ACTIVITY ID	PAYMENT	
131945	6040	1,392.75	
131946	6040	1,774.03	
131947	6040	1,844.05	
131948	6040	1,608.37	
131949	6040	2,110.11	
131950	6040	1,388.88	
131951	6040	1,698.59	
131952	6040	1,476.59	
131953	6040	1,376.63	
131954	6040	2,848.96	
132248	6040	1,875.88	
132249	6040	1,900.73	
132250	6040	1,666.40	
132251	6040	2,361.85	
132252	6040	1,996.07	
132253	6040	2,872.62	
	Subtotal	**50,149.66**	
City Treasurer			
131955	6060	1,358.85	
	Subtotal	**1,358.85**	
Police			
131956	6070	1,916.37	
131957	6070	1,992.45	
131958	6070	2,046.47	
131959	6070	2,492.47	
131960	6070	2,168.88	
131961	6070	1,051.47	
131962	6070	3,174.07	
131963	6070	2,154.51	
131964	6070	2,253.64	
131965	6070	4,596.36	Regular Salary/OT
131966	6070	1,902.96	
131967	6070	2,686.60	
131968	6070	2,887.06	
131969	6070	4,101.56	Regular Salary/OT
131970	6070	346.92	
131971	6070	3,033.03	
131972	6070	2,912.07	
131973	6070	3,028.73	
131974	6070	1,390.88	
131975	6070	4,100.40	Regular Salary
131976	6070	2,129.76	
131977	6070	1,708.19	
131978	6070	4,747.63	Regular Salary/OT
131979	6070	2,414.41	
131980	6070	2,799.74	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/25/2018 to 9/7/2018

CHECK NO	ACTIVITY ID	PAYMENT	
131981	6070	1,659.19	
131982	6070	267.26	
131983	6070	1,982.17	
131984	6070	4,448.20	Regular Salary/OT
131985	6070	1,804.82	
131986	6070	2,893.57	
131987	6070	4,153.09	Regular Salary/OT
131988	6070	491.36	
131989	6070	3,611.61	
131990	6070	1,774.45	
131991	6070	5,451.91	Regular Salary/OT
131992	6070	1,859.90	
131993	6070	3,103.36	
131994	6070	4,763.58	Regular Salary/OT
131995	6070	966.86	
131996	6070	2,163.30	
131997	6070	3,620.19	
131998	6070	2,162.37	
131999	6070	1,677.40	
132000	6070	3,303.21	
132001	6070	3,085.05	
132002	6070	1,822.63	
132003	6070	2,385.58	
132004	6070	3,707.13	
132005	6070	3,168.92	
132006	6070	437.85	
132007	6070	1,458.63	
132008	6070	4,321.01	Regular Salary/OT
132009	6070	3,269.75	
132010	6070	1,820.78	
132011	6070	1,470.43	
132012	6070	2,649.10	
132013	6070	1,906.74	
132014	6070	1,914.27	
132015	6070	2,273.39	
132016	6070	2,216.31	
132017	6070	5,002.33	Regular Salary
132018	6070	2,273.66	
132019	6070	3,172.77	
132020	6070	1,669.15	
132021	6070	563.45	
132022	6070	2,252.98	
132023	6070	2,505.81	
132024	6070	2,291.31	
132025	6070	2,213.50	
132026	6070	1,118.66	
132027	6070	3,842.87	
132028	6070	3,050.84	
132029	6070	773.04	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/25/2018 to 9/7/2018

CHECK_NO	ACTIVITY ID	PAYMENT	
132030	6070	3,173.85	
132031	6070	3,084.39	
132032	6070	1,959.09	
132033	6070	2,574.59	
132034	6070	4,389.53	Regular Salary/OT
132035	6070	3,129.83	
132036	6070	2,096.76	
132037	6070	1,929.35	
132038	6070	3,781.60	
132039	6070	3,104.27	
132040	6070	3,125.87	
939852	6070	5,730.46	Retro Merit
939856	6070	60.71	
939857	6070	114.98	
939858	6070	128.65	
939859	6070	359.28	
939860	6070	190.83	
939861	6070	665.82	
939871	6070	389.10	
	Subtotal	**224,821.33**	

Fire

132041	6090	4,028.29	Regular Salary/Staffing
132042	6090	2,808.65	
132043	6090	4,344.71	Regular Salary/Staffing
132044	6090	5,646.19	Regular Salary/Staffing
132045	6090	3,415.75	
132046	6090	3,766.25	
132047	6090	5,695.07	Regular Salary/Staffing
132048	6090	2,183.36	
132049	6090	2,112.82	
132050	6090	6,205.31	Regular Salary/Staffing
132051	6090	6,848.31	Regular Salary/Staffing
132052	6090	2,026.52	
132053	6090	4,148.66	Regular Salary
132054	6090	2,456.17	
132055	6090	3,486.25	
132056	6090	2,817.08	
132057	6090	4,312.04	Regular Salary/Staffing
132058	6090	4,832.74	Regular Salary/Staffing
132059	6090	2,402.01	
132060	6090	10,099.36	Regular Salary/OT
132061	6090	2,800.79	
132062	6090	7,110.96	Regular Salary/OT
132063	6090	6,160.47	Regular Salary/Staffing
132064	6090	3,974.44	
132065	6090	4,114.83	Regular Salary/Staffing
132066	6090	5,040.06	Regular Salary/Staffing
132067	6090	2,784.16	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/25/2018 to 9/7/2018

CHECK NO	ACTIVITY ID	PAYMENT	
132068	6090	3,459.94	
132069	6090	3,370.59	
132070	6090	5,315.37	Regular Salary/Staffing
132071	6090	4,490.64	Regular Salary/Staffing
132072	6090	3,908.26	
132073	6090	4,848.50	Regular Salary/Staffing
132074	6090	4,621.73	Regular Salary/Staffing
132075	6090	5,616.08	Regular Salary/OT
132076	6090	2,617.23	
132077	6090	5,198.50	Regular Salary/OT
939862	6090	94.00	
939872	6090	1,981.69	
132078	6090	2,913.96	
	Subtotal	**164,057.74**	

Public Works

132079	6150	1,065.19	
132080	6150	1,876.82	
132081	6150	1,417.86	
132082	6150	1,562.35	
939873	6150	1,655.44	
939874	6150	1,268.07	
939875	6150	1,562.26	
132083	6150	1,810.69	
132084	6150	1,730.86	
132085	6150	4,215.91	Regular Salary
939853	6150	130.72	
939876	6150	2,355.75	
939877	6150	1,330.44	
132086	6150	1,624.30	
132087	6150	527.88	
132088	6150	1,544.07	
132089	6150	1,198.45	
132090	6150	2,712.22	
132091	6150	1,590.99	
132092	6150	1,704.59	
132093	6150	1,252.91	
939878	6150	1,904.18	
939879	6150	1,385.19	
132254	6150	2,032.52	
939910	6150	2,094.62	
132255	6150	2,296.88	
	Subtotal	**43,851.16**	

Community Services

132094	6200	524.60
132095	6200	456.94
132096	6200	460.02

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/25/2018 to 9/7/2018

CHECK NO	ACTIVITY ID	PAYMENT	
132097	6200	278.41	
132098	6200	255.84	
132099	6200	328.85	
132100	6200	535.01	
132101	6200	170.83	
132102	6200	3,640.67	Regular Salary
132103	6200	1,632.99	
132104	6200	387.36	
132105	6200	565.68	
132106	6200	559.24	
132107	6200	427.09	
132108	6200	220.54	
132109	6200	508.11	
132110	6200	569.81	
132111	6200	327.88	
132112	6200	709.92	
132113	6200	1,693.99	
132114	6200	114.55	
132115	6200	192.04	
132116	6200	458.82	
132117	6200	178.81	
132118	6200	258.08	
132119	6200	1,796.10	
132120	6200	1,485.60	
132121	6200	262.08	
132122	6200	295.74	
132123	6200	179.42	
132124	6200	380.45	
132125	6200	444.49	
132126	6200	152.93	
132127	6200	742.65	
132128	6200	439.57	
132129	6200	275.25	
132130	6200	181.88	
132131	6200	338.45	
132132	6200	1,679.22	
132133	6200	660.23	
132134	6200	2,663.40	
132135	6200	814.51	
132136	6200	2,183.22	
132137	6200	273.18	
939863	6200	45.27	
939880	6200	166.36	
939881	6200	615.79	
939882	6200	246.89	
939883	6200	413.75	
939884	6200	64.74	
939885	6200	269.26	
939886	6200	150.25	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/25/2018 to 9/7/2018

CHECK NO	ACTIVITY ID	PAYMENT	
939887	6200	258.53	
939888	6200	153.82	
939889	6200	113.14	
939890	6200	337.54	
939891	6200	252.90	
939892	6200	111.05	
939893	6200	660.18	
939894	6200	264.78	
939895	6200	360.89	
132138	6200	184.14	
132139	6200	106.83	
132140	6200	60.26	
939896	6200	106.83	
939897	6200	82.59	
939898	6200	120.52	
939899	6200	79.44	
939900	6200	102.52	
	Subtotal	**36,032.72**	

Library

132141	6250	629.17	
132142	6250	767.11	
132143	6250	654.69	
132144	6250	786.37	
132145	6250	574.96	
132146	6250	301.44	
132147	6250	2,506.04	Regular Salary
132148	6250	405.81	
132149	6250	819.63	
132150	6250	599.88	
	Subtotal	**8,045.10**	

Development Services

132151	6300	1,580.75	
132152	6300	2,344.95	
132153	6300	1,447.52	
132154	6300	2,697.29	
132155	6300	0.00	
132156	6300	4,562.06	Regular Salary
132157	6300	2,899.94	
939864	6300	3.21	
132158	6300	3,411.20	
132159	6300	2,083.94	
	Subtotal	**21,030.86**	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/25/2018 to 9/7/2018

CHECK NO	ACTIVITY ID	PAYMENT	
Child Care			
132160	7200	1,356.64	
132161	7200	741.66	
132162	7200	404.32	
132163	7200	1,668.98	
132164	7200	892.16	
132165	7200	648.43	
132166	7200	696.82	
132167	7200	724.99	
132168	7200	2,059.03	
132169	7200	3,091.64	Regular Salary
939901	7200	1,020.84	
939902	7200	559.76	
132170	7200	1,821.95	
132171	7200	819.85	
132172	7200	866.03	
132173	7200	1,010.57	
132174	7200	806.33	
132175	7200	570.27	
939854	7200	654.49	
	Subtotal	**20,414.76**	
Electric			
132176	8000	1,380.50	
132177	8000	3,566.88	
132178	8000	3,849.62	
132179	8000	3,164.16	
132180	8000	2,738.03	
132181	8000	3,604.18	
132182	8000	1,621.69	
132183	8000	3,782.44	
132184	8000	3,214.52	
132185	8000	2,857.62	
132186	8000	1,991.93	
132187	8000	1,764.89	
132188	8000	3,139.90	
132189	8000	3,494.77	
132190	8000	3,300.70	
132191	8000	3,648.89	
132192	8000	3,835.14	
132193	8000	22.30	
132194	8000	2,353.47	
132195	8000	3,185.70	
132196	8000	2,011.02	
132197	8000	2,470.89	
132198	8000	3,977.77	
132199	8000	2,508.09	
132237	8000	2,380.72	
939865	8000	1,598.85	
939866	8000	825.24	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/25/2018 to 9/7/2018

CHECK_NO	ACTIVITY ID	PAYMENT	
939903	8000	4,132.33	Regular Salary/OT
939904	8000	3,610.79	
939905	8000	3,995.07	
939906	8000	3,282.27	
132200	8000	5,073.73	Regular Salary
132201	8000	1,434.19	
939867	8000	1,301.57	
132229	8000	509.42	
132202	8000	2,413.78	
132203	8000	2,530.99	
132204	8000	2,542.06	
132205	8000	2,176.02	
132206	8000	2,781.41	
132207	8000	3,066.83	
132208	8000	4,581.07	Regular Salary/OT
132209	8000	2,629.65	
132210	8000	2,333.92	
132211	8000	1,381.98	
	Subtotal	**122,066.99**	

Water Utility

132212	8100	2,352.47	
132213	8100	2,278.20	
132214	8100	4,286.23	Regular Salary/OT
132215	8100	2,986.30	
132216	8100	2,122.23	
132217	8100	2,155.61	
132218	8100	4,019.44	Regular Salary/OT
132219	8100	1,861.52	
132220	8100	2,369.08	
132221	8100	5,871.40	Regular Salary/OT
132222	8100	4,057.44	Regular Salary/OT
132223	8100	2,608.23	
132224	8100	448.08	
939907	8100	3,182.09	
	Subtotal	**40,598.32**	

Wastewater Utility & Storm Water

132232	8200	2,424.45	
132233	8200	1,944.13	
132234	8200	2,856.21	
132235	8200	808.73	
132236	8200	3,300.68	Regular Salary/OT
132238	8200	1,589.97	
132239	8200	1,765.85	
132240	8200	1,651.37	
132241	8200	1,746.85	
132242	8200	2,518.77	
132243	8200	2,951.52	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 8/25/2018 to 9/7/2018

CHECK NO	ACTIVITY ID		PAYMENT	
132244	8200		1,769.84	
132245	8200		2,200.83	
132246	8200		1,695.25	
132247	8200		2,236.32	
939868	8200		601.17	
		Subtotal	**32,061.94**	
Wastewater Administration				
132225	8300		1,060.99	
132226	8300		4,676.46	Regular Salary
132227	8300		3,157.85	
132228	8300		881.67	
132230	8300		2,794.50	
132231	8300		2,793.42	
939908	8300		623.61	
939909	8300		798.37	
		Subtotal	**16,786.87**	
Grand Total			**810,450.42**	

Stacey Dabbs, Finance Director

Aurelio De La Torre, Treasurer

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CITY OF COLTON TREASURER'S REPORT FOR SEPTEMBER 2018

The Treasurer's report reflects all funds held by the City. The Investments reflected in this report are in compliance with the City's investment policy adopted in January 2018. The investment portfolio as well as budgeted income is expected to meet projected cash flow requirements for the next six months.



Aurelio De La Torre, Treasurer
October 29, 2018

CITY OF COLTON
WEIGHTED AVERAGE YIELD ON INVESTMENT PORTFOLIO

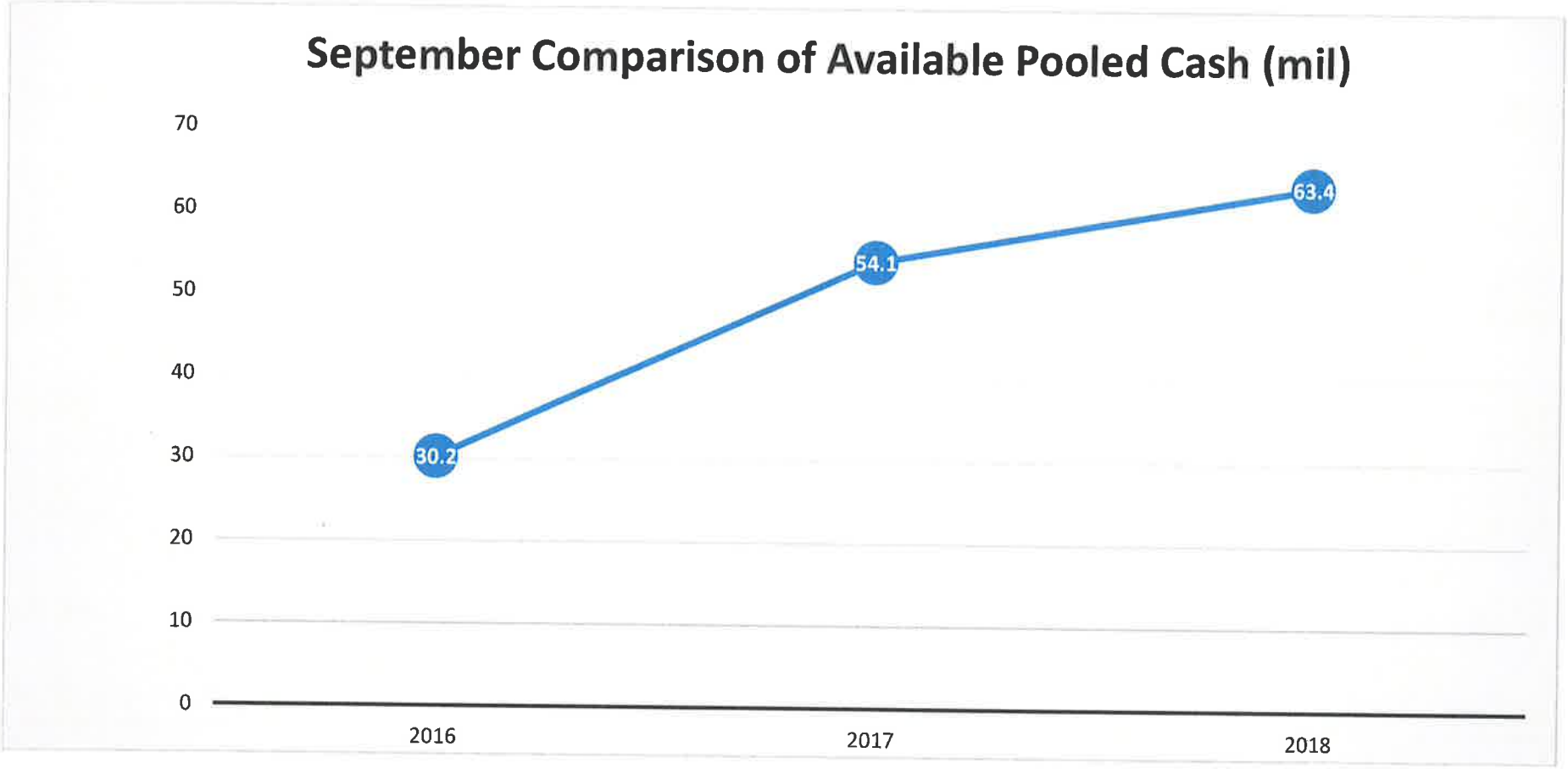
MONTH	Yield
September-2017	1.11%
October-2017	1.14%
November-2017	1.17%
December-2017	1.24%
January-2018	1.35%
February-2018	1.41%
March-2018	1.52%
April-2018	1.66%
May-2018	1.76%
June-2018	1.86%
July-2018	1.94%
August-2018	2.00%
September-2018	2.06%

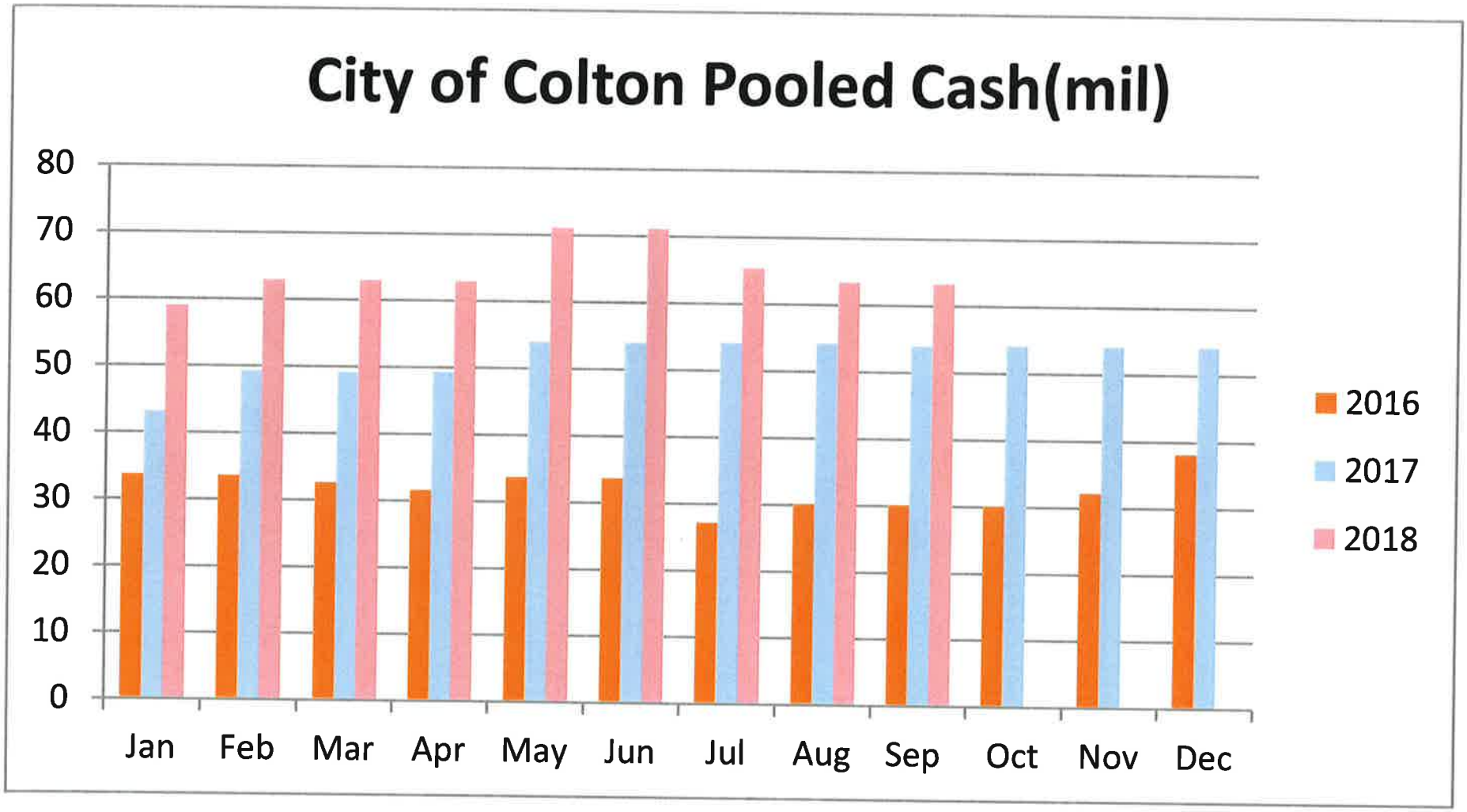
Calculation of weighted average yield does not include special purpose funds, checking accounts or bond proceeds

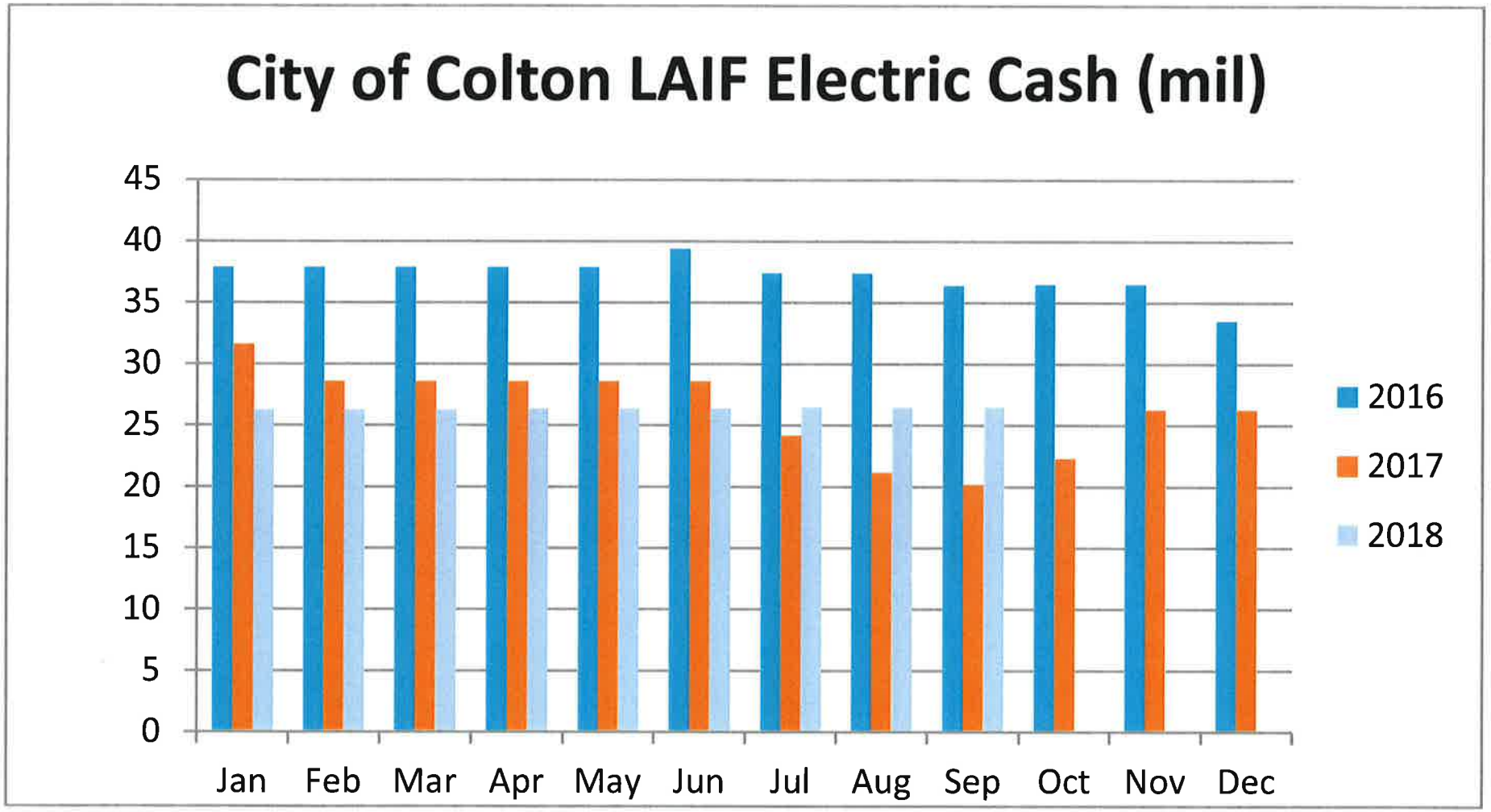
City of Colton Treasurer's Report
September 2018

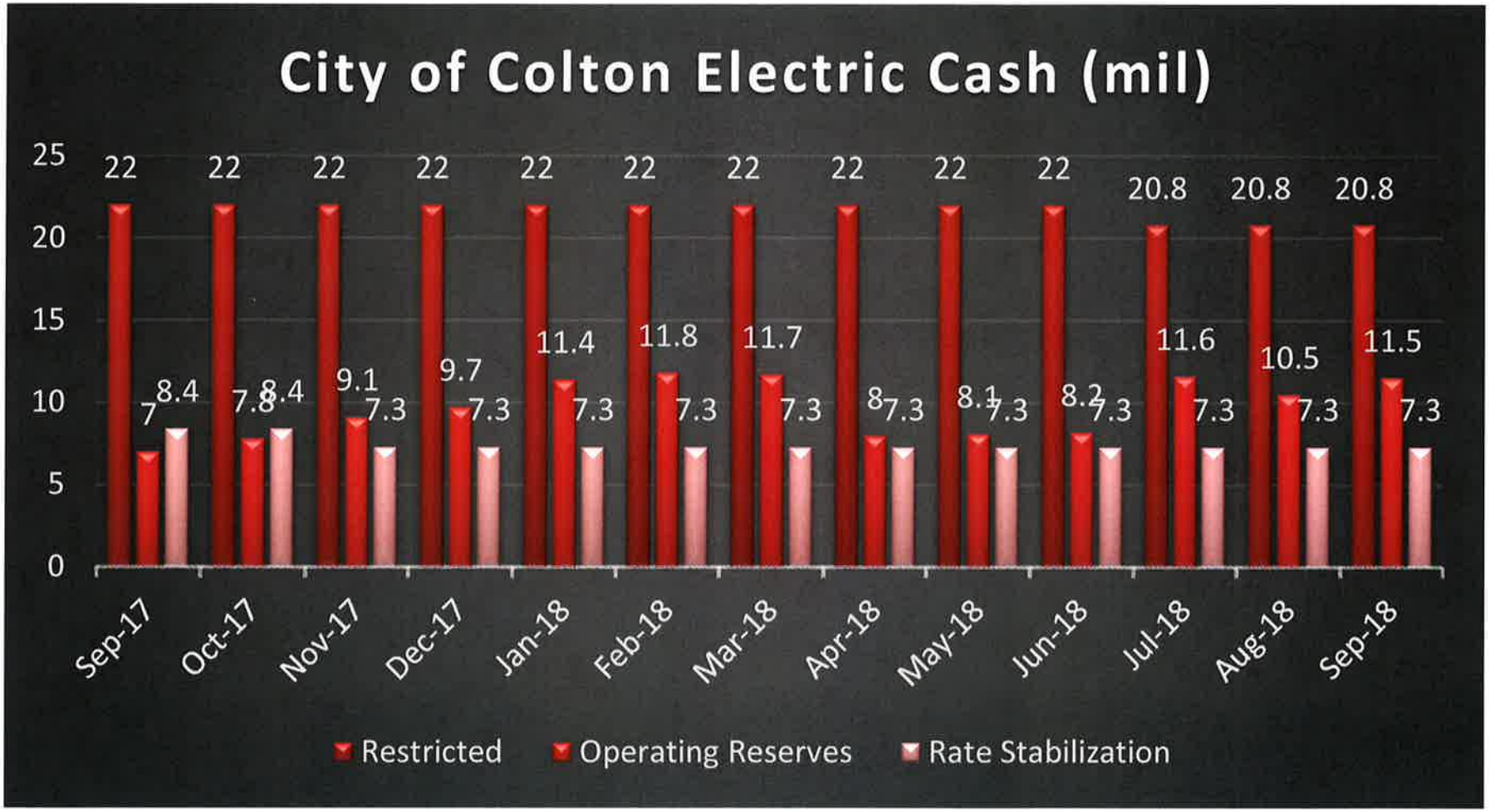
The Treasurer **PAGE 1**

INVESTMENT TYPE	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT VALUE	YIELD
STATE POOL						
LAIF-General, other	State Pool	Daily	$ 26,872,311	$ 26,872,311	$ 26,872,311	2.06%
UNION BANK						
General	Money Market	Daily	$ 371,376	$ 371,376	$ 371,376	1.13%
General	FFCB	12/15-12/18	$ 1,013,750	$ 1,000,000	$ 997,830	1.38%
General	FHMC	5/16-5/19	$ 2,021,600	$ 1,999,500	$ 1,981,680	1.08%
General	FNMA	11/16-11/20	$ 5,075,000	$ 4,997,500	$ 4,859,500	1.50%
General	FHLB	12/16-12/20	$ 5,093,750	$ 5,018,807	$ 4,887,850	1.87%
General	FHLB	1/17-11/21	$ 5,093,750	$ 4,996,000	$ 4,843,650	1.87%
General	FHLB	3/18-12/21	$ 2,371,967	$ 2,310,081	$ 2,277,529	2.63%
General	FNMA	2/17-1/22	$ 6,120,000	$ 6,021,947	$ 5,826,780	2.00%
General	FHMC	5/17-4/22	$ 4,618,126	$ 4,545,659	$ 4,451,175	2.63%
			$ 31,779,319	31,260,870	30,497,370	
CITIZENS TRUST						
General	Money Market	Daily	77,718	77,718	77,718	2.07%
General	FHLB,FFCB,FNMA,FHLM	4/16-10/19	6,000,000	5,986,738	5,903,380	1.01-3.00%
			6,077,718	6,064,456	5,981,098	
GENERAL TOTAL			$ 64,729,348	64,197,637	63,350,779	
STATE POOL						
LAIF-Electric Reserve	State Pool	Daily	26,547,503	26,547,503	26,547,503	2.06%
TOTAL INVESTMENTS BY TREASURER			$ 91,276,851	$ 90,745,140	$ 89,898,282	
NON INVESTMENT ACCOUNTS						
Bank of America	General acct	Daily	$ 4,048,849	$ 4,048,849	$ 4,048,849	0.70%
Bank of America	Payroll acct	Daily	$ 214,291	$ 214,291	$ 214,291	0.70%
Bank of America	Workers Comp	Daily	71,966	71,966	71,966	0.70%
Citibank	Hermosa Trust	Daily	335,863	335,863	335,863	0.70%
			$ 4,670,969	$ 4,670,969	$ 4,670,969	
PETTY CASH FUNDS			5,000	5,000	5,000	N/A
TOTAL NON INVESTMENT ACCOUNTS			$ 4,675,969	$ 4,675,969	$ 4,675,969	


September Comparison of Available Pooled Cash (mil)
70
60
50
40
30
20
10
0
30.2
54.1
63.4
2016
2017
2018


City of Colton Pooled Cash(mil)
80
70
60
50
40
30
20
10
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2016
2017
2018


City of Colton LAIF Electric Cash (mil)
45
40
35
30
25
20
15
10
5
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2016
2017
2018


City of Colton Electric Cash (mil)
25
20
15
10
5
0
22
22
22
22
22
22
22
22
22
22
20.8
20.8
20.8
7
8.4
7.8
8.4
9.1
7.3
9.7
7.3
11.4
7.3
11.8
7.3
11.7
7.3
8
7.3
8.1
7.3
8.2
7.3
11.6
7.3
10.5
7.3
11.5
7.3
Sep-17
Oct-17
Nov-17
Dec-17
Jan-18
Feb-18
Mar-18
Apr-18
May-18
Jun-18
Jul-18
Aug-18
Sep-18
Restricted
Operating Reserves
Rate Stabilization

City of Colton Treasurer's Report
September 2018

Investments under Bond Indentures **PAGE 2**

INVESTMENT TYPE	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT. VALUE	YIELD
Union Bank						
2017 W-Water Fund-P	Blackrock Prov.	Daily	$ 7,093,539	$ 7,093,539	$ 7,093,539	1.74%
2017 Water Bonds-P	Blackrock Prov.	Daily	$ 12,405,839	$ 12,405,839	$ 10,405,839	1.60%
2012 Electric Bonds-PP	Blackrock Prov.	Daily	1,397,262	1,397,262	1,397,262	1.61%
2012 Electric Bonds-R	FFCB	12/10/2021	2,791,000	2,768,885	2,728,084	2.65%
2012 Electric Bonds-R	Blackrock Prov.	Daily	36,284	36,284	36,384	1.61%
2007A Bonds-PP	Blackrock Prov.	Daily	830,599	830,599	830,599	1.86%
			$ 24,554,523	$ 24,532,408	$ 22,491,707	

City of Colton Treasurer's Report
September 2018

Investments under Bond Indentures **PAGE 3**

INVESTMENT TYPE	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT VALUE	YIELD
US Bank						
PFB 2007-R	1st American TOF	Daily	1,959,483	1,959,483	1,959,483	1.56%
PFB 2007-R	1st American TOF	Daily	2,936	2,936	2,936	1.56%
PFA 2007 Ser B-R	1st American TOF	Daily	127	127	127	1.56%
PFA 2007 Ser B-R	1st American TOF	Daily	917,125	917,125	917,125	1.56%
CFD 90-1	1st American TOF	Daily	261,494	261,494	261,494	1.56%
CFD 90-1	1st American TOF	Daily	2	2	2	1.56%
			$ 3,141,167	$ 3,141,167	$ 3,141,167	

Total Held by Trustees	$ 27,695,690	$ 27,673,575	$ 25,632,874
TOTAL CITY CASH AND INVESTMENTS		$ 123,094,684	

City of Colton Treasurer's Report
September 2018

BANK OF AMERICA-GENERAL ACCT		DATE OF MATURITY	AMOUNT	COST	FAIR MKT. VALUE	YIELD
Hermosa Endowment	Gen ledger	Daily	$ 699,403	$ 699,403	$ 699,403	0.30%
Asset Seizure-Fed	Gen ledger	Daily	$ 178,020	$ 178,020	$ 178,020	0.30%
Asset Seizure-State	Gen ledger	Daily	$ 61,234	$ 61,234	$ 61,234	0.30%
Cash Evidence	Gen ledger	Daily	$ 211,774	$ 211,774	$ 211,774	0.30%
Seizure-Lit	Gen ledger	Daily	$ 69,228	$ 69,228	$ 69,228	0.30%
CFD 87-1	Gen ledger	Daily	30,356	30,356	30,356	0.30%
CFD 88-1	Gen ledger	Daily	297,401	297,401	297,401	0.30%
CFD 89-1	Gen ledger	Daily	$ 84,277	$ 84,277	$ 84,277	0.30%
CFD 89-2	Gen ledger	Daily	$ 180,987	$ 180,987	$ 180,987	0.30%
CFD 90-1	Gen ledger	Daily	$ 67,399	$ 67,399	$ 67,399	0.30%
Total			$ 1,880,079	$ 1,880,079	$ 1,880,079	

Cash and Investments Report
City of Colton
Through September 2018

			Fund Total
100	GENERAL FUND		10,034,767.31
150	TREASURERS ACCOUNT GROUP		(16,858.31)
206	COMMUNITY CHILD CARE		212,266.99
210	SPECIAL GAS TAX		350,438.29
211	LIBRARY GRANT FUND		7,062.18
214	POLLUTION REDUCTION FUND		543,386.04
215	COMMUNITY DEV ACT FUND		(200,430.73)
217	DRUG/GANG INTERVENTION		12,943.72
218	MEASURE I FUND		2,173,969.26
220	ViTep		143,836.89
225	MISC GRANTS		597,899.89
240	HOST CITY FEES - CIP		1,241,238.91
248	PARK DEVELOPMENT FUND		1,272,789.56
249	TRAFFIC IMPACT FUND		5,237,901.95
250	NEW FACILITIES DEVELOPMENT FEE		224,590.44
251	CIVIC CENTER DEVELOPMENT FEE		78,845.26
252	FIRE FACILITY DEVELOPMENT FEE		119,410.76
253	POLICE FACILITY DEVELOPMENT FEE		136,874.19
261	ASSET FORFEITURE		239,253.85
350	PFA Debt Fund		324,285.47
358	PENSION OBLIGATION DEBT SERVICE		533,226.10
364	WATER IMPRVMNT DIST A		2,181.68
450	Capital Improvement Projects		(221,530.85)
451	Colton Crossing Fund		661,823.54
520	ELECTRIC UTILITY		39,558,835.56
	Restricted	20,808,689.50	
	Operating Reserves	11,488,214.73	
	Rate Stabilization	7,261,931.33	
521	WATER UTILITY		25,847,160.09
522	WASTEWATER UTILITY		16,428,045.44
523	SOLID WASTE		104,400.47
526	PUBLIC BENEFIT FUND		2,463,516.36
560	CEMETARY ENDOWMENT CARE		1,131,045.87
605	Facility & Equipment Maintenance Fund		1,168,248.50
606	INFORMATION SERVICES FUND		1,712,467.97
607	INSURANCE FUND		3,172,647.26
608	AUTOMOTIVE SHOP		1,115,189.25
701	LLMD #2		41,092.14
702	LLMD #1		(154,038.50)
703	CFD 87-1 DEBT SERVICE		30,356.32
707	CFD 88-1 DEBT SERVICE		297,400.51
722	STORM WATER		703,201.68
744	CFD 89-1 DEBT SERVICE		84,277.49
745	CFD 89-2 DEBT SERVICE		180,987.11
762	TRUST AND AGENCY		1,700,915.14
781	CFD 90-1 DEBT SERVICE		328,895.19
850	Redevelopment Obligation Retirement Fund		(915,751.35)
851	Successor Agency Administration		49,101.58
890	Successor Agcy-RDA - LONG TERM DEBT GRP		1,205,076.16
898	Housing Auth - LOW/MOD CAPITAL PROJECTS		759,211.29
Grand Total:			**120,722,453.92**

Reconciling Items:	
Deposit intransit	(170,962.92)
Accounts Payable Outstanding checks and wires	1,929,717.71
Payroll Account Outstanding checks	59,176.31
Worker's Compensation outstanding checks and adjusments-net	18,807.35
(Gain)/loss, fees on investment-US, Union Bank and Citizens bank	763,499.59
2017 Water Bond	(72.52)
2000 Wastewater Bond	(393.56)
Successor Agency-Tax Allocation Refunding Bond	(457.95)
Petty cash not reflected in this report	5,000.00
September timing difference (including rounding of $.34)	(232,083.93)
Total per Treasurer's Report	**123,094,684.00**

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ITEM NO. 5

STAFF REPORT

DATE: NOVEMBER 6, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: JACQUELINE SHOOK, DEPUTY CITY CLERK

SUBJECT: BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

That the City Council approve and adopt Resolution No. R-112-18, amending the City of Colton's Conflict of Interest Code (Form 700).

BACKGROUND

The Political Reform Act of 1974 requires every government agency to review its Conflict of Interest Code biennially to determine whether amendments are required. The purpose of the Code is to provide transparency regarding those positions that make or participate in the making of governmental decisions, which may have a material effect on the financial interest of the person holding the position.

In compliance with the Political Reform Act of 1974, the City Council established the City's Conflict of Interest Code "Code" in 1976. In 1988, the City Council adopted and enacted Regulation No. 18730, the State's Standard Model Conflict of Interest Code. Through the years, as mandated by law, the City has reviewed and amended its Code. The City Clerk's office is responsible for the compilation of information and update of the Code, subject to final approval by the City Council.

ISSUES/ANALYSIS

The City's Conflict of Interest was most recently amended on November 1, 2016. Since then, employee job titles and descriptions have been added, deleted, and changed making it necessary to update the Code. Designated employees, boards, commissions, and committees are shown on Conflict of Interest Code, attached to the resolution. Following input from the Human Resource Director, City Clerk staff conferred with the Human Resources Department and the City Attorney and it was determined that there were sufficient changes to the organization to warrant an amendment to the code.

FISCAL IMPACTS

No direct fiscal impact, however staff time will need to be dedicated to managing and reporting required under the new rules.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Conflict of Interest Code (Final)
2. Conflict of Interest Code (Redline)
3. Resolution No. R-112-18

ATTACHMENT 1

Conflict of Interest Code

(Final)

LAW OFFICES OF
BEST BEST & KRIEGER LLP

CONFLICT OF INTEREST CODE

OF THE

CITY OF COLTON

BBK October 2018

CONFLICT OF INTEREST CODE

OF THE

CITY OF COLTON

(Amended November 6, 2018)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted 2 California Code of Regulations section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Colton** (the "**City**").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the original statements of all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF COLTON

(Amended November 6, 2018)

PART "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all other City Officials who manage public investments, as defined by 2 California Code of Regulations section 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200, et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments.[1] These positions are listed here for informational purposes only.

Finance Director

Financial Consultant

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1 Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Administrative Analyst	5
Assistant Public Works & Utilities Director	2, 3, 5
Associate Engineer	2, 3, 5
Associate Planner	2, 3, 5
Building Inspector II	6
Building Maintenance Supervisor	5
Building Official	5, 6
Business License/Collections Officer	5, 6
City Attorney (not filing under Gov. Code 87200)	1, 2
City Engineer	2, 3, 5
Code Enforcement Officer	6
Community Child Care Administrative Assistant	5
Community Child Care Manager	5
Community Services Director	2, 3, 5
Deputy City Clerk	5
Deputy Fire Chief	5
Development Services Director	1, 2
Economic Development Manager	1, 2
Electric Utilities Inspector (ALL)	6

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Electric Utility Systems Designer	2, 3, 5,
Environment & Conservation Supervisor	2, 5, 7
Finance Manager	4
Fire Battalion Chief	5
Fire Captain	5
Fire Chief	5
Fire Marshal	5, 6
Human Resources Analyst	5
Human Resources Director	4
Information Technology Coordinator	5
Literacy Coordinator/Branch Supervisor	5
Planning Manager	2, 3, 5
Police Captain	2, 3, 5
Police Chief	5
Police Lieutenant	5
Project Manager (ALL)	2, 3, 5
Public Works & Utility Services Director	2, 3, 5
Public Works Engineering Superintendent	2, 3, 5
Public Works & Utilities Inspector	6
Public Works Water/Wastewater Administrative Manager	2, 3, 5
Purchasing & Customer Service Manager	4

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Recreation Services Coordinator	5, 7
Recreation Services Manager	5
Senior Energy Services Specialist	2, 5
Senior Planner	2, 3, 5, 6
Substation Superintendent	5
Transmission & Distribution Superintendent	5
Utilities Financial Analyst (ALL)	5
Water & Wastewater Utilities Superintendent	2, 3, 5
MEMBERS OF BOARDS, COMMITTEES & COMMISSIONS	
Application Review Committee	1, 2
Code Enforcement & Housing Advisory Appeals Board	2, 3, 5
Historic Preservation Commission	2, 3, 5
Library Board	2, 3, 5
Measure D Oversight Committee	1, 2
Oversight Board to Successor Agency	1, 2
Parks & Recreation Foundation & Designee	1, 2
Recreation & Parks Commission	1, 2
Successor Agency	1, 2

Consultants and New Positions [2]

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[2] Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure category set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic investments that the designated position must disclose for each disclosure category to which he or she is assigned.[3] "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments, business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two 2) miles outside, the boundaries of the City.

Category 3: All investments, business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments, business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments, business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments, business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City or its subdivisions.

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[3] This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

ATTACHMENT 2

Conflict of Interest Code

(Redline)

LAW OFFICES OF
BEST BEST & KRIEGER LLP

CONFLICT OF INTEREST CODE

OF THE

CITY OF COLTON

CONFLICT OF INTEREST CODE
OF THE
CITY OF COLTON

(Amended ~~November 1, 2016~~November 6, 2018)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted 2 California Code of Regulations section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Colton** (the "**City**").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the original statements of all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF COLTON

(Amended ~~November 1, 2016~~November 6, 2018)

PART "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all other City Officials who manage public investments, as defined by 2 California Code of Regulations section 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200, et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments.[1] These positions are listed here for informational purposes only.

Finance Director

Financial Consultant

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1 Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED	
Administrative Analyst	5	
~~Assistant Director, Utility Services-Electric~~	~~2, 3, 5~~	These two positions were combined in reorganization
~~Assistant Public Works Director~~	~~2, 3, 5~~	
Assistant Public Works & Utilities Director	2, 3, 5	
Associate Engineer	2, 3, 5	
Associate Planner	2, 3, 5	
Building Inspector II	6	
Building Official	5, 6	
Business License /Collections Officer	5, 6	
~~Chief~~ Deputy City Clerk	5	
City Attorney (not filing under Gov. Code 87200)	1, 2	
City Engineer	2, 3, 5	
Code Enforcement Officer	6	
Community Child Care Administrative Assistant	5	
Community Child Care Manager	5	
Community Services Director	2, 3, 5	
Deputy Fire Chief	5	
Development Services Director	1, 2	
Economic Development Manager	1, 2	

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
~~Electric Utility Associate Engineer~~	~~2, 3, 5~~
Electric ~~Utility~~ Utilities Inspector (ALL)	6
~~Electric Utility Integrated Resource Coordinator~~	~~5~~
Electric Utility Systems Designer	2, 3, 5,
~~Electric Utility - Director~~	~~2, 3, 5~~
~~Electrical Systems Engineer~~	~~2, 3, 5~~
~~Engineering Assistant~~	~~2, 3, 5~~
~~Engineering Manager~~	~~2, 3, 5~~
Environmental & Conservation Supervisor	2, 5, 7
~~Equipment Maintenance Manager~~	~~5~~
Finance Manager	4
Fire Battalion Chief	5
Fire Captain	5
Fire Chief	5
Fire Marshal	5, 6
~~Fire Safety Specialist~~	~~5, 6~~
Human Resources Analyst	5
Human Resources Director	4
~~Human Resources Manager~~	~~5~~
~~Human Service Manager~~	~~5~~
Information Technology Coordinator	5

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
~~Information Technology Manager~~	~~5~~
~~Library Manager~~	~~5~~
Literacy Coordinator/Branch Supervisor	5
Building Maintenance Supervisor	5
Planning Manager	2, 3, 5
Police Captain	2, 3, 5
Police Chief	5
Police Lieutenant	5
~~Procurement Contract Specialist~~	~~4~~
~~Production Supervisor~~	~~5~~
Project Manager (ALL)	2, 3, 5
Public Works & Utility Services Director	2, 3, 5
Public Works Engineering Superintendent	2, 3, 5
Public Works & Utilities Inspector	6
Public Works Water/Wastewater Administrative Manager	2, 3, 5
~~Public Works Water/Wastewater Superintendent~~	~~2, 3, 5~~
Purchasing & Customer Service Manager	4
Recreation Services Coordinator	5, 7
Recreation Services Manager	5
Senior Energy Services Specialist	2, 5
Senior Planner	2, 3, 5, 6

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED	
~~Streets/Parks Manager~~	~~2, 3, 5~~	
Substation Superintendent	5	
Transmission & Distribution Superintendent	5	
Utilities Financial Analyst (ALL)	5	
~~Wastewater Utilities Manager~~	~~2, 3, 5~~	These two positions were combined in reorganization
~~Water Utilities Manager~~	~~2, 3, 5~~	
Water & Wastewater Utilities Superintendent	2, 3, 5	
MEMBERS OF BOARDS, COMMITTEES & COMMISSIONS		
Application Review Committee	1, 2	
Code Enforcement & Housing Advisory Appeals Board	2, 3, 5	
Historic Preservation Commission	2, 3, 5	
Library Board	2, 3, 5	
Measure D Oversight Committee	1, 2	
Oversight Board to Successor Agency	1, 2	
Parks & Recreation Foundation & Designee	1, 2	
Recreation & Parks Commission	1, 2	
Successor Agency	1, 2	

Consultants and New Positions [2]

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[3] This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

ATTACHMENT 3

Resolution NO. R-112-18

RESOLUTION NO. R-112-18

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Colton (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code"), which was amended on November 1, 2016, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided to each affected designated employee and was publicly posted for review; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on November 6, 2018, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Colton that:

1. The City Council does hereby approve and adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying during regular business hours;

2. The said amended Conflict of Interest Code shall become effective immediately upon its adoption and approval.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Colton on this 6th day of November, 2018.

APPROVED:

_____
RICHARD A. DELAROSA, Mayor

ATTEST:

_____
CAROLINA R. PADILLA, City Clerk

STAFF REPORT

ITEM NO. 6

DATE: NOVEMBER 6, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: CARLOS CAMPOS, CITY ATTORNEY

SUBJECT: EXTENSION OF TOLLING AGREEMENT: ROQUET RANCH PROJECT ENTITLEMENTS (SECOND EXTENSION)

RECOMMENDED ACTION

Staff recommends that the City Council approve up to a six (6) month extension to the existing tolling agreement between the City of Colton, Sunmeadows LLC and the Colton Coalition for the Environment regarding the Roquet Ranch Specific Plan entitlements and authorize the City Manager to execute the extension.

BACKGROUND

On May 15, 2018, the City Council adopted an environmental impact report (EIR), mitigation monitoring and reporting program and general plan amendment for the Roquet Ranch development. Other entitlements (Specific Plan & Zone Change) were adopted at the Council's next meeting (2d reading of ordinances) (collectively the "Project).

As part of the record of proceedings for the Project, the EIR included letters submitted by interested parties making comments and expressing concerns about the Project and/or its environmental impacts. One such letter was submitted by attorneys representing ownership interests in the Cadena Creek Mobilehome Park and the Colton Coalition for the Environment ("Coalition"). The letter expressed concerns that the EIR did not adequately study hydrology, water and aesthetic impacts on the Cadena Creek Mobilehome Park. Although staff provided responses to each of the concerns and the Project was ultimately approved, the .Coalition threatened to file a lawsuit.

Subsequent to Project approval, the Coalition and the developer have expressed an interest in discussing ways to address the concerns of the Coalition without the need for a lawsuit. A tolling agreement – to toll (freeze) the statute of limitations deadline for the filing of a lawsuit was entered into by all of the parties. The deadline on that tolling agreement was August 14, 2018. A 3 month extension was approved by the City Council on August 18, 2018. That extension is expiring this month. Discussions between the developer and the Coalition are still on-going. Thus, there is a need to further extend the tolling agreement.

ISSUES/ANALYSIS

A tolling agreement is an agreement to waive a right to claim that litigation should be dismissed due to the expiration of a statute of limitations. Its purpose is typically to allow parties additional time to assess and determine the legitimacy and viability of claims without the necessity of filing a lawsuit. The tolling agreement entered into by the City of Colton, the developer (Sunmeadows LLC) and the Colton Coalition for the Environment for the Project is set to expire on November 15, 2018. In order to allow the parties to continue to discuss the Project without the need for a lawsuit, an extension is needed.

After discussing the issue with all parties, it is recommended that the Council approve two, 3-month extensions (Total of 6- months) that may be exercised by the City Manager upon showing that negotiations between the parties are progressing.

ENVIRONMENTAL REVIEW

Prior environmental impact report certified by City Council.

FISCAL IMPACT

None at this time.

ALTERNATIVES

1. Provide alternative direction

ATTACHMENTS

1. Current Tolling Agreement

SECOND AMENDMENT TO TOLLING AGREEMENT

THIS SECOND AMENDMENT TO TOLLING AGREEMENT (this "Second Amendment") is entered into between **SUNMEADOWS LLC,** a California limited liability company and its principals, William Lo and John Foreman (collectively "Sunmeadows"), **COLTON COALITION FOR THE ENVIRONMENT**, an unincorporated association composed of and supported by individuals and groups devoted to the preservation of the environment including, but not limited to, Lake Cadena Investments, Ltd, a California limited partnership and Mobile Community Management Co., a California corporation (collectively "the Coalition"), and the **CITY OF COLTON,** a general law city and municipal corporation and the **COLTON CITY COUNCIL** (collectively "City") (each, individually, a "Party" and, collectively, the "Parties").

1. ***Recital.*** City, Sunmeadows, and the Coalition are parties to that certain *Tolling Agreement* ("Original Agreement"), whereby the Parties agreed, among other things, that any applicable statutes of limitation set forth in California Public Resources Code § 21167 that may apply to any claim, cause of action or proceeding relevant to the Dispute will be tolled beginning June 14, 2018 and ending no later than August 14, 2018. On August 13, 2018, the Parties entered into that certain *First Amendment To Tolling Agreement* ("First Amendment"), whereby the Parties agreed that Original Agreement's tolling period would be extended from August 14, 2018 to October 15, 2018. The Parties desire, pursuant to the terms of this Second Amendment, to again extend the Termination Date, as set forth herein.

2. ***Extension of Termination Date.*** The Parties hereby agree that the first sentence of Section 4 of the Original Agreement is hereby amended to delete the date "October 15, 2018" and to replace such date with "November 15, 2018."

3. ***Conflict and Ratification.*** To the extent that the provisions of this Second Amendment conflict with any provision of the Original Agreement or the First Amendment, such provisions of this Second Amendment shall prevail and govern for all purposes and in all respects. The defined terms contained in this Second Amendment, as indicated by the first letter of a word being capitalized, shall have the same meaning and definition in this Second Amendment as such terms have in the Original Agreement, unless such terms have been otherwise defined in this Second Amendment. The terms of the Original Agreement, except as expressly modified by this Second Amendment, shall remain in full force and effect.

4. ***Venue.*** This Second Amendment is governed by and construed in accordance with the laws of the State of California. Venue for any action arising from this Second Amendment is the Superior Court for San Bernardino County.

5. ***Counterparts.*** This Second Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date (the date of the last signature).

Date: _____ CITY OF COLTON CALIFORNIA

By_____
Bill Smith, City Manager

Date: _____ COLTON CITY COUNCIL

By_____
Bill Smith, City Manager

APPROVED AS TO FORM:

_____
Marco A. Martinez, Esq.
City Attorney

Date: _____ SUNMEADOWS LLC,
a California limited liability company

By_____
William Lo
Its: Manager

Date: _____ William Lo, an individual

By_____
William Lo

Date: _____ John Foreman, an individual

By_____
John Foreman

Date: 10/15/18 COLTON COALITION FOR THE ENVIRONMENT, an unincorporated association

By_____
Jeffrey A. Kaplan, General Partner for Lake Cadena Investments, LP
Its: Co-founder and Member

ITEM NO. 7

STAFF REPORT

DATE: NOVEMBER 6, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: MARK OWENS, CHIEF OF POLICE

SUBJECT: AUTHORIZE PURCHASE OF TWO NEW CODE COMPLIANCE TRUCKS ALONG WITH RELATED VEHICLE EQUIPMENT

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

The Police Department requests that the City Council: (1) approve the piggyback award and purchase of two 2018 Ford F-150 regular cab pickups through Downtown Ford Sales in the amount of $45,888.92 and approve the purchase and installation costs of the related vehicle equipment from West Coast Lights & Siren, Inc. in the amount of $1875.30.

BACKGROUND

The purpose for the City of Colton Code Compliance Unit is to promote, protect, and improve the health, safety, and welfare of the residents living in the City of Colton by providing equitable, expeditious, and effective enforcement of all city municipal codes while establishing a positive working relationship with property owners.

Code Compliance currently has three Ford F-150 trucks outfitted with compressed natural gas (CNG) fuel tanks to perform field operations. All three trucks are over 13 years old and two of the compressed natural gas (CNG) fuel tanks are out of certification. Replacement costs for CNG fuel tanks are $12,000 each. Given the age of the tanks and current values, it is more cost effective to purchase new trucks. Due to personnel limitations, the department is only looking to purchase two trucks at this time. The purchase of these two new trucks will maintain field operations for the next ten years and insure Code Compliance Officers are driving a safe and dependable vehicle.

ISSUES/ANALYSIS

The Code Compliance Unit has proactive and reactive investigative roles within the city. Code Compliance Officers receive complaints from residents, city officials, and "on-view" violations.

In the previous year, Code Compliance Officers investigated approximately one thousand four hundred complaints. Distributed between the three Code Compliance Officers, each handled approximately four hundred and sixty complaints throughout the year. A reliable and safe vehicle is a necessity to complete the code compliance mission to improve the quality of life for the citizens of Colton. Without these replacement vehicles, code compliance enforcement would come to a grinding halt.

The three Code Compliance Ford F-150 trucks are over 13 years old and run on compressed natural gas (CNG). Two of the three compressed natural gas (CNG) fuel tanks are past their certification (end of life) and cannot be repaired. The third (CNG) fuel tank certification expires in April of 2019. Each CNG fuel tank has an approximate replacement cost of $12,000 dollars. Due to the age of the trucks, lack of warranty and the unreasonable cost of replacement CNG fuel tanks it is more cost effective to purchase new trucks. The new trucks would be reliable, under factory warranty (reduced maintenance costs), and should have a service life of at least ten years.

Section 3.08.140(C) of the City's Purchasing Ordinance allows the City to enter into agreements with other agencies for the purchase of supplies, services, and equipment. The City can determine that a competitive bid procedure has been conducted by another public agency (e.g. through CMAS or GSA) and the price to the City is equal to or better than the price to that public agency.

The City's Municipal Ordinance allows the City Manager to enter into agreements with other agencies for the purchase of supplies, services, and equipment. In such instances, the procedures of that agency shall satisfy all City requirements for the bid and award of those purchases.

The State of California, Department of General Services, completed an active bid process resulting in State Contract 1-18-23-20 (A-1). This contract allows municipalities to "piggyback" off the State of California contract to purchase fleet vehicles (trucks). Downtown Ford Sales is a contracted participant which allows our department to purchase vehicles from this business under contract pricing. This will save the City of Colton the cost of the bid process, formal or informal, and allow us to take advantage of current pricing, as well as a volume discount afforded through the State of California contact agreement. The current quote from Downtown Ford Sales for both vehicles is $45,888.92

Staff believes it is in the best interest of the City to dispense with public bidding and use West Coast Lights and Siren for police vehicle equipment and installation as stated under City of Colton Purchasing Ordinance section 3.08.080(E). West Coast was consistently found to have superior quality and workmanship with prices lower or competitive with other local up fitters. At the current time, only one other up fitter is located within a 10-mile radius of Colton. Staff recommends award of the purchase to West Coast Lights & Siren, Inc. in the total amount of $1,875.30 (both trucks).

FISCAL IMPACTS

Funds are budgeted and available in the FY2018/19 General Fund Police Administration Automobile Account Number 100-6070-6071-4910.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS

A. Copy of State of California Fleet Vehicles Contact (1-18-23-20 (A-1)).

B. Purchase Quotes from Downtown Ford Sales.

C. Purchase quote from West Coast Lights & Sirens, Inc.

ATTACHMENT A

1 SCOPE

This specification establishes the minimum requirements for the State of California Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2 SPECIFICATIONS AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Request for Proposal, form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 DEFINITIONS:

- GVWR - Gross Vehicle Weight Rating
- CA - Cab to Axle
- WB – Wheelbase
- 4x2 – Two wheel drive
- 4x4 – Four wheel drive
- SUV – Sport Utility Vehicle
- AWD – All Wheel Drive

2.2 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.3 EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

2.4 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

3 REQUIREMENTS

3.1 GENERAL (APPLIES TO ALL VEHICLES):

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the RFP line item description unless stated otherwise. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations in the most appropriate category for each vehicle

The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- AM/FM Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
- If available as standard or optional equipment, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)

Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

Exterior shall be painted with a solar reflective color (white, silver metallic or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

3.2 FUEL TYPES:

Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

- Gasoline (maximum 87 octane)
- Diesel
- Flexible Fuel Vehicles (FFV) also called Ethanol or E85
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric Vehicles (HEV)
- Plug-in Hybrid Electric Vehicles (PHEV)
- Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
- Fuel Cell Vehicles (FCV)

3.3 CARS

Car line items that call for a 5-door hatchback require a rear door that provides access to a cargo area.

Car line items that call for 4-Doors require a locking trunk that conceals the cargo from view from the outside of the vehicle (a 5-door "hatchback" will not be accepted).

3.4 VANS

Vans that call for "High Ceiling" require at least 76 inches of interior height from floor to ceiling.

3.5 SPORT UTILITY VEHICLES (SUV):

All SUVs shall come equipped with a hard top roof.

SUVs that call for a minimum cargo volume refers to the cargo volume behind the first row of seats.

SUVs that call for "4x4 Off-Road" require a limited slip or locking rear differential and meet the minimum requirement for ground clearance listed in the line item description.

3.6 TRUCKS:

Trucks with a GVWR of more than 26,000 lbs. shall come equipped with air brakes.

The RFP line item description shall specify the cab configuration which is defined as follows:

- Regular: Equipped with 2 doors and seating for 2-3 passengers
- Extra: Equipped 3 or 4 doors and seating for 4-5 passengers (rear door(s) are typically less than full size)
- Crew: Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers

Fleet Vehicles - Trucks, Supplement 2, dated 8/1/18
Attachment A- Contract Pricing
Contract 1-18-23-20 (A-I)

Terms: $500 discount per vehicle for payment with net 20 days (Excluding Riverview International and Sacramento Truck Center) *$200 discount per vehicle for payment with net 20 days (Riverview International Only)

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	Dealer	Contract Number	Technical Questionnaire (Click to Follow)
1	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Toyota	Tacoma	$23,905.00	$749.00	Freeway Toyota	1-18-23-20C	Technical Questionnaire
						Nissan	Frontier	$18,254.00	$499.00	Selma Nissan/Honda	1-18-23-20G	Technical Questionnaire
						Chevrolet	Colorado	$22,236.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
2	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Toyota	Tacoma	$24,353.00	$749.00	Freeway Toyota	1-18-23-20C	Technical Questionnaire
						Nissan	Frontier	$20,965.00	$499.00	Selma Nissan/Honda	1-18-23-20G	Technical Questionnaire
						Chevrolet	Colorado	$23,462.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
3	Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Toyota	Tacoma	$26,634.00	$749.00	Freeway Toyota	1-18-23-20C	Technical Questionnaire
						Nissan	Frontier	$23,000.00	$499.00	Selma Nissan/Honda	1-18-23-20G	Technical Questionnaire
						Chevrolet	Colorado	$26,218.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
4	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Toyota	Tacoma	$29,116.00	$749.00	Freeway Toyota	1-18-23-20C	Technical Questionnaire
						Nissan	Frontier	$23,894.00	$499.00	Selma Nissan/Honda	1-18-23-20G	Technical Questionnaire
						Chevrolet	Colorado	$28,347.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
						Honda	Ridgeline	$34,725.90	$499.00	Wondries Fleet Group	1-18-23-20E	Technical Questionnaire
5	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 4500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Chevrolet	Colorado	$28,218.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
6	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 4500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Chevrolet	Colorado	$29,355.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
7	Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Chevrolet	Colorado	$32,164.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
8	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Chevrolet	Colorado	$33,192.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	Dealer	Contract Number	Technical Questionnaire (Click to Follow)
9	Full Size Pickup, 4x2, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F150	$19,853.00	$499.00	Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	1500	$17,949.00	$749.00	Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 1500	$21,295.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
10	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F150	$21,032.00	$499.00	Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	1500	$19,060.00	$749.00	Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 1500	$22,680.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
11	Full Size Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F150	$22,415.00	$499.00	Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	1500	$21,963.00	$749.00	Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 1500	$24,634.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
12	Full Size Pickup, 4x4, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ram	1500	$20,719.00	$499.00	Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F150	$23,027.00	$499.00	Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 1500	Currently Unavailable	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
						Nissan	Titan	$27,101.40	$499.00	Wondries Fleet Group	1-18-23-20E	Technical Questionnaire
13	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F150	$23,160.00	$499.00	Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	1500	$22,207.00	$749.00	Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 1500	$25,375.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
14	Full Size Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F150	$26,572.00	$499.00	Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	1500	$23,050.00	$499.00	Wondries Fleet Group	1-18-23-20E	Technical Questionnaire
						Chevrolet	Silverado 1500	$26,618.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
15	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F150	$21,107.00	$499.00	Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	1500	$19,060.00	$749.00	Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 1500	$22,578.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire
16	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F150	$23,410.00	$499.00	Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	1500	$22,207.00	$749.00	Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 1500	$25,438.00	$749.00	Winner Chevrolet	1-18-23-20D	Technical Questionnaire

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	Dealer	Contract Number	Technical Questionnaire (Click to Follow)
17	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6200 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F150	$27,071.00	$499.00	Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	1500	$24,083.00	$749.00	Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
18	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F150	$29,299.00	$499.00	Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	1500	$27,230.00	$749.00	Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
19	Full Size Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ram	2500	$21,339.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F250	$21,583.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 2500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
20	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ram	2500 Crew	$23,442.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F250	$23,932.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 2500	$25,748.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
21	Full Size Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F250	$25,038.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 2500	$27,533.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
						Ram	2500	$24,368.00		Wondries Fleet Group	1-18-23-20E	Technical Questionnaire
22	Full Size Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F250	$24,316.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	2500	$23,565.00		Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 2500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
23	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ram	2500 Crew	$25,531.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F250	$26,354.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 2500	$27,592.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
24	Full Size Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F250	$27,445.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	2500	$26,482.00		Wondries Fleet Group	1-18-23-20E	Technical Questionnaire
						Chevrolet	Silverado 2500	$29,586.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
25	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ram	2500 Crew	$32,290.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F250	$31,659.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silerado 2500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	Dealer	Contract Number	Technical Questionnaire (Click to Follow)
26	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ram	2500 Crew	$35,069.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F250	$34,061.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 2500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
27	Full Size Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F250	$32,251.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	2500	$33,604.00		Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
28	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	3500	$23,174.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F350	$24,696.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 3500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
29	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F350	$24,565.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	3500	$23,125.00		Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 3500	$26,438.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
30	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	4500	$30,283.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F450	$29,674.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
31	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	4500	$37,955.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F450	$37,257.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 4500	$39,425.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
32	Truck, Cab & Chassis, 4X2, Regular Cab, 60 in. CA, 15000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F450	$42,542.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
33	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F550	$32,079.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	5500	$30,729.00		Wondries Fleet Group	1-18-23-20E	Technical Questionnaire
34	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	5500	$38,841.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F550	$39,662.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 5500	$41,950.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
35	Truck, Cab & Chassis, 4X2, Regular Cab, 84 in. CA, 19500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F550	$44,947.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	Dealer	Contract Number	Technical Questionnaire (Click to Follow)
36	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F650	$42,711.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
37	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Freightliner	M2	$61,155.00		Sacramento Truck Center	1-18-23-20I	Technical Questionnaire
						International	MV	$59,267.00		Riverview International	1-18-23-20F	Technical Questionnaire
						Ford	F650	$49,964.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
38	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 108 in. CA, 30000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	International	MV	$67,087.00		Riverview International	1-18-23-20F	Technical Questionnaire
						International	HV	$67,009.00		Riverview International	1-18-23-20F	Technical Questionnaire
						Freightliner	M2	$68,292.00		Sacramento Truck Center	1-18-23-20I	Technical Questionnaire
39	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	International	MV	$67,643.00		Riverview International	1-18-23-20F	Technical Questionnaire
						International	HV	$67,753.00		Riverview International	1-18-23-20F	Technical Questionnaire
						Freightliner	M2	$68,971.00		Sacramento Truck Center	1-18-23-20I	Technical Questionnaire
40	Truck, Cab & Chassis, 4X2, Regular Cab, 120 in. CA, 33000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Freightliner	M2 112	$116,269.00		Sacramento Truck Center	1-18-23-20I	Technical Questionnaire
41	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	International	HV	$75,506.00		Riverview International	1-18-23-20F	Technical Questionnaire
						Freightliner	M2	$78,853.00		Sacramento Truck Center	1-18-23-20I	Technical Questionnaire

The following items are applicable for options only. Not evaluated for award purposes.

Contact Line Item # (CLIN)	Description			Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Manufacturer	Contract Unit Price
n/a	Additional options, (cost plus)			various	various	n/a	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)			various	various	n/a	n/a	n/a	Dealer Cost + 10 %

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	Dealer	Contract Number	Technical Questionnaire (Click to Follow)

Contacts:
Downtown Ford Sales - (916) 442-6931
Freeway Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Wondries Fleet Group (626) 457-5590
Riverview International Trucks (916) 669-0253
Selma Nissan (559) 707-5735
Leehan of Davis, Inc., dba Hanlees Chrysler Dodge Jeep Ram Kia - *(530) 746-5252*
Sacramento Truck Center (916) 286-2013

ATTACHMENT B

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

RJM091820181757

QUOTATION

Customer

Name	COLTON POLICE DEPARTMENT
Address	1 X F150 REGULAR CAB
City	
Phone	ATTN: MIKE ALDRICH

Date	9/18/2018
REP	MILLOY
Phone	RJM
FOB	SACRAMENTO

Qty	Description	Unit Price	TOTAL
	STATE OF CALIFORNIA CONTRACT #1-18-23-20A CLIN 9		
1	NEW FORD F-150 REGULAR CAB PICKUP, 122" WB 2WD, 6 1/2FT BED, A/C, 3.3L V6, MANUAL WINDOWS AM/FM, VINYL SEATS, BLACK FRONT & REAR BLACK BUMPERS, RUBBER FLOORING, 6 SPEED AUTO TRANS	$19,853.00	$19,853.00
1	SPRAYLINER	$595.00	$595.00
1	SHOP MANUAL ON CD	$294.00	$294.00
	NOTE - CLOTH 40/20/40 IS NO CHARGE - JUST LET US KNOW		
	STANDARD BED IS 6.5'		
1	Document Fee	$80.00	$80.00
		Subtotal	$20,822.00
		DELIVERY	$500.00
		Sales Tax	$1,613.71
		CA Tire Tax	$8.75
		TOTAL DUE	$22,944.46

$500 DISCOUNT FOR PROMPT PAYMENT IN 20 DAYS

ATTACHMENT C

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
Fax # 951-779-9256 WCLS.US

PROPOSAL

Date	Estimate #
9/18/2018	7998

Name / Address
COLTON POLICE DEPARTMENT 650 N LA CADENA DR. COLTON,CA. 92324-2891 ATT: ACCOUNTS PAYABLE

Project

Item	Description	Qty	Cost	Total
75.00/HOUR	LABOR >>TO REMOVE HIGHLIGHTER BAR W/ MAG MOUNTS, CONSOLE, RADIO, AND SMART SIREN IN 2003 FORD F-150	3	75.00	225.00
75.00/HOUR	LABOR >>TO REINSTALL HIGHLIGHTER BAR W/ MAG MOUNTS, CONSOLE, RADIO, AND AN ON/OFF SWITCH FOR HIGHLIGHTER	8	75.00	600.00
ANXMB8U	3/4" HOLE NMO STYLE BRASS MT W/17" RG58U & NO CONNECTOR	1	10.47	10.47T
EVM-IDM308VS	IGNITION DELAY MODULE 30 MIN TO 8HRS - VOLTAGE SENSE	1	54.08	54.08T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, (2 30 AMP) RELAYS, ETC.	1	40.00	40.00T

PROPOSAL IS VALID FOR 30 DAYS

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON ANY INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS PER NEW CALIFORNIA STATE BOE REGULATIONS.

Subtotal	$929.55
Sales Tax (7.75%)	$8.10
Total	$937.65

ITEM NO. 8

STAFF REPORT

DATE:	NOVEMBER 6, 2018
TO:	HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM:	BILL SMITH, CITY MANAGER
PREPARED BY:	TIM McHARGUE, FIRE CHIEF
SUBJECT:	CONTRACT FIRE PLAN CHECK SERVICES

RECOMMENDED ACTION

It is recommended that the City Council authorize the award of a one-year agreement with the option to renew for three additional years one year at a time to the responsive/responsible bidder, Dennis Grubb and Associates LLC, in an amount not to exceed $75,000 per fiscal year for Contract Fire Plan Check Services and authorize the City Manager to execute this agreement and renewal options.

BACKGROUND

Construction in Colton has increased over the past two years.

Fire Prevention is currently staffed by one Fire Marshal and a volunteer Fire Safety Specialist. The previous level of staffing was one Fire Marshal, one Fire Safety Specialist and one Office Specialist.

In January 2017, the City began contracting for Fire Plan Check Services to assist in completing complex reviews of fire safety systems in new and remodeled construction in the City. One of the reasons for contracting these services was due to the new Fire Marshal's need to gain experience in reviewing complex fire safety system plans. Over time, there has been an increase in the amount of services needed due to the increase in volume of new construction. It should be noted that the costs of the Contract Fire Plan Check Services are now fully recovered from applicant fees and represent no cost to the City.

On September 13, 2018, the City of Colton Purchasing Department posted a Request for Proposal (RFP) for Contract Fire Plan Check Services. The RFP was distributed to one-hundred sixty-one (161) registered vendors via the City's online bidding system: www.TheNetworkBidSystem.com (Bidnet). The online bidding system was utilized as an RFP notification tool, as well as a tool to deliver the RFP documents to the potential bidders instantly. Additionally, the RFP documents were sent to one (1) known vendor that was not registered on the Bidnet. This vendor was requested to register through Bidnet. Responses to the RFP were to be delivered, in hard copy, to Colton Fire Station 211, Office of the Fire Marshal with a due date of October 4, 2018 at 5:00 p.m.

Staff received formal proposals from four vendors. Proposals were evaluated on October 9, 2018 by Ray Bruno, Colton Fire Marshal and Tim Bradfield, Loma Linda Fire Marshal. Three proposals did not meet the minimum criteria as being responsive to the proposal documents listed in the RFP and one proposal was fully responsive to the requested RFP proposal documents, Dennis Grubb and Associates, LLC. According to the City of Colton Municipal Code, contracts for professional services shall be awarded to the vendor who will best serve the interest of the City, taking into account the demonstrated competence, professional qualifications, and the suitability for the project in general (CMC Section 3.08.070(F)). Additionally, cost is considered when it is determined to be a relevant factor for the particular project (CMC 3.08.070(F)).

ISSUES/ANALYSIS

Proposals were evaluated based on the criteria listed in the RFP including: Fire Plan Check Experience, Certification of Reviewer and Associates, Work Plan/Methodology, and Ability to Perform. Dennis Grubb and Associates, LLC was the only proposal to include all requested items and provided excellent documentation of services provided, sample plan check corrections, and current references.

Additionally, Dennis Grubb and Associates is the City of Colton Fire Department's current Contract Fire Plan Check Consultant and had consistently provided excellent service with value that goes beyond the scope of the current contract. References provided include services for: the City of Carlsbad, the City of Brea, the City of Costa Mesa, the City of Fullerton, and more than ten (10) other cities located in Southern California.

Due to increased construction and a static workforce in Fire Prevention, the Fire Marshal cannot keep up with the volume of complex reviews of fire safety system and building plans. The City Manager is authorized to approve contracts up to $25,000 per year; City Council approval is needed to exceed $25,000. Approving this contract will allow us to continue providing an expedient plan review process.

FISCAL IMPACTS

The Fire Department has budgeted $75,000 for this expense in account number 100-6090-6092-2350. All costs will be fully recovered through plan check fees.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

None

STAFF REPORT

DATE: NOVEMBER 6, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: MARK OWENS, CHIEF OF POLICE

SUBJECT: APPROVE PURCHASE AND INSTALLATION OF VITRUAL SERVER CLUSTER AND SERVER MIGRATION

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

The Police Department requests the City Council approve and adopt the attached resolution for purchase and installation costs of a Virtual Server Cluster through Markley Technologies in the amount of $97,705.75 and the Unix to Linux server migration cost in the amount of $23,960.00 to Motorola Solutions (formally Spillman Technologies).

BACKGROUND

The City's IT Coordinator evaluated the Police Department's current computer network for Criminal Justice Information System (CJIS) compliance and discovered it needs to be replaced and/or upgraded. This is due to the current infrastructure being susceptible to security breaches compounded by lack of vendor support. Our current system is outdated and over 10 years old. This is the second phase of a two phase implementation process. This hardware (server cluster) is considered information technology infrastructure and has gone through the formal bid process. The migration process is to be completed by our existing vendor, Motorola Solutions (formally Spillman Technologies). To pay for this upgrade and installation the department will be utilizing funds from our Federal Asset Seizure Account.

The Colton Police Department participates in a memorandum of understanding (MOU) with the United States Drug Enforcement Administration and provides one police officer to the Riverside DEA Task Force. The Colton Police Department receives adjudicated proceeds through the Federal Equitable Sharing Program as part of this MOU. These funds are placed into the Colton Police Department Federal Asset Seizure Account. The purchase of "mission critical' equipment is an authorized expenditure from this account.

ISSUES/ANALYSIS

The Colton Police Department's current server infrastructure needs to be replaced. The typical lifespan of the average server should be about three to five years, depending on how they are used; however, we need to pay close attention to the server's software. When server software ages out, it becomes difficult to properly support and service the equipment. Pushing the longevity of the server makes us more susceptible to unplanned downtime and data loss. Our current software model is over three generations behind. We have physical servers that are over 10 years old. There is no longer support (physical or security) from either the hardware manufacturer or the software vendor.

Our equipment is not scalable. The current footprint of a modern IT server infrastructure includes a virtual environment. Having a virtual cluster allows for reduced hardware costs, faster provisioning and deployment, greatly improved disaster recovery, significant energy savings and increased IT professional productivity. It also allows the department to have (in theory) unlimited servers for different types of systems. Our current equipment can no longer handle the work load. All our server's hard drives are getting full to the point of failure. We need to upgrade and replace our old failing hard drives with faster, more reliable equipment.

The cost for the Virtual Server Cluster has gone through a formal bid process. Only one bid was received. Markley Technologies bid the cost of hardware, licensing, and installation in the amount of $97,705.75 (with tax). While they are not "like for like" products, all serve the same function in replacing the aging network equipment. The bid includes extended support and warranties from their respective vendors.

The transfer of data from the old Unix to Linux server is to be accomplished by our current vendor, Motorola Solutions. Staff believes that it is in the best interest of the City to dispense with public bidding and use Motorola Solutions for this software and (subject matter expert) installation as stated under City of Colton Purchasing Ordinance section 3.08.080(E).

The Colton Police Department is a certified participant in the Federal Equitable Sharing Program. Under the guidelines of the program, law enforcement agencies are entitled to an equitable portion, or share, of proceeds awarded based on the agency's direct participation in investigations that result in the forfeiture of federally seized assets. Shared funds must be used for law enforcement purposes only, and include things such as: activities that will enhance future investigations, law enforcement operations, law enforcement training, law enforcement equipment, etc. Shared funds must supplement, not replace, an agency's budgeted funds and the agency's budget must not decrease as a direct result of funds received. Program guidelines specify that shared funds should not be retained for more than three years.

For approximately 25 years, the Colton Police Department has had an officer assigned full time to a Drug Enforcement Administration (DEA) Task Force. The Task Force is comprised of representatives from the Drug Enforcement Administration and officers from several local law enforcement agencies. The Task Force goals are to disrupt the illicit drug traffic in the Riverside/San Bernardino County area, gather and report intelligence data related to trafficking

in narcotics, and conduct operations and investigations that will result in effective prosecution of violators.

Under the Task Force program, in addition to any drugs seized, currency may also be seized. If the seizure falls within the Federal requirements, the currency seized is turned over to the appropriate Federal agency. Once the case has been adjudicated, the seizing agency usually receives 80% of the seizure amount, less Federal administrative expenses. When several agencies are involved in the investigation, operation, and seizure, agencies will receive amounts based on percentage of involvement. Having an officer in the DEA Task Force, along with other routine Patrol Officer/Detective investigations where narcotics related assets have been seized, has resulted in a substantial amount of proceeds being awarded to the Colton Police Department through the Federal Equitable Sharing Program.

The US Departments of Justice/Treasury Guide to Equitable Sharing lists that this type of expenditure using our Asset Forfeiture Account is in compliance with the Department of Justice equitable sharing rules. One of the permissible uses are costs associated with the purchase of multiple use equipment and operations used by both law enforcement and non-law enforcement personnel such as 911 call center equipment. Ann Inslee from the US DOJ Equitable Sharing Program confirmed that this purchase is a permissible use of forfeiture funds.

FISCAL IMPACTS

Adoption of Resolution R-115-18 amends the FY2018/19 budget to appropriate a total of $121,665.75 from Federal Asset Seizure Reserve Balance: $97,705.75 to Federal Asset Seizure Misc. Supplies and Equipment Account Number 261-6070-6083-2301 for computer hardware and $23,960.00 to Federal Asset Seizure Software/Licensing/Support Account Number 261-6070-6083-2315 for software support and migration.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENT

1. Resolution 911 Dispatch CJIS

RESOLUTION NO. R-115-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON TO AUTHORIZE THE INCREASE OF THE FY 2018/2019 BUDGET VIA THE TRANSFER OF FUNDS FROM THE FEDERAL ASSET SEIZURE BANK ACCOUNT TO THE POLICE DEPARTMENT FEDERAL EXPENDITURE ACCOUNT.

WHEREAS, the Budget for the City of Colton for the Fiscal Year commencing July 1, 2018 and ending June 30, 2019 was approved and adopted; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City of Colton and all applicable statutes of the State; and

WHEREAS, on November 6, 2018 the Colton Police Department requested the transfer of $121,665.75 from the City of Colton Federal Asset Seizure Account to the Colton Police Department Federal Asset Seizure Expenditure Account.

WHEREAS, these funds are to be used by the Police Department to purchase and install a virtual server cluster and the migration of data to upgrade the 911 Dispatch/Record Management System and insure Criminal Justice Information System (CJIS) compliance.

NOW, THEREFORE, the City Council of the City of Colton does hereby resolve and approve as follows:

Section 1. Adoption of Resolution R-115-18 amends the FY2018/19 budget to appropriate a total of $121,665.75 from Federal Asset Seizure Reserve Balance: $97,705.75 to Federal Asset Seizure Misc. Supplies and Equipment Account Number 261-6070-6083-2301 for computer hardware and $23,960.00 to Federal Asset Seizure Software/Licensing/Support Account Number 261-6070-6083-2315 for software support and migration.

Section 2. The amendment is hereby approved, adopted and incorporated herein.

PASSED, APPROVED AND ADOPTED this November 6, 2018.

_____
Richard DeLaRosa, MAYOR

ATTEST:

_____
Carolina Padilla, City Clerk

ITEM NO. 10

STAFF REPORT

DATE:	NOVEMBER 6, 2018
TO:	HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM:	BILL SMITH, CITY MANAGER
PREPARED BY:	DAVID X. KOLK, Ph.D., UTILITY DIRECTOR
SUBJECT:	APPROVE PURCHASE OF ELECTRIC METERS

RECOMMENDED ACTION

It is recommended that the Colton City Council approve the annual purchase of Itron electric meters from McAvoy & Markham Engineering & Sales Company, Inc. in an amount not-to-exceed $400,500, in accordance with Colton Municipal Code 3.08.140(b)(e).

BACKGROUND

The Colton Electric Department (CED) has progressed from using electronic and transmission (ERT) meters for collecting data usage from its utility customers, to the CENTRON Bridge Meter. The CENTRON Bridge Meter is the bridge between Itron communication architectures that enable advanced metering infrastructure (AMI) and smart grid functionality. The meter's adaptability allows it to be incorporated alongside existing Itron electric meters with a mobile collection or fixed network systems, delivering advanced metering benefits associated with interval data, remote service switch and demand reset. These revenue quality meters give CED a standardized solution for multiple metering applications, including net-energy metering and two way communication allowing remote connecting and disconnecting functions. The CENTRON Bridge Meter is compatible with the City Council action on June 1, 1999 for the standardization of the Itron metering reading system.

ISSUES/ANALYSIS

McAvoy & Markham Engineering and Sales Company, Inc. is the only distributor authorized to sell Itron electric meters to utilities in Southern California. Staff has estimated the quantity of residential, commercial, and industrial meters required for Fiscal Year 2018-19. The vendor has agreed to hold the same pricing (no increase) as negotiated in 2012 for the current fiscal year. The pricing will be firm for the entire fiscal year as follows:

FM 2S, Centron bridge meter, CL200 with disconnect switch, Cat. #C95-0527	$148.95 each
FM1S, Centron bridge meter, CL200 with disconnect switch, Cat. #C95-0528	$164.95 each
FM12S Centron bridge meter, CL200 with disconnect switch, Cat. #C95-0530	$204.00 each

FM2S Centron bridge meter, CL 320, Cat. #C95-0531	$132.17 each
FM9S Centron polyphase bridge meter for TOU, Cat. #C95-0532	$419.00 each
FM 2S, Centron C1SR, CL200 meters with high power ERT, Cat. #C95-0509	$ 48.15 each
FM 3S, Centron ERT meters (C1SDR3), 240V, Cat. #C95-0520	$239.00 each
FM 45S, Centron poly ERT meters (CP1SRD3), Cat. #C95-0514	$275.00 each
FM 9S, Centron poly ERT meters, with demand, (CP1SRD3) Cat. #C95-0515	$275.00 each
FM 16S, Centron Poly ERT meters (CP1SR), Cat. #C95-0513	$199.00 each
FM 16S, Centron ERT meters, with demand (CP1SDR3), Cat. #95-0512	$275.00 each
FM9S, Centron poly ERT meters (CP1SLR3), Cat. #C95-0523	$325.00 each
FM45S, Centron poly ERT meters (CP1SLR3), Cat. #C95-0524	$325.00 each
Sentinel voltage quality meter key, Cat. #441921-042	$275.00 each

Colton Municipal Code, Title 3, Chapter 3.08.140, Section (b) allows for the competitive bidding requirement to be waived for non-public projects when there is no competitive market. Specifically, Section (b) allows that the competitive bidding process may be waived, "[w]hen the City Council determines, in accordance with applicable law, that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process." In addition, Colton Municipal Code 3.08.140 Section (e) also states the bidding requirements may be waived, "[w]hen the City Manager determines that it is in the best interest of the City and its administrative operations to dispense with public bidding for non-public projects under this chapter. Prior City Council concurrence with the City Manager's determination shall be required for non-public project purchases over $100,000."

Since McAvoy and Markham Engineering & Sales Company is the only authorized distributor of the Itron electric meters for utilities in Southern California, a competitive market does not exist. If CED were to change to a different meter type, it would also have to change the meter reading software and equipment at significant cost to both the Electric and Water departments. CED has determined that it is in the City's best interest to continue with the standardization of equipment and uniformity efforts and requests to continue purchasing Itron meters, as previously approved by the City Council. McAvoy & Markham Engineering and Sales Co., Inc. is the only vendor authorized to sell Itron meters to the Southern California region, and there is no competitive market or advantages to be gained by public bidding.

FINANCIAL IMPACT

Sufficient funds have been approved by City Council in the FY2018-19 expense budget for the purchase of electric meters and are available in Account Number 520-8000-8024-3890-0107-000.

ALTERNATIVES

1. Provide alternative direction to staff.

ITEM NO. 11

STAFF REPORT

DATE: NOVEMBER 6, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: DAVID KOLK, PUBLIC WORKS & UTILITY SERVICES DIRECTOR

SUBJECT: AWARD OF CONTRACT FOR THE BRYN MAWR CT. STREET IMPROVEMENT PROJECT AND THE CITYWIDE SIDEWALK REPAIR PROJECT TO D.M. CONTRACTING, INC. IN THE AMOUNT OF $137,475

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

1. Authorize the award of construction contract for the Bryn Mawr Ct. Street Improvement Project and the Citywide Sidewalk Repair Project to D.M. Contracting, Inc. as the lowest responsive and responsible bidder in the amount of $137,475; and
2. Authorize the City Manager to approve Change Orders not to exceed 5% of the awarded contract amount and authorize the City Manager to execute the contract agreement with D.M. Contracting, Inc.

BACKGROUND

On August 7, 2018, the City Council adopted Resolution No. R-91-18, approving Fiscal Year 18-19 Measure I Capital Improvement Plan and Expenditure Strategy Plan. Included on the Measure I Plan are the North Colton Street Improvement Project and the Citywide Street and Traffic Improvement funding. The North Colton Improvement is intended for Bryn Mawr Court sidewalk installation while the Citywide Street and Traffic Improvement is intended for sidewalk repair.

Bryn Mawr Court Project includes installation of missing sidewalk along the south-east side from Pennsylvania Avenue to Citrus Avenue and the Project plan is shown as Exhibit A. The Citywide Sidewalk Repair Project funding includes removal and replacement of lifted sidewalks citywide. This project will replace 8,000 square feet of broken and lifted sidewalk.

ISSUES/ANALYSIS

In accordance with Colton Municipal Code (CMC) Section 3.08.110, Ordinance 0-12-03, staff solicited and received bids for the Bryn Mawr Court. Street Improvement Project and the

Citywide Sidewalk Repair Project. The bid was advertised on September 14, 2018. The bids received on October 4, 2018 are as follows:

1.	DM Contracting, Inc.	$ 137,475
2.	EBS Inc.	$ 147,000
3.	Victor Concrete	$ 147,000
4.	Hardy and Harper, Inc.	$ 148,000
5.	Gentry General Engineering	$ 169,000
6.	LC Paving	$ 180,000
7.	BWW and Company	$ 183,750
8.	TSR Construction	$ 191,800
9.	All American Asphalt	$ 241,921

Staff has evaluated and reviewed each submitted bid. Staff recommends award of the construction contract to the lowest responsive bidder, D. M Contracting, Inc. in the amount of $137,475 for the Bryn Mawr Ct. Street Improvement Project and the Citywide Sidewalk Repair Project. The total bid amount for Bryn Mawr Court Project is $65,475 and the total for the Citywide Sidewalk Repair Project is $72,000.

FISCAL IMPACTS

Both of the Projects are Measure I funded, and sufficient funds are available in the capital improvement expenditure accounts shown on the table below:

Project	Account No.	Available Funding
North Colton (Bryn Mawr) Improvement Project	218-1905-6150-3890	$85,000.00
Citywide Street Improvement – Sidewalk Repair	218-1910-6150-3890	$75,553.00
Total		**$160,553.00**

ENVIRONMENTAL IMPACTS

Staff recommends that the Bryn Mawr Court Street Improvement Project and the Citywide Sidewalk Repair Project be determined Categorically Exempt under California Environmental Quality Act (CEQA) Guidelines Section 15301(c) - Existing highways and streets.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A - Project Plan
2. Exhibit B - DM Contract

Exhibit A

Project Plan

CITY OF COLTON
COUNTY OF SAN BERNARDINO, CALIFORNIA
BRYN MAWR CT. SIDEWALK IMPROVEMENT PROJECT

STREET IMPROVEMENTS NOTES

1. ALL WORK SHALL CONFORM TO THE STANDARDS, PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK"), LATEST EDITION, AND TRENCH REQUIREMENTS, AND THE CITY OF COLTON STANDARD PLANS & SPECIFICATIONS AND TO BE SUBJECT TO THE PUBLIC SERVICES DEPARTMENT'S INSPECTION AND APPROVAL. ANY CONFLICTS BETWEEN THESE PLANS AND THE CITY'S ORDINANCES SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER.
2. NO WORK SHALL BE DONE WITHOUT APPROVAL FROM THE CITY ENGINEER. ALL CITY IMPROVEMENTS SHALL BE COMPLETED TO SATISFACTION OF THE CITY ENGINEER.
3. CONTRACTOR SHALL IMPLEMENT ALL CITY, COUNTY, STATE AND FEDERAL JOB SITE SAFETY REQUIREMENTS AS THEY RELATE TO JOINT CONTROL, PROPAGATION, DISCHARGE, HANDLING OF TOXIC & CONSTRUCTION HAZARDOUS MATERIALS AND SHALL HAVE ALL SUBCONTRACTORS TO THE PUBLIC.
4. THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN THE HOURS OF 5:00 P.M. AND 7:00 A.M. ON ANY DAY EXCEPTION CAN BE GRANTED, SUBJECT TO THE WRITTEN PRIOR APPROVAL, IN WRITING, OF THE CITY ENGINEER.
5. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE COST OF CLEARING AND HAULING ANY DEBRIS/DIRT OR ANY OTHER WORK IN RIGHT-OF-WAY FROM THEIR SITE.
6. CONTRACTOR SHALL REMOVE AND REPLACE ALL BROKEN, CRACKED OR DAMAGED SIDEWALK DRIVE APPROACH, OR CURB AND GUTTER WHEN NECESSARY, NOTWITHSTANDING SAW CONTRACTION JOINTS, WHETHER SHOWN OR NOT SHOWN ON THE PLANS.
7. THESE SIGNED PLANS SHALL HAVE ENCROACHMENT PERMIT NUMBER WRITTEN IN THE PLANS.
8. ALL WORK PERFORMED IN THE PUBLIC RIGHT-OF-WAY REQUIRES A STANDARD ENCROACHMENT PERMIT, STREET MAINTENANCE PERMIT, EXCAVATION & REPAIR, ETC. ISSUED BY THE PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION.
9. EXISTING FIRE HYDRANTS WITHIN 600 FEET OF THE PROJECT SHALL BE PROTECTED AT ALL TIMES. A FIRE HYDRANT WATER METER IS AVAILABLE FROM THE WATER/RECYCLED WATER DEPARTMENT, LOCATED AT 160 SOUTH 10TH STREET, OR 909-370-5055, AND SHALL HAVE REMOVABLE APPLICATION FEE OF $12.00 AND A REFUNDABLE DEPOSIT OF $1000.00. THE PERMITTEE OR CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE HYDRANT OR WATER SYSTEM AND SHALL BE RESPONSIBLE FOR THE COST OF THE WATER.
10. THESE PLANS HAVE BEEN CHECKED BASED ON THE ASSUMPTION THAT ALL INFORMATION SHOWN OR IMPLIED ON THESE PLANS IN THE VICINITY OF THE EXISTING SURVEY MONUMENTATION IS CORRECT AND IN COMPLIANCE WITH CITY STANDARDS. COMPLIANCE WITH DEVELOPMENT CONDITIONS AND/OR GENERAL CONDITIONAL APPROVAL OF THE DRAINAGE AND PARKWAY IMPROVEMENTS SHALL IN NO WAY RELIEVE THE CIVIL ENGINEER OF RESPONSIBILITY FOR THE ACCURACY OF THE EXISTING SURVEY INFORMATION SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY AND CHECK ALL EXISTING DESIGN INFRASTRUCTURE AND OTHER WORKS SHOWN ON THESE PLANS. THESE PLANS WERE CHECKED ON THE ASSUMPTION THAT ALL BUILDING LAYOUTS, SETBACKS AND SITE PLANS WERE INITIALLY APPROVED BY THE APPROPRIATE AUTHORITY.
11. THE APPROVAL OF THESE PLANS BY SIGNING THEM IS PRIMARILY TO PROVIDE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE WORK PERFORMED IN THE ENGINEERING IMPROVEMENTS AND NOT TO BIND CONSTRUCTION TO WORK BY ALL POSSIBLE SITE DETERMINING AND ACCEPTABLE DESIGN AND TO REVISE THE PLANS FOR ANOMALIES AS IT SEES FIT.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING THE APPROVED WORK AREA OF ALL OBJECTIONABLE MATERIAL AND SURFACE IRREGULARITIES AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO KEEP THE WORK IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND TO THE SATISFACTION OF THE CITY ENGINEER.
13. NO WORK OR STOCKPILING SHALL BE PERMITTED WITHIN THE PUBLIC RIGHT-OF-WAY UNLESS AN ENCROACHMENT PERMIT IS OBTAINED FROM THE CITY OF COLTON PUBLIC WORKS DEPARTMENT.
14. NO WORK SHALL BE STARTED WITHOUT AN APPROVED STREET IMPROVEMENT PLAN AND A VALID ENCROACHMENT PERMIT ISSUED BY THE PUBLIC WORKS DEPARTMENT.
15. ALL UTILITY INSTALLATIONS WITHIN THE PUBLIC RIGHT-OF-WAY REQUIRE A STREET USE PERMIT ISSUED BY PUBLIC WORKS ENGINEERING DEPARTMENT. IN ADDITION, AN EXCAVATION PERMIT MAY BE REQUIRED FOR WATER OR SEWER LINES AND SHALL BE OBTAINED AT THE ENGINEERING DIVISION OFFICE, LOCATED AT 150 S. 10TH STREET, COLTON, CA 92324.
16. THE CONTRACTOR IS CAUTIONED THAT EXCAVATION WITHIN THE PERIMETER OF THE DRIP LINE OF ANY TREE SHALL BE DONE BY HAND. ANY ROOTS LOCATED AT 150 S. 10TH STREET, COLTON, CA 92324 IN DIAMETER, 2 INCHES OR LARGER SHALL BE APPROVED BY THE PUBLIC SERVICES DEPARTMENT, UNLESS OTHERWISE NOTED.
17. ANY DAMAGE AND CRACKS TO CURB, GUTTER, SIDEWALK, PAVEMENT, ETC. WITHIN THE PROJECT LIMITS SHALL BE REPAIRED AND REPLACED TO THE SATISFACTION OF THE CITY ENGINEER.
18. ANY TRAFFIC AND CROSS GUTTER THAT TRANSVERSE AGREEMENTS WITH THE CITY OF COLTON, AND ARE REQUIRED TO BE DESIGNED TO MEET THE MINIMUM REQUIREMENTS OF

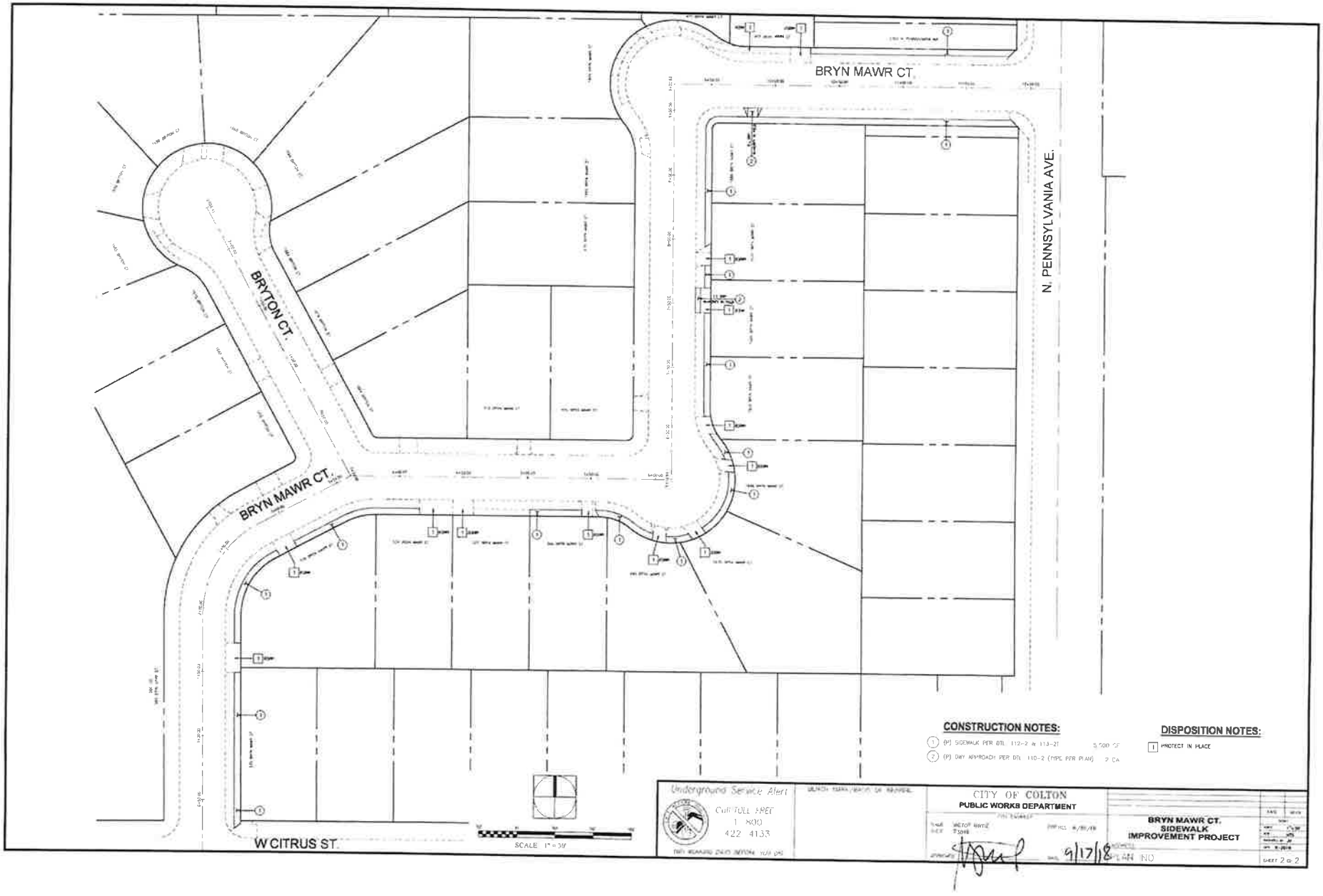

BRYN MAWR CT
N. PENNSYLVANIA AVE.
BRYTON CT.
BRYN MAWR CT.
W CITRUS ST.
SCALE 1" = 30'
CONSTRUCTION NOTES:
1 (P) SIDEWALK PER DTL 112-2 & 113-2T 5,500 SF
2 (P) DWY APPROACH PER DTL 110-2 (TYPE PER PLAN) 2 EA
DISPOSITION NOTES:
1 PROTECT IN PLACE
Underground Service Alert
Call TOLL FREE
1 800
422 4133
CITY OF COLTON
PUBLIC WORKS DEPARTMENT
BRYN MAWR CT.
SIDEWALK
IMPROVEMENT PROJECT
9/17/18
PLAN NO
SHEET 2 of 2

Exhibit B

Contract

CONTRACT

THIS CONTRACT is made this **7th day of November, 2018**, in the County of San Bernardino, State of California, by and between the **City of Colton**, hereinafter called City, and **DM Contracting, Inc.,** hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Bryn Mawr Court Street Improvement Project and the Citywide Sidewalk Repair Project

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Sixty (60)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Hundred Thirty-Seven Thousand, Four Hundred Seventy-Five Dollars and No Cents ($137,475.00)**. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors

Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Labor compliance contract (attachment D)

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at Public Works Department or may be obtained online at http//www.dir.ca.gov/dlsr. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COLTON	CONTRACTOR
By: _____ Signature William R. Smith Name City Manager Title **Attest:** _____ City Clerk **Recommended By:** _____ Signature _____ Name _____ Title	**By:** _____ Signature _____ Name _____ Title _____ License Number

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ITEM NO. 12

STAFF REPORT

DATE: NOVEMBER 6, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: DAVID KOLK, PUBLIC WORKS & UTILITY SERVICES DIRECTOR

SUBJECT: NOTICE OF COMPLETION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. COLT-17-03K-2987 (L STREET ALLEY PAVING PROJECT)

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

Authorize the execution and recordation of the Notice of Completion for the Community Development Block Grant (CDBG) Project No. COLT-17-03K-2987 – L Street Alley Paving Project.

BACKGROUND

On February 21, 2017, the City Council adopted Resolution No. R-06-17, approving the final prioritized list of CDBG projects including CDBG Project No. Colt-17-1-03K-2987 L Street Alley Paving Project (Project). The scope of work includes asphalt paving of L Street alley from La Cadena Drive to 6th Street.

ISSUES/ANALYSIS

On March 20, 2018, the City Council authorized the award of construction contract to Hardy and Harper, Inc. in the amount of $65,000 for the construction of CDBG Project No. COLT-17-03K-2987 – L Street Alley Paving Project. The Notice to Proceed for Project was issued on July 3, 2018. The Project was completed, per plans and specification, and within budget and contract amount, on August 30, 2018. The total cost of the completed project is $57,232.

FISCAL IMPACTS

The CDBG Project No. COLT-17-03K-2987 – L Street Alley Paving Project was funded through CDBG Fund Capital Improvement Account No. 215-1809-6920-3890. This fund is 100% reimbursable through the County of San Bernardino - Department of Community Development and Housing.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENT

1. Exhibit A-Project Pictures
2. Exhibit B- Notice of Completion/L Street Alley

Exhibit A

Project Pictures

Completed CDBG Alley Improvement Project



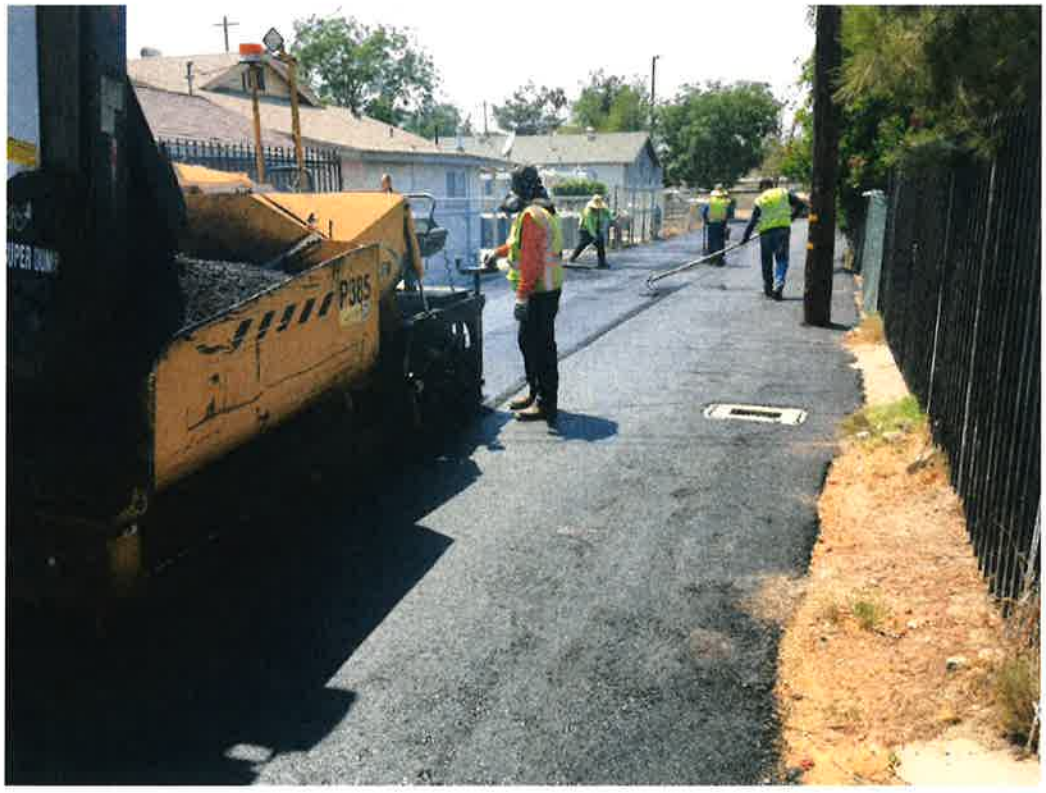


Exhibit B

Notice of Completion

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Name: City of Colton

Street Address: 650 N. La Cadena Drive

City & State: Colton, California
State: California
Zip: 92324

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

1. The City of Colton is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is Victor Ortiz, P.E
3. The full address of the undersigned is 650 N. La Cadena Drive, Colton, CA 92324
4. The nature of the title of the undersigned is City of Colton City Engineer
   (E.G. owner in fee OR vender under contract of purchase OR lessee OR OTHER APPROPRIATE DESIGNATION).
5. The full names and full addresses of all persons, if any, who holds title with the undersigned as joint tenants or as tenants in common are:

Names	Addresses
N/A	N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names	Addresses
N/A	N/A

7. A work of improvements on the property hereinafter described was completed on August 30, 2018
8. The name of the original contractor, if any, for the work of improvement was Hardy and Harper, Inc.

The kind of work done or material furnished was Asphalt paving.

9. The property on which the work of improvement was completed is in the City of Colton, County of San Bernardino, State of California, and is described as follows: **Community Development Block Grant Projects: CDBG COLT-17-03K-2987 – L Street Alley Paving Project in the City of Colton.**

10. The street address of the said property is C Alley between K St. and L St. from La Cadena Drive to 6th Street, City of Colton CA 92324.

Dated: _____

_____(Signature)
Victor Ortiz, P.E., City Engineer

VERIFICATION

I, the undersigned say:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.
Executed at _____, California, this _____ day of _____.

_____
(SIGNATURE)

ITEM NO. 13

STAFF REPORT

DATE: NOVEMBER 6, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: MARK TOMICH, DIRECTOR

SUBJECT: ASHLEY WAY CENTER ENVIRONMENTAL CONTRACT

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

Authorize the City Manager to execute the attached Professional Services Agreement (PSA) with First Carbon Solutions, Inc., in the amount of $70,785 to provide environmental services on behalf of Howard Industrial Partners – Ashley Way Logistics Center (DAP-001-536), as per the terms of the PSA, including exhibits attached thereto.

BACKGROUND

The City has received applications for an Architectural and Site Plan Review, General Plan Amendment, and Zone Change from Commercial to Industrial to allow the construction of a new 220,185 square foot warehouse/distribution building (DAP-001-536), to be located on approximately 11.9 acres at 1648 Ashley Way. Based on preliminary review of the application, an Initial Study is required pursuant to the California Environmental Quality Act (CEQA). Because the City is the lead agency having jurisdiction by law over the project, the environmental document becomes the City's document to comply with CEQA. Staff, Environmental Consultant, and Applicant have agreed to prepare an Initial Study for the scope of this proposal.

ISSUES/ANALYSIS

On February 20, 2018, the City Council adopted Resolution R-06-18 approving a list of ten pre-qualified environmental consultants and delegated authority to staff to select consultants from the list that are appropriate for each project based on the technical requirements of the environmental analyses. Staff has solicited quotes from three consultants on the pre-qualified list and recommends that one of the environmental consultants, First Carbon Solutions, Inc., be selected to prepare the environmental documentation. All technical analyses associated with the Initial

Study will be prepared directly by the consultant or by their sub consultant. The only sub-consultant will be for traffic analysis (Linscott Law and Greenspan). The consultant's services will be overseen directly by staff to ensure that content, quality and timeframe commitments are met. The City's purchasing procedures requires all contracts over $25,000 obtain City Council approval. The proposed contract for the selected environmental consultant is in compliance with City bidding procedures.

FISCAL IMPACTS

The full amount of the $70,785 cost of consultant services will be funded through a Deposit Account established on behalf of the applicant, Howard Industrial Partners – Ashley Way Logistics Center (Account No. 762-2325-000). No direct costs will be incurred by the City.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENT

1. Professional Service Agreement with First Carbon Solutions, Inc.

CITY OF COLTON
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of November, 2018 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 ("City") and Mr. Frank Coyle, Project Director, FCS International, Inc. dba First Carbon Solutions, 650 E. Hospitality Lane, Suite 125, San Bernardino, CA 92408 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Environmental Document Preparation services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Ashley Way Logistics Center project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional environmental consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from November 6, 2018 to July 31, 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Frank Coyle.

3.2.5 City's Representative. The City hereby designates Development Services Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Frank Coyle, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's

Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Sub consultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and sub consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or sub consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of

City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its sub consultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Consultant's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Consultant's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any sub consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub consultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub consultants. Consultant shall also require all of its sub consultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly

reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Colton, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its sub consultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Sub consultant Insurance Requirements. Consultant shall not allow any sub consultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular sub consultants. The Consultant and the City shall be named as additional insureds on all sub consultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and sub consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed eighty eight thousand and five hundred dollars ($70,785.00) without written approval of City Manager. The City Manager may authorize up to 10% in compensation without returning to City Council for authorization. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Sub consultants. Consultant shall require all sub consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its sub consultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

FCS International, Inc.
650 E. Hospitality Lane, Suite 125
San Bernardino, CA 92408
Attn: Frank Coyle, Project Director

City:

City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: Mark Tomich, Development Services Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons,

including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub consultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or sub consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COLTON AND FIRST CARBON SOLUTIONS

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the___day of November, 2018

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

FCS INTERNATIONAL, Incorporated a CORPORATION

By: _____
Signature

_____
Frank Coyle

_____
Project Director

EXHIBIT "A"

SCOPE OF SERVICES

Task 1: Project Initiation

FCS will develop an initial data needs list, coordinate with the City, and mobilize the Project Team. Frank Coyle, Project Director, and Charles Holcombe, Senior Project Manager, will attend one kickoff meeting with the City. The purpose of the meeting is to discuss project plans, identify data requirements, coordinate activities, and ensure that the deliverable schedule is consistent with the overall project timeline. FCS will also be prepared to discuss key issues of environmental concern related to the project. As part of this task, FCS will perform a project site reconnaissance to review site conditions vis-à-vis project plans.

Assumptions

FCS assumes that the City will provide the following information at the kickoff meeting:

- Phase lengths of construction, including any overlapping of phases
- Approximate start of construction and approximate start of operations
- Types and number of construction equipment anticipated
- On-site and off-site soil movement, in cubic yards (if applicable)
- Sustainability project design features
- All applicant-provided technical studies

Task 2: Prepare Comprehensive Project Description

Using the information obtained at the kickoff meeting, FCS will prepare a comprehensive Project Description for the City's review and approval that clearly describes and illustrates the proposed development activity, required discretionary approvals, and other pertinent information. The approved Project Description will form the basis for evaluating the project in the environmental document.

The Project Description will include all of the information required to define the project for purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the project, and clearly illustrated project primary components displayed in exhibits based on geographic information systems (GIS) data. The Project Description will also list the required discretionary approvals.

To enable FCS to proceed with this task, the following information (to the extent available) should be provided by the City to clearly define the Project Description and facilitate the environmental analysis:

- Existing and proposed site plans and building evaluations;
- Landscape plans;
- Preliminary hydrology and the Preliminary Water Quality Management Plan (if available);
- Other applicant-prepared technical studies

The Project Description will be submitted to the City for review and approval prior to the development of the Administrative Draft CEQA document. Any changes to the Project Description after completion of this task may require separate authorization and budget augmentation and may extend the project schedule.

Deliverable

- One electronic copy of the Project Description in Word format

Task 3: Technical Studies

Subtask 3.1: Air Quality and Greenhouse Gas Analysis

The air quality and greenhouse gas (GHG) analysis will include an evaluation of short-term (construction) and long-term (operation) impacts. The analysis will follow South Coast Air Quality Management District (SCAQMD) guidance. The analysis requires the following tasks.

Compile Background Information

The air quality analysis will contain background information, including a description of existing criteria air pollutants and describe the current regulatory environment for air quality. The analysis will describe the health impacts of the various air pollutants. The project will be reviewed for consistency with the City's General Plan and other regional planning documents. The applicable thresholds will be used to evaluate the proposed project's air quality impacts.

The GHG background information will include a description of greenhouse gases and a description of the current regulatory environment surrounding climate change and the potential impacts of climate change. The report will include the latest guidance/requirements from the SCAQMD, Office of Planning and Research (OPR), and Attorney General.

Estimate Air Pollutant Emissions

FCS will include a general discussion and quantitative estimate of potential short-term construction and long-term operational regional criteria air pollutant and precursor emissions. Emissions will be estimated using the latest version of the California Emissions Estimator Model (CalEEMod). The modeling will incorporate the type and size of the proposed uses, construction phasing schedule, and other construction data (duration of construction, area of land to be disturbed/graded, etc.).

Long-term (i.e., operational) regional criteria air pollutant and precursor estimates will include emissions from the proposed project's area-, stationary-, and mobile-sources. Mobile-source emissions will be based, in part, on the stand-alone Traffic Impact Analysis to be prepared for this project. Stationary sources such as emergency generators, if part of the proposed project, will be quantified using appropriate emission factors and methodologies from SCAQMD, the California Air Resources Board (ARB), and/or the Environmental Protection Agency (EPA). This task includes one round of comprehensive emissions modeling.

Estimate Greenhouse Gas Emissions

GHG emissions associated with construction and operation of the project will be estimated using CalEEMod. The SCAQMD has not finalized GHG thresholds, but has provided draft tiered thresholds.

Therefore, FCS will use the tiered threshold approach recommended by SCAQMD to evaluate the project's amortized construction emissions and operational emissions. Pursuant to the CEQA Guidelines Appendix G, FCS will also evaluate the project's design and purpose in the context of consistency with applicable GHG reduction plans. FCS understands that the appropriate approach for determining whether the project is consistent with the applicable GHG reduction plan would be an evaluation of the proposed project's consistency with the applicable City of Colton's Climate Action Plan (November, 2015) and will utilize current approved methods for quantifying GHG impacts.

Assess Toxic Air Contaminants Exposure

There are two scenarios that result in toxic air contaminant (TAC) exposure: when a generator of TACs is constructed near a sensitive receptor, or when a sensitive receptor is placed near a source of TACs. As a warehouse development, the project is not considered a sensitive receptor. However, construction of the project and long-term operations activities would be considered sources of TAC emissions. Based on the proximity of sensitive receptors (single-family residential land uses within 230 feet of the project site), FCS recommends performing a health risk assessment (HRA) to evaluate potential construction- and operational-related TAC impacts. The scope for the HRA is described below.

Assess Odor Impacts

Odor impacts as will be assessed qualitatively according to SCAMQD recommended methodology and other applicable parameters, such as acceptable screening trigger distances, wind direction, and odor complaint history.

CO Hot Spots Analysis

If the project-specific Traffic Impact Analysis reveals that peak intersection volume is less than 100,000 vehicles a day, localized carbon monoxide (CO) impacts will be addressed qualitatively. If peak intersection volumes are greater than 100,000 vehicles per day, then a CO hot-spot analysis will be conducted for up to three intersections with the highest potential for congestion using the California Department of Transportation CALINE4 model and information from the project-specific Traffic Impact Analysis. The project budget assumes screening analysis only. FCS will submit a separate scope and budget if detailed CO hotspot modeling is required.

Deliverable

- Electronic copies in Word and PDF formats.

Subtask 3.2: Health Risk Assessment

Based on the proximity of sensitive receptors, FCS recommends performing a health risk assessment (HRA) to evaluate potential construction- and operational-related TACs impacts. The findings of the HRA will be summarized in a technical memorandum.

To facilitate the estimation of construction-generated health risks, a construction-level HRA will be prepared. The major TAC that affects health impacts in the air is diesel particulate matter (DPM). DPM from the operation of diesel trucks and heavy construction equipment has been identified by the ARB as a carcinogen that can result in long-term health impacts. The proposed project has the potential to generate substantial DPM emissions during construction that would expose nearby sensitive receptors to elevated levels of TACs. The following tasks will be required for the HRA:

- Define what a sensitive receptor is and identify nearby sensitive receptors.
- Identify applicable federal, State, and SCAQMD rules and regulations.
- Identify health risk standards and acceptable cancer and acute and chronic non-cancer risk thresholds from diesel emissions that are detailed in the HRA Guidelines.
- Obtain the on-site construction equipment DPM emissions rates that were calculated in the Air Quality Analysis prepared for the proposed project.
- Obtain the daily construction truck trip estimates used in the Air Quality Analysis and calculate each truck trip's DPM emissions rates.
- Calculate the DPM concentrations at the nearby sensitive receptors associated with the on-site construction equipment and off-site truck emissions up to 1,000 feet from the project site, the emissions rates provided in the previous steps and the methodology described in the HRA Guidelines.
- Utilize the prior task's calculated toxic air emission levels, to calculate the cancer risk and the chronic and acute non-cancer health impacts at the nearby residential uses from construction of the proposed project.

FCS will also evaluate the potential health impacts to nearby sensitive receptors as a result of the project's daily operational activities. The HRA will be prepared consistent with the current SCAQMD health risk guidance for CEQA assessments. The following tasks will be required:

- Quantify all TAC emission sources including DPM emission sources that would operate on the project site, including, but not limited to worker vehicles, heavy-duty delivery trucks, TRUs, TRU generator sets, and potential diesel-fueled equipment. This would include developing assumptions (based on a formal traffic study or assumptions approved by the applicant) for daily vehicle trips, truck trip percentage of total trips, percentage of trucks with TRUs, and truck idling times.
- Quantify DPM emissions that would occur on nearby surface roadways from heavy-duty delivery trucks.
- In coordination with the applicant, develop a daily operational scenario detailing the location of travel routes on the project site, loading bays, trailer parking, and use of on-site material-handling equipment.
- The daily operational activities and subsequent TAC emissions will be modeled using an air dispersion model (the AERMOD model) that estimates pollutant concentrations at nearby sensitive receptors. FCS will use health risk models to quantify the health risk impacts given the concentrations and types of TAC emissions, the locations of the TAC emission sources, and meteorological conditions that affect the transport and dispersion of the TAC emissions.
- The HRA will provide the results for cancer risk, chronic non-cancer hazard and acute non-cancer hazard at the maximally exposed individual.
- The results from the HRA will be compared to the applicable SCAQMD project-specific and cumulative health risk significance thresholds.
- FCS will make a significance finding as to the health impacts to the existing nearby sensitive receptors. If the project exceeds the health risk significance thresholds, FCS will identify mitigation measures that would reduce the health risk impacts to the extent feasible.

Deliverable

- Electronic copies in Word and PDF formats.

Subtask 3.3: Biological Resources Assessment

FCS will analyze potential impacts to biological resources. All analysis and recommended mitigation will be provided in a stand-alone Biological Resources Assessment Report. This assessment will focus on a current review of publicly available existing information regarding the project and vicinity to identify protected biological resources that may be present, including species listed as endangered or threatened under the State and federal Endangered Species Acts, wetlands or other sensitive natural communities, rare plants, etc. Existing information such as maps, aerial photographs, documents, and correspondence relative to the project site will be reviewed and analyzed. Data to be reviewed include but are not limited to:

- Existing documentation and studies of the biological resources within vicinity of the project site;
- The Federal Register listing package for each federally listed endangered or threatened species potentially occurring in the site action area;
- The California Department of Fish and Wildlife (CDFW) Annual Report on the status of California's listed threatened and endangered plants and animals;
- Literature pertaining to habitat requirements of special-status species potentially occurring in or adjacent to the project site including the CDFW's California Wildlife Habitat Relationships (CWHR) system;
- California Natural Diversity Database) information regarding sensitive habitat areas, and special-status plant and wildlife species potentially occurring in and adjacent to the project area;
- California Native Plant Society Electronic Inventory information regarding special-status plant species potentially occurring on the project site;
- United States Geological Service (USGS) topographic maps and current aerial photos will be reviewed for evidence of United States Army Corps of Engineers (USACE), State and/or CDFW jurisdictional special aquatic areas pursuant to Section 404 and 401 of the Clean Water Act, the Porter Cologne Water Quality Act and Section 1602 of the California Fish and Game Code and;
- City of Colton's General Plan.

Resource agencies including but not limited to the U.S. Fish and Wildlife Service (USFWS) and CDFW, which have jurisdiction over the natural resources potentially located on the property will be contacted for updated information pertinent to the property. Any proposed project plans will be confidential, and consultation will include a request only of known occurrences of sensitive biological resources in the general area.

Following the review of existing information, a reconnaissance-level survey of the project site will be conducted. FCS will identify the project site's general biological resources, and document the plant communities and other project features. The general distribution of plant communities and existing site conditions will be mapped. The field survey will focus on determining suitable habitat for sensitive plant and wildlife species as well as any sign of wildlife movement through the project. Photographs will be taken to document the biological resources of the site.

General locations of sensitive biological resources identified during the survey will be mapped with the aid of topographic maps, GPS units (Trimble R1), and current aerial photographs. Sensitive biological resources include any plants, animals, or habitats considered rare, endangered, threatened, sensitive, or otherwise unique by government agencies, such as CDFW and USFWS, or recognized conservation organizations, such as the CNPS. Suitable habitat for special-status plants, animals, or sensitive habitats on the project site will be determined and mapped, and considered in the biology section for potential project-related impacts and mitigation measures.

Using recent aerial photographs, FCS will identify the features that are potentially subject to the jurisdiction of the (USACE, Regional Water Quality Control Board (RWQCB), and CDFW within the project site. The field survey will include an assessment of the presence of potential waters of the United States or State on the site that may be potentially subject to the jurisdiction of CDFW, USACE and/or the RWQCB.

Draft Report

Upon completion of the field assessment, a technical report will be prepared that evaluates the potential for sensitive biological resources to occur on the site. This task will provide sufficient documentation to be considered for inclusion in the CEQA process.

Deliverable

- One electronic version (via email) in Word and PDF formats of the Biological Resources Assessment Report.

Subtask 3.4: Phase I Cultural Resources Assessment

FCS will complete a Phase I Cultural Resources Assessment (PI CRA) for the property to determine the potential for existing and undiscovered cultural resources on the project site. The PI CRA will include record searches, Native American consultations/correspondence, and a final report. Copies of all correspondence and site survey photographs will be included in the appendices of the PI CRA.

Record Searches

The South Central Coastal Information Center, located on the campus of California State University, Fullerton, will conduct a records search and literature review for the project. The records search will include a search of previous studies and identified cultural resources within the project area and a one-mile radius. The National Register of Historic Places, the California Register of Historical Resources, the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listings, the Historic Property Data File, historic maps and photographs will be consulted along with other relevant historic data.

FCS will obtain a paleontological records search from the San Bernardino County Museum. The results will provide information regarding the relative sensitivity of the parcel to contain fossils. The results of the records search will be appended to the PI CRA.

As part of the records search, FCS will submit a written request to the Native American Heritage Commission (NAHC) to check their Sacred Lands File for Native American resources that may be on or

near the project area. NAHC will also provide a list of Native American representatives that may have additional information regarding cultural resources on or near the project area. FCS will notify these tribes of the project and request they provide any information they may have regarding cultural resources. Copies of all related correspondence will be appended to the PI CRA.

Survey

A pedestrian survey will be conducted for the property by a FCS archaeologist. The entire property will be examined for any evidence of historic or prehistoric resources. Such evidence may include historic foundations, cisterns, walls, trash scatters, or prehistoric lithic implements (grinding stones, scrapers, arrow points) or stone alignments or cairns. The results of the survey will be provided in the PI CRA along with recommendations as necessary.

Final Phase I Cultural Resource Assessment

Upon completion of the records searches and background research, a PI CRA will be written. The PI CRA will consist of a project description, the legal environment, historic and prehistoric background for the area, the results of the records searches, descriptions of any sites that are found, and mitigation measures to reduce impacts to the environment as necessary. The report will include an appendix containing records search data and Native American correspondence. The report will be written to conform to Archaeological Resource Management Reports: Guidelines and Recommended Contents, published by the California Office of Historic Preservations, Sacramento, California.

FCS can commence work on the project within one week of a Notice To Proceed. The Draft Phase I CRA will be available within 30 days of the NTP.

Deliverable

- One electronic version (via email) in Word and PDF formats of the Phase I Cultural Resource Assessment.

Subtask 3.5: Noise Impact Analysis

FCS will prepare the Noise Impact Analysis to evaluate project-related construction and operational noise impacts on surrounding land uses. To perform this analysis, the following tasks are required.

Compile and Summarize Background Information

The general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, State, and City plans, policies, and standards will be summarized. The existing noise environment will be documented through traffic noise modeling and an ambient noise monitoring effort (up to four short-term measurements in the project vicinity) to establish the baseline daytime ambient noise environment conditions for comparison to the City's land use compatibility standards.

Conduct Construction Noise and Vibration Impact Analysis

Construction of the project would require the short-term operation of heavy equipment. EPA recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) or hourly equivalent continuous noise levels (L_{eq}) and their frequency of occurrence. Noise analysis requirements will be based on the sensitivity of the project area and the City of Colton's noise ordinances specifications.

FCS will also analyze potential vibration impacts associated with construction activities through application of the methodology used in the Transit Noise and Vibration Impact Assessment manual (May 2006), prepared by the Federal Transit Administration.

Conduct Operational Noise Impact Analysis

A quantitative assessment of noise impacts from project-specific and cumulative vehicular traffic trips will be performed. Traffic noise impacts will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108, December 1978). Required model input data include without- and with-project average daily traffic volumes on adjacent roadway segments, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. Projections of the future Community Noise Equivalent Level (CNEL) along selected roadway segments, based on the traffic study prepared for the project, will be provided in a table format to show the distance/contour relationship. Traffic noise impacts will be analyzed for comparison to the City's land use compatibility standards and whether the project would result in a permanent substantial increase in traffic noise levels in the project vicinity.

Potential noise impacts from project-related stationary noise sources, such as parking lot activities and mechanical system operations from the proposed land use, will also be evaluated for compliance with the City's operational noise level requirements.

Summarize Noise Reductions and Significance Findings

Mitigation measures designed to reduce short- and long-term noise impacts will be identified where appropriate. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

Draft Report

FCS will provide this analysis in the form of a technical report with supporting appendix data. The draft report will be provided in Word and PDF formats. This scope assumes providing responses/revisions to the analysis for up to one round of comprehensive comments from the City.

Deliverable

- One electronic version (via email) in Word and PDF formats of the Noise Impact Analysis.

Subtask 3.6: Focused Transportation Impact Analysis

As a subconsultant to FCS, Linscott Law and Greenspan (LLG) will prepare a Focused Transportation Impact Analysis based on the criteria for the City of Colton and the San Bernardino County Congestion Management Program (CMP), as well as their recent experience within the City of Colton. The tasks are described below.

Project Mobilization

- Confirm the development description with the Client, work schedule, and assumptions to be utilized in the traffic study. Discuss assumptions to be used associated with the project completion year and anticipated phasing, if any. Obtain a current project site plan that illustrates the access scheme to the project site in both hard copy and digital formats.
- Coordinate with City staff to discuss the project and analysis criteria, confirm the study approach and identify pertinent traffic issues and concerns.
- In consultation with City staff, prepare a Traffic Impact Analysis Report Scope of Work Agreement detailing the study area, assumptions and overall traffic study requirements, and submit it to City Staff for review.
- Based on comments and direction received from City Staff on Scope of Work agreement, finalize the Scope of Work agreement and submit it to City Staff for approval.

Data Collection and Research

- Visit the project study area to confirm existing conditions with respect to existing site development, local area development, site access, parking use, and areas of congestion in order to verify our overall understanding of traffic conditions in the area that might affect this project.
- In conjunction with a site visit, document the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features.
- Obtain existing street improvement plans/striping plans for key roadways in the immediate vicinity of the project site. Compile information with regards to planned street improvements in the project study area.
- Conduct AM and PM peak period truck classification traffic volume counts at up to three intersections. The traffic counts will be conducted between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 a.m. to 6:00 a.m. These traffic volume data will be utilized in the traffic impact analysis for the Project. Should City Staff request traffic counts and/or analyses at additional study intersections beyond a total of three locations, an amendment to our contract will be necessary.
- Research data and recent traffic impact studies prepared for developments in the project vicinity regarding the status of other proposed developments (cumulative projects) in the area that may

contribute cumulative impacts to the adjacent street system and study locations in the vicinity of the proposed project. The compiled list of related projects will be forwarded for review and approval by City Staff.

Trip Generation, Distribution and Assignment

- Determine and present in tabular and/or graphic form a trip generation forecast for the proposed Project on a daily and peak hour basis. The forecasts will be based on the trip generation rates found in *Trip Generation, 10th Edition, published by the Institute of Transportation Engineers (ITE) [2017].*
- Determine the overall project traffic distribution pattern. The distribution patterns will be submitted for review and approval by City Staff prior to finalization and will be used to formalize the study area.
- Develop estimated trip generation projections for each of the cumulative projects within the project vicinity.
- Assign the forecasted AM and PM peak hour trips expected to be generated by the proposed project to the study intersections based on existing and anticipated traffic patterns to and from the project site.
- Distribute and assign cumulative projects traffic.
- Forecast traffic volumes for cumulative projects for the proposed project traffic and cumulative projects in the study area.

Formulation of Future Traffic Volumes

- Contact San Bernardino Associated Governments (SANBAG) Staff and/or approved consultant and formally request preparation of County/City approved computer traffic model runs for baseline conditions and buildout conditions for the Daily, AM, and PM peak periods.
- Project future traffic volumes using the following methodology:
  - Peak period traffic volumes will be converted to peak hour (i.e., one-hour) traffic volumes using a conversion factor of 0.38 for the AM peak hour and 0.28 for the PM peak hour;
  - Determine the projected rate of growth; and
  - Based on this determination, the growth rate will be applied to the existing Daily, AM and PM peak hour traffic volumes in order to formulate the interim phases and long-term buildout pre-Project traffic volumes, with cumulative project traffic may be added as well.
- Buildout traffic volume forecasts will also be determined through utilization of the San Bernardino County Transportation Analysis Model (SBTAM) output via the following methodology:
  - Calculate the difference between the baseline and the Year 2040 buildout peak period traffic volumes and convert to AM and PM peak hour (i.e., one-hour) link traffic volumes;

- Link traffic volumes (i.e., two-way directional traffic volumes on each roadway segment) will be post-processed using the County/City approved "b-turns" program and the relationship of the base year validation model run output to the base year "ground" traffic counts.

Project Evaluation and Mitigation Analysis

- Prepare AM and PM peak hour Level of Service (LOS) calculations at up to three study intersections for the scenarios listed below to determine the potential impacts of the proposed Project. The LOS calculations will be based on City-approved capacity analysis methodologies (i.e., Highway Capacity Manual method). The analysis scenarios are:
  - Existing Traffic Conditions,
  - Existing With Project Traffic Conditions,
  - Condition (2) with Mitigation Measures, if necessary,
  - Near-Term Without Project Traffic Conditions,
  - Near-Term With Project Traffic Conditions,
  - Condition (5) with Mitigation Measures, if necessary,
  - Long-Term Without Project Traffic Conditions,
  - Long-Term With Project Traffic Conditions, and
  - Condition (8) with Mitigation Measures, if necessary
- Assess the impact of the Project based on the results of the peak hour intersection analyses, the City's LOS standards and application of the City's significance criteria. Based on this assessment, determine which intersections (if any) will require improvements to mitigate potential traffic impacts associated with the proposed Project to less than significant levels.
- Provide recommended mitigation measures which may include intersection and/or signalization improvements, striping modifications, the addition of auxiliary turn lanes, traffic control/limitations at site access points, etc. Please note that this proposal assumes the recommended mitigation measures can be adequately described within the text of the report. Should the City request preparation of plans to further demonstrate the feasibility of the mitigation measures, an amendment to our contract will be necessary.
- Conduct Traffic Signal Warrant Analyses at all the unsignalized intersections where a traffic signal is recommended as part of the mitigation measure.
- Calculate the net traffic increment (fair-share percentage) due to the Project at the impacted intersections. Based on the required mitigation measures, estimate the Project's fair-share percentage towards the cost of the proposed mitigation improvements

Site Access and Internal Circulation Review

- Prepare AM and PM peak hour LOS calculations at up to two project driveways for the scenarios listed below. The LOS calculations will be based on City-approved capacity analysis methodologies (i.e., Highway Capacity Manual method). The analysis scenarios are:

- Existing With Project Traffic Conditions,
- Near-Term With Project Traffic Conditions, and
- Long-Term With Project Traffic Conditions

- Review the proposed access and internal circulation scheme of the proposed project and provide comments regarding the on-site circulation/parking lot layout and design, ingress and egress safety opportunities and constraints, adequate sight distances at project driveways, locations of proposed driveways with respect to existing (conflicting) driveways, striping configurations, and median modifications, if any.

Preparation of the Focused Traffic Impact Analysis Report

- Prepare a traffic impact analysis report that details all of the above-mentioned items, our analysis, findings and conclusions. The report will be suitably documented with tabular, graphic and appendix materials. The report will be submitted for your review and review by appropriate members of the project team and City Staff.
- Coordinate with project team and City Staff regarding questions and comments on the traffic impact analysis report. If necessary, prepare a final report incorporating reasonable comments and edits from project team and City Staff, in both hard copy and digital formats.

Deliverable

- One electronic version (via email) in Word and PDF formats of the Focused Traffic Impact Analysis Report.

Task 4: Initial Study/Mitigated Negative Declaration

Subtask 4.1: Prepare Administrative Draft Initial Study/Mitigated Negative Declaration

FCS will prepare an Administrative Draft IS/MND for City staff review that will evaluate the proposed project's impacts. The IS/MND format will include separate sections for discussion of each CEQA Guidelines Appendix G Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). The IS/MND will evaluate project impacts against each question on the Appendix G Environmental Checklist and determine whether a potentially significant impact could occur that requires mitigation or if impacts would be less than significant and would not require mitigation. If potentially significant impacts are identified, FCS will draft mitigation measures that would reduce the impact to a less than significant level.

The following issues will be evaluated in the IS/MND:

- Aesthetics, Light, and Glare
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Land Use
- Noise
- Population and Housing
- Public Services

- Cultural Resources
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Recreation
- Transportation
- Tribal Cultural Resources
- Utility Systems

Deliverables

- One electronic version (via email) of the Administrative Draft IS/MND to the City of Colton.

Subtask 4.2: Prepare Screencheck Draft Initial Study/Mitigated Negative Declaration

Following receipt of one set of consolidated comments from City staff on the Administrative Draft IS/MND, FCS will make revisions as directed by City staff and in accordance with the overall scope of work. The Screencheck Draft IS/MND will be prepared as a final print copy for review by City staff prior to printing; it is FCS's intent that this submittal will satisfactorily address all City staff comments on the Administrative Draft IS/MND.

Deliverables

- One electronic version (via email) of the Screencheck Draft IS/MND to the City of Colton.

Subtask 4.3: Prepare Public Draft Initial Study/Mitigated Negative Declaration

Following receipt of any City comments on the Administrative Draft IS/MND, FCS will complete revisions and prepare the Draft IS/MND. In accordance with the CEQA Guidelines, the IS/MND would be circulated for public review for either a minimum of 20 days (local review) or a minimum of 30 days (if sent to the State Clearinghouse). FCS will prepare and provide hard copies of the Draft IS/MND to the City, State Clearinghouse, and other applicable parties (up to 20 addresses). Technical memorandums and output files prepared by FCS will be included as appendices to the Draft IS/MND for distribution.

FCS will also mail the Notice of Intent (NOI) to Adopt an ND or MND to all of the parties listed above, along with any other interested parties or agencies on the City-provided mailing list (up to 20 addresses).

Deliverables

- Twenty hard copies and one electronic version (PDF) of the Public Draft IS/MND, with Technical Reports and modeling output/data base searches on CD.
- Fifteen CDs of the IS/MND, and one Summary Form to the State Clearinghouse.
- Fifteen hard copies and one electronic version (PDF) of the NOI, NOC, and draft newspaper notice for local publication.

Subtask 4.4: Responses to Comments

The CEQA Guidelines indicate that lead agencies are not required to respond to written comments submitted in response to Draft IS/MND. However, lead agencies often request that written responses be

provided to all written comments in order to demonstrate that the lead agencies considered the concerns, questions, or objections raised by public agencies or private parties. Accordingly, FCS has budgeted 20 hours of staff time to response to written comments that would be included in the Staff Report prepared for the meeting(s) at which the IS/MND would be considered for adoption. Should the volume of comments or the level of technical detail require more than 20 hours of staff time, FCS will require approval of an augment to cover the additional time. Note that FCS has budgeted for one round of City comments on the draft Responses to Comments prior to finalizing them for inclusion in the Staff Report.

Deliverables

- One electronic version (via email) of the draft Responses to Comments to the City of Colton.
- Ten hard copies and one electronic version (via email) of the final Responses to Comments to the City of Colton.

Subtask 4.5: Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the IS/MND. This comprehensive MMRP will provide the City with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification.

Deliverables

- One electronic version (via email) of the MMRP to the City of Colton.

Subtask 4.6: Prepare Notice of Determination

FCS will prepare the Notice of Determination (NOD) and provide it to City staff for filing with the San Bernardino County Clerk's Office within five business days of IS/MND approval. As indicated in this scope of work, City staff or the applicant will be responsible for filing the NOD and paying the associated filing fees. FCS recommends filing the NOD as soon as possible after the IS/MND is adopted, in order to reduce the possibility of legal challenges.

Deliverable

- NOD (two web-friendly copies including an electronic version, and PDF copy) (via email) to be provided to the City of Colton.

Task 5: Meetings Attendance

FCS has extensive experience in public outreach programs and scoping, including public participation programs and public hearings. FCS will be present at two public meetings/hearings to assist City staff with questions and answers on environmental issues. Meeting graphics depicting the project and other project description materials are assumed to be provided by the applicant's civil engineer or architect

and/or City staff in drafting staff reports and recommendations to the Planning Commission and City Council. This will include two public hearings (i.e., Planning Commission and City Council). The allocations of meetings can be altered by mutual agreement. FCS may attend additional meetings on a time-and-material basis, with authorization.

Task 6: Project Management and Coordination

FCS is firmly committed to developing and maintaining close working relationships with City staff and the applicant. Emphasis on communication, as well as involvement of FCS principals and senior staff in all projects, results in performance that satisfies project objectives, government requirements, and project needs. Communication is key to a successful project. FCS will place top priority on working as a partner with City staff, the applicant, and other project team members, as necessary, during environmental processing of the project. We will help anticipate controversial issues, devise solutions, and provide expert environmental compliance consultation. Understanding the City's objectives and ensuring they are reflected in the environmental review and analyses are key aspects of our approach. This scope of work assumes regular interaction with City staff and other project team members, as necessary, and requires frequent information sharing among project team members. Frank Coyle, Project Director, and Charles Holcombe, Senior Project Manager, as the management team for this endeavor, will undertake this task.

EXHIBIT "B"

SCHEDULE OF SERVICES

Work Tasks/Milestone	Week
Task 1: Project Initiation	Week 1
Task 2: Prepare Comprehensive Project Description	Week 2
Task 3: Technical Studies	
Subtask 3.1: Air Quality Assessment/Greenhouse Gas Report	Week 4
Subtask 3.2: Health Risk Assessment	Week 4
Subtask 3.3: Biological Resources Assessment	Week 4
Subtask 3.4: Phase I Cultural Resources Assessment	Week 4
Subtask 3.5: Noise Impact Analysis	Week 4
Subtask 3.6: Focused Transportation Impact Analysis	Week 4
Task 4: Initial Study/Mitigated Negative Declaration	
Subtask 4.1: Administrative Draft IS/MND	
- Submit Administrative Draft IS/MND	Week 6
- Receive Comments on Administrative Draft IS/MND	Week 8
Subtask 4.2: Screencheck Draft IS/MND	
- Submit Screencheck Draft IS/MND	Week 9
- Receive Comments on Screencheck Draft IS/MND	Week 11
Subtask 4.3: Public Draft IS/MND	
- 20-day Review Period for Draft IS/MND	Week 14
Subtask 4.4: Response to Comments	Week 15
Subtask 4.5: MMRP	Week 15
Subtask 4.6: Notice of Determination	Within 5 Days of Project Approval
Task 5: Meeting Attendance	TBD
Task 6: Project Management and Coordination	Ongoing

EXHIBIT "C"

COMPENSATION

Work Tasks/Milestone	Fees
Task 1: Project Initiation	$1,300
Task 2: Prepare Comprehensive Project Description	$610
Task 3: Technical Studies	
Subtask 3.1: Air Quality Assessment/Greenhouse Gas Report	$6,050
Subtask 3.2: Health Risk Assessment	$8,175
Subtask 3.3: Biological Resources Assessment	$6,000
Subtask 3.4: Phase I Cultural Resources Assessment	$5,200
Subtask 3.5: Noise Impact Analysis	$6,740
Subtask 3.6: Focused Transportation Impact Analysis	$9,350
Task 4: Initial Study/Mitigated Negative Declaration	
Subtask 4.1: Administrative Draft IS/MND	$9,195
Subtask 4.2: Screencheck Draft IS/MND	$4,190
Subtask 4.3: Public Draft IS/MND	$1,965
Subtask 4.4: Response to Comments	$1,835
Subtask 4.5: MMRP	$660
Subtask 4.6: Notice of Determination	$385
Task 5: Meeting Attendance	$3,540
Task 6: Project Management and Coordination	$4,090
Subtotal to prepare an IS/MND and associated Technical Analysis	*$69,285*
Direct Costs: Reprographics, Postage, Courier Deliveries, Supplies, Reference Materials, etc.	$1,500
Grand Total to prepare an IS/MND and associated Technical Analysis	**$70,785**

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ITEM NO. 14

STAFF REPORT

DATE: NOVEMBER 6, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: DEB FARRAR, COMMUNITY SERVICES DIRECTOR

SUBJECT: CONSIDER ADOPTION OF RESOLUTION R-113-18 DECLARING A SHELTER CRISIS IN THE CITY OF COLTON TO ACCESS SB 850 HOMELESS EMERGENCY AID PROGRAM (HEAP) GRANT FUNDS AND APPROVE AGREEMENT WITH BLAIS & ASSOCIATES TO PROVIDE GRANT WRITING SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

1) Adopt Resolution R-113-18 declaring a shelter crisis pursuant to SB 850 as required to be eligible to seek an allocation of funds through the State's Homeless Emergency Aid Program (HEAP),
2) Approve the professional services agreement for Blais & Associates to provide grant writing services for the HEAP funding, waiving the normal formal bidding process in accordance with Colton Municipal Code 3.08.140(e), and
3) Authorize the City Manager to execute all contracts necessary to proceed.

BACKGROUND

The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program (HEAP) as part of SB 850 enacted on June 27, 2018 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018). HEAP is a one-time $500 million block grant program designed to provide direct, immediate, one-time, flexible funding to provide support to cities and counties to address homelessness throughout California through funding provided to Continuums of Care (COCs). Eligible uses include, but are not limited to the following: homelessness prevention activities, assisting individuals and families at imminent risk of homelessness through security deposits, subsidy, eviction support, landlord incentives, and emergency aid. The San Bernardino County Continuum of Care (CoC) is eligible to allocate $9,389,654 in HEAP Funding pursuant to the Notice of Funding Availability for Round 1.

Based on the HEAP Grant Program Guidance, a shelter crisis declaration is required for all cities and counties within a CoC that wish to receive HEAP funds. While the County serves as the "Collaborative Applicant" for the local CoC, the County may only declare a shelter crisis for the unincorporated areas of the county. Cities within the county must take action November 16, 2018 to declare their own shelter crisis.

ISSUES/ANALYSIS

Although there are no current plans to utilize public buildings or other facilities for a designated Homeless shelter within the City of Colton, declaring a shelter crisis provides the City with flexibility to apply for grant funds to create a program which assists Colton residents who are experiencing homelessness or in imminent danger of becoming homeless. Grants for homelessness are typically targeted to existing programs, not to create new programs. To that end, we are contracting with Blais and Associates to assist in grant writing and crafting a competitive, manageable and ultimately successful program that will offer an opportunity to fill a gap in services to our community.

The City of Colton currently has a contract with Blais and Associates for grant writing services in the amount of $19,000 out of the City Manager's Office. The current proposal for grant writing services to apply for HEAP funding is in the amount of $8,815 when combined with the existing contract, exceeds the City Managers $25,000 threshold. Given the short timeframe for grant preparation and submittal along with Blais and Associates grant writing experience, the anticipation is the City's chances of being successful are increased.

Colton Municipal Code 3.08.140(e) allows the City Manager to dispense with the public bidding for professional services contracts exceeding $25,000, if he determines it is in the best interest of the City and its administrative operations to do so. Since the City already has a contract in place for grant writing services with Blais and Associates where they have demonstrated their experience and knowledge and successful grant writing for the City, staff has determined it is in the best interest of the City to award the additional work for the HEAP project.

FISCAL IMPACTS

Grant writing funds are budgeted and available in the City Manager's Professional Services Account # 100-6020-6020-2350.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. HEAP-Overview
2. Resolution R-113-18 HEAP Funding
3. PSA - Blais & Associates

RESOLUTION NO. R-113-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, STATE OF CALIFORNIA, DECLARING A SHELTER CRISIS PURSUANT TO SB850, (CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE § 8698.2).

WHEREAS, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of2018); and

WHEREAS, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2; and

WHEREAS, this funding will be utilized to City of Colton develop a homelessness plan and undertake multiple efforts at the local level to combat homelessness; and

WHEREAS, the City of Colton finds that 1,886 persons within the San Bernardino County Continuum of Care are homeless and living without shelter; and

WHEREAS, the City of Colton finds that the number of homeless is significant and these persons are without the ability to obtain shelter; and

WHEREAS,the City of Colton finds that the health and safety of unsheltered persons in the City of Colton is threatened by a lack of shelter.

WHEREAS, the City of Colton affirms the City of Colton's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Colton, CALIFORNIA, that a shelter crisis pursuant to Government Code §8698.2 exists in the City of Colton, and authorizes the City of Colton's participation in the Homeless Emergency Aid Program.

PASSED, APPROVED AND ADOPTED this 6th day of November, 2018.

_____
RICHARD A. DELAROSA, Mayor

ATTEST:

_____
CAROLINA R. PADILLA, City Clerk

CITY OF COLTON
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 7TH day of **November 2018** by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 ("City") and **Blaise & Associates,** a **corporation** with its principal place of business at **7545 Irvine Business Center, Suite 200, Irvine CA 92618** ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **grant writing services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the grant writing project **Homeless Emergency Assistance Program (HEAP)** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **grant writing services** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **October 15, 2018 to January 31, 2019**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Debra Farrar**.

3.2.5 City's Representative. The City hereby designates **William R. Smith, City Manager**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Andrea Owen**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's

Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of

City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Consultant's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Consultant's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* **$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* **$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **$1,000,000** per accident for bodily injury or disease.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees,

agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received

and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Eight Thousand, Eight Hundred, Fifteen Dollars ($8,8155)** without written approval of **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which

is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or

otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:
Blais & Associates
7545 Irvine Center Drive
Irvine Business Center, Suite 200
Attn: Andrea Owens

City:
City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: **Deb Farrar, Director of Community Services**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above

indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COLTON AND BLAIS & ASSOCIATES, INCORPORATED

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **7th** day of **November 2018**.

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

BLAIS & ASSOCIATES,
a Corporation

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "A"

SCOPE OF SERVICES

Activity
Preliminary Analysis Work (review solicitation, create checklist & timeline, prepare for and lead a kick-off conference call, establish internal e-file system, attend to follow-up action items, prepare grant narrative template)
Program Design, Research and Refinement
Develop Draft Shelter Crisis Declaration Resolution (must be adopted on November 6, 2018). Due to Office of Homeless Services by November 16, 2018.
Cover Page (Attachment A) - circulate for signature
Statement of Certification (Attachment B) - circulate for initials
Licenses, Permits and/or Certifications (Attachment C)
Exceptions to RFA (Attachment D), if needed
Public Records Act Exemptions (Attachment E), if needed
TOC - All pages, including enclosures, must be clearly and consecutively numbered and correspond to TOC
Develop Application Narrative (see Project #1 Tab in HEAP Excel Application. Includes: Categories; Project Description; Service Area; Project Readiness; Long-term Results; Project Sustainability; Collaboration; Eligible Population Verification; CA Housing First Policy; Measurable Outcomes; Administrative Capacity; Leveraging of Funding).
Develop Budget Template and Narrative
Coordinate with Client and Submission. Conference calls, email correspondence, technical questions, verbal interviews, etc.; prepare and provide 80% draft and 100% final for Client review and feedback; internal strategy meetings and quality control; incorporate edits from client and formatting attachments; coordinate submission of proposal (via e-mail at homelessRFP@hss.sbcounty.gov) and seven hard copies, and create classification folder files for Client's permanent record-keeping.
Subtotal Labor Hours Per Application
Direct Costs (charged at cost, no mark-up)
Classification Folder (flash drive)
Reproduction (7 unbound hard copies/original signatures)
Express Delivery Mail or Courier Services

EXHIBIT "B"

SCHEDULE OF SERVICES

All work shall be completed by January 31, 2019.

EXHIBIT "C"

COMPENSATION

Compensation shall not exceed Eight Thousand, Eight Hundred, Fifteen Dollars ($8,815)

ITEM NO. 15

STAFF REPORT

DATE: NOVEMBER 6, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: DEB FARRAR, COMMUNITY SERVICES DIRECTOR

SUBJECT: AWARD CONTRACT TO PSOMAS FOR THE COORDINATION & PROCESSING OF THE MITIGATED NEGATIVE DECLARATION (MND) FOR THE COLTON SOCCER COMPLEX AND APPROPRIATE ADDITIONAL FUNDS

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

1. Award contract for the Coordination & Processing of the Mitigated Negative Declaration (MND) for the Colton Soccer Complex in the amount of $284,235
2. Approve Resolution R-114-18 authorizing an additional appropriation of $84,235 from the Park Development Fund for this phase of the project
3. Authorize the City Manager to execute all contracts necessary to proceed.

BACKGROUND

City Council, the Recreation & Parks Commission, and City Staff have identified the need for a regional soccer complex and community park within Colton to meet the growing needs of the community. Currently, the City of Colton does not own a single soccer or football field to serve its community of over 53,000 residents. The current youth soccer and football clientele, which numbers well over 1,000 participants, utilizes school district fields, which are few in number, and difficult to maintain due to the demand for use, as the result of a lack of alternatives. The Colton Soccer Complex will provide a primary location to facilitate usage by all of these participants, and ease the overuse of school district facilities, allowing better playing conditions for school sports.

The proposed Colton Soccer Complex will provide a safe, well-maintained park, containing sports facilities geared toward soccer and football experiences for Colton family members of all ages. The proposed park site is located within the City of Colton accessible via Congress Street, and close to Veterans Park and adjacent to the Santa Ana River and the Santa Ana River Trail. The proposed site encompasses several parcels of land (just under 40 acres), which are owned by

ages. The proposed park site is located within the City of Colton accessible via Congress Street, and close to Veterans Park and adjacent to the Santa Ana River and the Santa Ana River Trail. The proposed site encompasses several parcels of land (just under 40 acres), which are owned by the City. In order to make decisions on potential development options, funding options, and allocation of City resources for the project, in 2014 the City retained Integrated Consulting Group (ICG) to prepare a conceptual design of the proposed site and prepare a development strategy report.

In the spring of 2016, the City retained ICG to provide the next phase of the feasibility study regarding the Colton Soccer Complex. In 2016, ICG, provided the first phase of studies including determining what environmental issues existed and the potential impact, along studies to address the CEQA categories of hydrology, geology and hazardous materials, air quality/greenhouse gas, biological resources, cultural resources, traffic and circulation and noise. A secondary conceptual site plan was designed based on the results of the studies, which was approved by City Council on October 18, 2016.

In May of 2018, an updated concept plan was approved by City Council which was redesigned to avoid mitigation costs for the woolly-star and mammal species and be compatible with future Santa Ana River Retention Pond and the Environmental Habitat Conservation Area. It also addresses approved mitigation of the Guyaux Landfill area by positioning a parking lot over the landfill area. At the same meeting, $200,000 was appropriated for the next phase of the project.

ISSUES/ANALYSIS

On August 14, 208, staff issued a Request for Proposals for the Coordination & Processing of the Mitigated Negative Declaration (MND) for the Colton Soccer Complex. The bid and related documents were distributed to 21 Vendors through BidNet, past interest expressed, and the City's approved Consultant list. The Notice was additionally advertised in The Press Enterprise on August 18, 2018 and August 25, 2018. The bid due date was 4:00 p.m. on September 10, 2018 and was opened publically at the Community Services Administrative Offices, located at 670 Colton Avenue, Colton, CA 92324. Five proposals were received from Integrated Consulting Group, CASC Engineering & Consulting, PSOMAS, Lilburn Corporation, and Placeworks.

Staff from Public Works, Development Services and Community Services evaluated the bids based on meeting the Bid submittal requirements. Once evaluated individually, staff met on Monday, October 1, 2018 to discuss the two proposals with the highest combined scores, PSOMAS and Lilburn Corporation. Colton Municipal Code 3.018.070(f) allows for Contracts for Professional Services to be awarded to the contractor who will best serve the interests of the City, taking into account the demonstrated competence, professional qualifications and suitability for the Project in general. Through the discussion of experience and contacting of references of municipal projects with similar size, staff concluded that PSOMAS best meets the submittal requirements with the most CEQA experience and fewest sub-contractors, therefore the successful bidder. Here are the final rankings:

1. PSOMAS
2. Lilburn Corporation
3. Integrated Consulting Group
4. CASC Engineering & Consulting
5. Placeworks.

On May 1, 2018, $200,000 was appropriated from the Park Development Fund which was the estimated cost of the remaining studies and work necessary to obtain an MND. However, in June 2018, we received notice that CalRecycle had conducted its own report on the lateral extent of wastes related to the Guyaux Waste Disposal Site based on a review of historical aerial photographs and topographic maps, site reconnaissance and relevant background information. The focus was on evaluation of the northern and western waste extents since the results of the March 2017 Phase II Environmental Site Assessment, in their opinion, likely extends beyond the City of Colton property boundary. Further, they have determined that the secondary tract which was obtained by the City in August 2017 and not included in the Phase II ESA in March 2017, requires testing and studies to be included in the draft and final Mitigated Negative Declaration for the Colton Soccer Complex. This additional task area requires funding beyond what was appropriated in May 2018.

FISCAL IMPACTS

An appropriation from Park Development Fund in the amount of $84,235 is necessary in the following account in order to facilitate the project:

Park Development Fund Professional Services Acct No 248-6200-6205-2350 $84,235.

Once appropriated, the contract will be paid from Acct No. 248-6200-6205-2350 in the amount of $284,235.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENT

1. Colton Regional Soccer Complex and Community Park Concept Design, approved by City Council on May 1, 2018
2. R-114-18 Soccer Park MND
3. 11.6.PSA-Psomas

RESOLUTION NO. R-114-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON TO AMEND THE FISCAL YEAR 2018/2019 BUDGET TO APPROPRIATE $84,235 FROM PARK DEVELOPMENT FUNDS FOR SOCCER COMPLEX DEVELOPMENT

WHEREAS, the City of Colton has identified the need for a community soccer complex and park within Colton to meet the growing needs of the community; and

WHEREAS, the proposed Colton Sports Complex will provide a safe, well-maintained park, containing sports facilities geared toward soccer and football experiences for Colton family members of all ages; and

WHEREAS, this funding will be utilized to complete environmental studies, and other necessary tasks through the draft and final Mitigated Negative Declaration for the Colton Soccer Complex.

NOW, THEREFORE, the City Council of the City of Colton does hereby resolve as follows:

Section 1: The staff report accompanying this resolution is found to be true, adopted as findings, and incorporated into this resolution.

Section 2: The City Council authorizes an appropriation of $84,235 from the Park Development Fund as an adjustment to the Fiscal Year 2018/2019 budget as follows:

- Professional Services Acct # 248-6200-6205-2350 $84,235.

PASSED, APPROVED AND ADOPTED this 6th day of November, 2018.

RICHARD A. DELAROSA, Mayor

ATTEST:

CAROLINA R. PADILLA, City Clerk

CITY OF COLTON
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 7TH day of **November 2018** by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 ("City") and **PSOMAS**, a **corporation** with its principal place of business at **1500 Iowa Avenue, Suite 20, Riverside, CA 92507** ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Consulting and Environmental studies** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the **Colton Soccer Complex – Coordination & Processing of the Mitigated Negative Deck (MND)** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **CEQA Studies** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **November 7, 2018 to June 30, 2018**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and

deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Kristin Starbird**.

3.2.5 City's Representative. The City hereby designates **William R. Smith, City Manager**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Kristin Starbird**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant

shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant,

employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Consultant's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Consultant's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Consultant further warrants that it, its employees and subcontractors will receive adequate

training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* **$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* **$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **$1,000,000** per accident for bodily injury or disease.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in

connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Eighty Four Thousand, Two Hundred, Thirty Five Dollars ($284,235)** without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:
PSOMAS, Incorporated
1500 Iowa Avenue, Suite 210
Riverside, CA, 92507
Attn: Kent Norton

City:
City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: **Deb Farrar, Director of Community Services**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs,

expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COLTON AND PSOMAS, INCORPORATED

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **7th** day of **November 2018**.

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

PSOMAS,
a Corporation

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "A"

SCOPE OF SERVICES

#	TASK
1.0	**PROJECT INITIATION**
1.1	Kick-off Meeting
1.2	Project Description
1.2	Coordination with Resource Agencies
2.0	**TECHNICAL STUDIES**
2.1	Air Quality/Greenhouse Gas Emissions
2.2	Biological Resources
2.3	Cultural Resources
2.4	Geology and Soils
2.5	Hazardous Materials -
2.6	Hydrology
2.7	Noise/Vibration
2.8	Traffic and Circulation
2.9	Engineering Tasks Survey Tasks
3.0	**INITIAL STUDY**
3.1	Administrative Draft Initial Study
3.2	Screencheck Draft Initial Study
4.0	**DRAFT MITIGATED NEGATIVE DECLARATION**
4.1	Approval Draft and Public Review Initial Study/MND
5.0	**FINAL MITIGATED NEGATIVE DECLARATION**
5.1	Administrative Draft Response to Comments
5.2	Screencheck Response to Comments
5.3	Mitigation Monitoring and Reporting Program
5.4	Notice to Determination
6.0	**MEETINGS AND MANAGEMENT**
6.1	Meetings City Staff Meetings (5) Public Hearings (2)
6.2	Project Management and Administration

EXHIBIT "B"

SCHEDULE OF SERVICES

All work shall be completed by June 30, 2018.

EXHIBIT "C"

COMPENSATION

Compensation shall not exceed Two Hundred, Eighty Four Thousand, Two Hundred, Thirty Five Dollars ($284,235)