



# GARDENA CITY COUNCIL

## Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162nd Street, Gardena, California

Website: [www.cityofgardena.org](http://www.cityofgardena.org)

**Tuesday, August 9, 2022**

**Closed Session 7:00 p.m.**

**Open Session 7:30 p.m.**

**TASHA CERDA**, *Mayor*

**PAULETTE C. FRANCIS**, *Mayor Pro Tem*

**MARK E. HENDERSON**, *Council Member*

**RODNEY G. TANAKA**, *Council Member*

**WANDA LOVE**, *Council Member*

**MINA SEMENZA**, *City Clerk*

**GUY H. MATO**, *City Treasurer*

**CLINT OSORIO**, *City Manager*

**CARMEN VASQUEZ**, *City Attorney*

**LISA KRANITZ**, *Assistant City Attorney*

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In order to minimize the spread of the COVID 19 virus Governor Newsom has signed AB 361. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at [youtube.com/CityofGardena](https://www.youtube.com/CityofGardena)
2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at [publiccomment@cityofgardena.org](mailto:publiccomment@cityofgardena.org) by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
  - <https://us02web.zoom.us/j/84226045191>  
Phone number: US: +1 669 900 9128, Meeting ID: 842 2604 5191  
Press \*9 to Raise your Hand and \*6 to unmute when prompted.
  - If you wish to speak live on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.
4. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email [bromero@cityofgardena.org](mailto:bromero@cityofgardena.org) at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

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## STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

- Treat everyone **courteously**;
- Listen to others **respectfully**;
- Exercise **self-control**;
- Give **open-minded** consideration to all viewpoints;
- Focus on the issues and **avoid personalizing debate**; and
- **Embrace respectful disagreement** and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

**Thank you for your attendance and cooperation**

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### 1. **ROLL CALL**

### **PUBLIC COMMENT ON CLOSED SESSION**

The City Council will hear from the public only on the items that have been described on this agenda (GC §54954.3)

### 2. **CLOSED SESSION**

- 2.A CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section  
54956.9  
(One [1] Matter)

### 3. **PLEDGE OF ALLEGIANCE**

Lyneiah Anderson  
153rd Street School & Johnson Park Summer Day Camp

### 4. **INVOCATION**

Presented by Council Member Rodney G. Tanaka

### 5. **PRESENTATIONS**

### 6. **PROCLAMATIONS**

- 6.A "City of Gardena 92nd Anniversary Day" - September 11, 2022: ***To be Proclaimed Only***  
[Proclaim Only-92nd Anniv. Day - 2022.pdf](#)

### 7. **APPOINTMENTS**

- 7.A Rent Mediation Board - Tenant Representative - Joanne Brown  
(Appointed by Council Member Love)
- 7.B Senior Citizen Commission - Shari Farmer  
(Appointed by Council Member Love)



## 8. **CONSENT CALENDAR**

### **NOTICE TO THE PUBLIC- Roll Call Vote Required On The Consent Calendar**

All matters listed under the Consent Calendar will be enacted by one motion unless a Council Member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

- 8.A Waiver of Reading in Full of All Ordinances Listed on This Agenda and that they Be Read by Title Only  
**CONTACT: CITY CLERK**
- 8.B Approval of Warrants/Payroll Register, August 9, 2022  
**CONTACT: CITY TREASURER**  
[Warrant-Payroll Register 08-09-22.pdf](#)
- 8.C Personnel Report P-2022-15 8-09-22  
**CONTACT: HUMAN RESOURCES**  
[PERS RPT P-2022-15 8-09-22.doc](#)  
[PUBLIC WORKS SUPERINTENDENT - Attachment 1.doc](#)  
[ASSISTANT PW DIRECTOR-CITY ENGINEER - Attachment 2.doc](#)  
[Classification and Compensation Schedule - Eff. 08.09.2022 - Attachment 3.pdf](#)
- 8.D [RESOLUTION NO. 6599](#), Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency  
**CONTACT: CITY MANAGER**  
[Reso No. 6599.pdf](#)
- 8.E [RESOLUTION NO. 6600](#), Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws  
**CONTACT: CITY MANAGER**  
[RESO NO 6600.pdf](#)
- 8.F Acceptance and Notice of Completion for the Police Station Sewer Pump Replacement Project, JN 511.  
**CONTACT: PUBLIC WORKS**  
[NOC\\_Police Station Sewer Pump Project.docx](#)
- 8.G [Gardena Valley Japanese Cultural Institute - Weekly Bingo Permit \(RENEWAL\)](#)  
[Thursdays 12:00 p.m. - 2:00 p.m.](#)  
**CONTACT: COMMUNITY DEVELOPMENT**  
[Bingo Permit Application.pdf](#)  
[Planning Divison Memorandum Reply.pdf](#)  
[Police Department Memorandum Reply.pdf](#)  
[Fire Department Memorandum Reply.pdf](#)
- 8.H [Gardena Elks Lodge #1919 - Weekly Bingo Permit \(RENEWAL\)](#) Mondays 6:00 p.m. - 12:00 a.m.  
**CONTACT: COMMUNITY DEVELOPMENT**

[Bingo Permit Application.pdf](#)  
[Planning Division Memorandum Reply.pdf](#)  
[Police Department Memorandum Reply.pdf](#)  
[Fire Department Memorandum Reply.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

10. **PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

10.A AUGUST 2, 2022 MEETING - *Meeting Cancelled*

**ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)**

*Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.*

11. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

11.A [Public Hearing: Proposed 48<sup>th</sup> Year Community Development Block Grant \(CDBG\) Program – One Year Action Plan for Use of Funds for Fiscal Year 2022-2023](#)

**Staff Recommendation: Conduct Public Hearing; allow each speaker three (3) minutes; and Approve Plan**  
[Action Plan FY 2022-2023.pdf](#)  
[Proof of Publication.pdf](#)

11.B [Approval of Additional Blanket Purchase Orders for Fiscal Year 2022-2023](#)

**Staff Recommendation: Approve Additional Blanket Purchase Orders**  
[Exhibit A FY23 GTrans Blanket PO List.pdf](#)

12. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

12.A [Short Term Rentals for Lodging Discussion](#)

**Staff Recommendation: Provide direction to staff to draft an ordinance**  
[Staff Report - Agenda Item 12.A.pdf](#)

13. **DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES**

13.A [COVID-19 Update](#)

14. **DEPARTMENTAL ITEMS - POLICE**

- 14.A [Execute five \(5\) year contract with AXON Enterprise, Inc. for the purchase of ninety \(90\) Electronic Control Devices \(ECD\) in the amount not to exceed \\$356,386.33](#)

**Staff Recommendation: Authorize the Police Department to purchase ninety (90) new/unused "T7" ECDs and execute the five-year agreement with AXON Enterprise, Inc. for a total cost, not to exceed, \$356,386.33**

[Gardena-Axon Agreement](#)  
[League of Oregon Cities RFP](#)  
[NPP Agreement - LOC and AXON](#)  
[Contract Amendment 8 AXON](#)

15. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

16. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES**

17. **DEPARTMENTAL ITEMS - TRANSPORTATION**

- 17.A [Approve Donation of Retired Vehicles to the Sister City of Huatabampo, Mexico](#)

**Staff Recommendation: Approve Donation**  
[Donation Request.pdf](#)

- 17.B [Approve Agreement with MOEV under the California Energy Commission Grant Program](#)

**Staff Recommendation: Approve Agreement**  
[MOEV\\_GTrans Subcontract-Package-EPC-20-038 8\\_9\\_2022.pdf](#)

18. **COUNCIL ITEMS**

- 18.A [RESOLUTION NO. 6598, Designating Certain Members of the Gardena City Council to serve as Representatives on the South Bay Council of Governments Governing Board](#)

**Staff Recommendation: Adopt Resolution No. 6598**  
[Resolution No. 6598 - Designating Representatives to SBCCOG.pdf](#)

- 18.B [Designation of Voting Delegate / Representative for the League of California Cities Annual Conference and Expo - September 7-9, 2022](#)

**Staff Recommendation: Designate Voting Delegate**  
[League of CA Cities - Council Action Sheet 2022.pdf](#)

19. **COUNCIL DIRECTIVES**

20. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

21. **COUNCIL REMARKS**

1. COUNCIL MEMBER LOVE
2. COUNCIL MEMBER HENDERSON
3. MAYOR PRO TEM FRANCIS
4. MAYOR CERDA
5. COUCIL MEMBER TANAKA

22. **ANNOUNCEMENT(S)**

23. **REMEMBRANCES**

24. **ADJOURNMENT**

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, August 23, 2022.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at [www.CityofGardena.org](http://www.CityofGardena.org).

Dated this 5th day of August 2022

/s/ MINA SEMENZA  
MINA SEMENZA, City Clerk

**“ CITY OF GARDENA 92<sup>nd</sup> ANNIVERSARY DAY ”**  
**~ SEPTEMBER 11, 2022 ~**

The City of Gardena, California, was incorporated on Thursday, September 11, 1930, combining the rural communities of Gardena, Moneta, and Strawberry Park into a Municipal Corporation. At that time, Gardena was a small farming community of about 20,000 people.

Ninety-two years later, with a population of over 61,000 residents, Gardena has developed into a busy, desirable destination for new residents and a welcoming setting for visitors and corporate citizens.

In sustained and fitting recognition of Gardena’s 75<sup>th</sup> Anniversary landmark theme, “Celebrating History, Heritage, and Opportunity,” we have continued over the past seventeen years to celebrate, with great pride, our cultural wealth and remarkable ethnic diversity through annual City and community events and activities.

Now, Therefore, I, TASHA CERDA, Mayor of the City of Gardena, California, am very proud to proclaim **Sunday, SEPTEMBER 11, 2022**, to be

**CITY OF GARDENA**  
**92<sup>nd</sup> ANNIVERSARY DAY**

to bring appropriate recognition and awareness of our beautiful community’s multi-faceted history and rich heritage, and to look forward to opportunities to celebrate its progress and success far into our City’s future.

MEMORANDUM

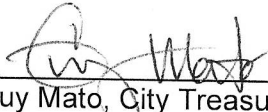
TO: Honorable Mayor and City Council  
FROM: City Treasurer's Office  
DATE: August 4, 2022  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

August 9, 2022 TOTAL WARRANTS ISSUED: \$2,568,038.04

Wire Transfer: 12205-12212  
Prepay: 168357  
Check Numbers: 168358-168526  
Checks Voided:

Total Pages of Register: 21

July 29, 2022 TOTAL PAYROLL ISSUED: \$1,791,083.69

  
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Guy Mato, City Treasurer

cc: City Clerk

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12205	7/19/2022	110183 ALLIANT INSURANCE SERVICES, INC.	2015601	023-01396	ANNUAL INSURANCE RENEWAL - FY 20	6,214.62
Total :						6,214.62
12206	7/18/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4736		HEALTH INSURANCE CLAIMS	25,157.20
Total :						25,157.20
12207	7/20/2022	104058 ADMINISURE INC.	071822		WORKERS' COMP CLAIMS	44,446.99
Total :						44,446.99
12208	7/21/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4737		HEALTH INSURANCE CLAIMS	15,402.28
Total :						15,402.28
12209	7/22/2022	303348 EMPLOYMENT DEVELOPMENT, DEPARTMENT	APR-JUN 2022		SUI QUARTER ENDED 06/30/22	2,286.00
Total :						2,286.00
12210	7/26/2022	104058 ADMINISURE INC.	072622		WORKERS' COMP CLAIMS	20,784.95
Total :						20,784.95
12211	8/1/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4738		HEALTH INSURANCE CLAIMS	56,628.04
Total :						56,628.04
12212	8/1/2022	104058 ADMINISURE INC.	080122		WORKERS' COMP CLAIMS	57,733.37
Total :						57,733.37
168357	8/2/2022	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	07/18-08/10/22		GYMNASTICS INSTRUCTOR SERVICES	5,183.00
Total :						5,183.00
168358	8/9/2022	112185 ACT NOW SIGNS	23430		COMMUNITY AQUATIC & SR. CENTER F	465.38
Total :						465.38
168359	8/9/2022	109073 ADAMS ASHBY GROUP	4305	032-00105	MONITORING SERVICES - SPRING PAF	4,500.00
Total :						4,500.00
168360	8/9/2022	104058 ADMINISURE INC.	15171	023-01400	WORKERS' COMP CLAIMS ADMINISTR/	12,030.00
			15250	023-01400	WORKERS' COMP CLAIMS ADMINISTR/	12,030.00
Total :						24,060.00



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168361	8/9/2022	112177 ADVANCE AUTO PARTS	8916219952516		GTRANS AUTO PARTS	130.48
			8916220052554		GTRANS AUTO PARTS	59.49
			8916220252605		GTRANS AUTO PARTS	314.57
					<b>Total :</b>	<b>504.54</b>
168362	8/9/2022	101748 AFTERMARKET PARTS COMPANY LLC, THE	82744235		GTRANS AUTO PARTS	1,045.45
			82752003		GTRANS AUTO PARTS	225.44
			82752238		GTRANS AUTO PARTS	1,549.73
			82753165		GTRANS AUTO PARTS	362.87
					<b>Total :</b>	<b>3,183.49</b>
168363	8/9/2022	110832 ANTHONY'S AUTO DETAILING	124P3P13		CAR WASH - PD	1,245.00
					<b>Total :</b>	<b>1,245.00</b>
168364	8/9/2022	101628 AQUA-FLO SUPPLY	SI1962129		PARK MAINT SUPPLIES	274.01
			SI1963560		PARK MAINT SUPPLIES	59.24
					<b>Total :</b>	<b>333.25</b>
168365	8/9/2022	101459 ASBURY ENVIRONMENTAL SERVICES	I500-00842445		USED OIL SERVICE CHARGE	95.00
			I500-00842678		USED OIL SERVICE CHARGE	95.00
					<b>Total :</b>	<b>190.00</b>
168366	8/9/2022	104687 AT&T	18536162		TELEPHONE	396.39
					<b>Total :</b>	<b>396.39</b>
168367	8/9/2022	111170 AT&T FIRSTNET	287290395417X6102022		PD CELL PHONE ACCT #287290395417	397.81
			287290395417X7102022		PD CELL PHONE ACCT #287290395417	399.39
			287293416290X7102022		PD CELL PHONE ACCT #287293416290	1,834.26
			287293420631X7102022		PD CELL PHONE ACCT #287293420631	145.87
			287295242065X7102022		PD CELL PHONE ACCT #287295242065	233.75
					<b>Total :</b>	<b>3,011.08</b>
168368	8/9/2022	100964 AT&T MOBILITY	287275680401X7012022		PD CELL PHONE ACCT #287275680401	146.11
			287275680401X8012022		PD CELL PHONE ACCT #287275680401	146.60
			835577878X07012022		PD CELL PHONE ACCT #835577878	613.97
			835577878X08012022		PD CELL PHONE ACCT #835577878	601.86
					<b>Total :</b>	<b>1,508.54</b>

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168369	8/9/2022	102880 AUTOPLEX, INC.	14041		2020 FORD INTR #1591741 OIL & FILTEI	82.19
<b>Total :</b>						<b>82.19</b>
168370	8/9/2022	110686 AZTECH ELEVATOR COMPANY	AZ17338	024-00844	ELEVATOR MAINTENANCE - NCC	285.00
			AZ17339	024-00844	ELEVATOR MAINTENANCE - PW	285.00
			AZ17340	024-00844	ELEVATOR MAINTENANCE - CITY HALL	100.00
			AZ17341	024-00844	ELEVATOR MAINTENANCE - NCC	100.00
<b>Total :</b>						<b>770.00</b>
168371	8/9/2022	109232 B & B JANITORIAL SERVICE	071222		JAZZ FESTIVAL - JANITORIAL SERVICE	1,912.00
<b>Total :</b>						<b>1,912.00</b>
168372	8/9/2022	103641 BECNEL UNIFORMS	47788		BUS UNIFORM SUPPLIES	304.42
			47789		BUS UNIFORM SUPPLIES	1,296.43
<b>Total :</b>						<b>1,600.85</b>
168373	8/9/2022	102135 BEHREND, KENT	118	023-01401	IT NETWORK SUPPORT	3,400.00
			123	023-01346	IT NETWORK SUPPORT	2,531.25
<b>Total :</b>						<b>5,931.25</b>
168374	8/9/2022	107747 BENGAR PRODUCTIONS	7008		EMBROIDERY - SPECIAL EVENT POLO:	1,700.00
<b>Total :</b>						<b>1,700.00</b>
168375	8/9/2022	111902 BPR CONSULTING GROUP LLC	230	032-00098	CONSULTING SERVICES - MAY 2022	77,349.24
			231	032-00098	CONSULTING SERVICES - JUNE 2022	115,201.02
<b>Total :</b>						<b>192,550.26</b>
168376	8/9/2022	102383 BROCK, DAVID	08/17-08/19		TRAINING - COMMAND COLLEGE	250.00
<b>Total :</b>						<b>250.00</b>
168377	8/9/2022	103168 CA TRANSPORT REFRIGERATION, INC.	24547		UNIT #723 LEAK REPAIR	1,553.42
<b>Total :</b>						<b>1,553.42</b>
168378	8/9/2022	105008 CALIFORNIA BUILDING STANDARDS, COMMIS APR-JUN 2022			BUILDING STANDARDS ADMIN FEE	566.10
<b>Total :</b>						<b>566.10</b>
168379	8/9/2022	107369 CALIFORNIA PALMS	17309		JAZZ FESTIVAL CANOPIES	1,939.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168379	8/9/2022	107369 107369 CALIFORNIA PALMS	(Continued)		<b>Total :</b>	<b>1,939.00</b>
168380	8/9/2022	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	41394		LEGAL SERVICES	144.00
			41395		LEGAL SERVICES	36.00
			41396		LEGAL SERVICES	2,063.40
			41397		LEGAL SERVICES	36.00
			41398		LEGAL SERVICES	36.00
			41399		LEGAL SERVICES	1,709.45
			41400		LEGAL SERVICES	50.30
			41401		LEGAL SERVICES	126.00
			41404		LEGAL SERVICES	797.90
			41405		LEGAL SERVICES	144.00
			41407		LEGAL SERVICES	540.00
					<b>Total :</b>	<b>5,683.05</b>
168381	8/9/2022	112201 CARRANZA, HORACIO	08/22-08/24		ANNUAL JAIL TRAINING - PER DIEM	150.00
					<b>Total :</b>	<b>150.00</b>
168382	8/9/2022	110605 CHANDLER ASSET MANAGEMENT	2206GARDENA	013-00029	INVESTMENT MGMT SERVICES - JUNE	2,462.77
					<b>Total :</b>	<b>2,462.77</b>
168383	8/9/2022	308112 CITY OF HAWTHORNE	22-0505GPD	035-01165	AREA G MOBILE COMMAND TRAILER L	2,272.31
					<b>Total :</b>	<b>2,272.31</b>
168384	8/9/2022	111534 CLEAN ENERGY	PJI00025332	037-10062	GTRANS FACILITY MODIFICATIONS	36,354.85
					<b>Total :</b>	<b>36,354.85</b>
168385	8/9/2022	111740 CLEANCOR LNG LLC	592-001020	024-00743	QUARTERLY PREVENTATIVE MAINTEN	873.22
					<b>Total :</b>	<b>873.22</b>
168386	8/9/2022	111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC	52613		LEGAL SERVICES	192.35
					<b>Total :</b>	<b>192.35</b>
168387	8/9/2022	105935 CRAFCO, INC.	9402736942		STREET MAINT SUPPLIES	1,201.24
					<b>Total :</b>	<b>1,201.24</b>
168388	8/9/2022	103512 CRENSHAW LUMBER CO.	54469		STREET MAINT SUPPLIES	107.67
			55277		STREET MAINT SUPPLIES	74.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168388	8/9/2022	103512 103512 CRENSHAW LUMBER CO.	(Continued)		<b>Total :</b>	<b>182.50</b>
168389	8/9/2022	103353 CRM COMPANY, LLC.	LA20697		SCRAP TIRE DISPOSAL FEE	69.50
			LA20698		SCRAP TIRE DISPOSAL FEE	69.50
			LA20699		SCRAP TIRE DISPOSAL FEE	124.50
			LA20799		SCRAP TIRE DISPOSAL FEE	69.50
					<b>Total :</b>	<b>333.00</b>
168390	8/9/2022	110319 CWE DIRECTOR	22312	024-00766	MS4 & NPDES - MONITORING & COMPI	12,215.00
					<b>Total :</b>	<b>12,215.00</b>
168391	8/9/2022	104736 D&R OFFICE WORKS, INC.	0124806		REC OFFICE FURNITURE	799.31
					<b>Total :</b>	<b>799.31</b>
168392	8/9/2022	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL JUNE 2022			MONTHLY HOUSING SERVICES - JUNE	298.91
					<b>Total :</b>	<b>298.91</b>
168393	8/9/2022	104310 DEPARTMENT OF CONSERVATION	APR-JUN 2022		STRONG MOTION INSTRUMENTATION	2,250.63
					<b>Total :</b>	<b>2,250.63</b>
168394	8/9/2022	312117 DEPARTMENT OF WATER & POWER	072222		LIGHT & POWER	102.88
			072922		LIGHT & POWER	65.26
					<b>Total :</b>	<b>168.14</b>
168395	8/9/2022	104500 DOOLEY ENTERPRISES, INC	63435	035-01166	PD AMMUNITION SUPPLIES	8,516.56
					<b>Total :</b>	<b>8,516.56</b>
168396	8/9/2022	104276 DREHS, LARRY W.	JULY 2022		MARTIAL ARTS INSTRUCTOR	1,820.00
			JUNE 2022		MARTIAL ARTS INSTRUCTOR	1,795.00
					<b>Total :</b>	<b>3,615.00</b>
168397	8/9/2022	110534 EL DORADO NATIONAL	90749934		GTRANS BUS VEHICLE SUPPLIES	2,299.60
					<b>Total :</b>	<b>2,299.60</b>
168398	8/9/2022	109617 ELECNOR BELCO ELECTRIC, INC.	14-0724-01	037-10129	GTRANS BUS SUPPLIES	79,508.35
					<b>Total :</b>	<b>79,508.35</b>
168399	8/9/2022	105418 EMPIRE CLEANING SUPPLY	S5271977.002		CUSTODIAL	-32.28

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168399	8/9/2022	105418 EMPIRE CLEANING SUPPLY	(Continued) S5318929		PARK MAINT SUPPLIES	1,578.38
					<b>Total :</b>	<b>1,546.10</b>
168400	8/9/2022	106459 ENTERPRISE FM TRUST	FBN4501293	023-01402	ENTERPRISE LEASE - JULY 2022	502.76
			FBN4505020	023-01402	ENTERPRISE LEASE - JULY 2022 - PD	10,187.45
					<b>Total :</b>	<b>10,690.21</b>
168401	8/9/2022	112200 ESTRADA, PRISCILLA	08/22-08/24		ANNUAL JAIL TRAINING - PER DIEM	150.00
					<b>Total :</b>	<b>150.00</b>
168402	8/9/2022	117115 EVINS, DASHAUN	22-0828		JAZZ FESTIVAL - DJ SERVICES	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
168403	8/9/2022	105650 EWING IRRIGATION PRODUCTS	17350041		PARK MAINT SUPPLIES	110.31
					<b>Total :</b>	<b>110.31</b>
168404	8/9/2022	111880 FEMCO USA INC	25225465		GTRANS MAINT SUPPLIES	226.65
					<b>Total :</b>	<b>226.65</b>
168405	8/9/2022	110241 FERNANDO PULLUM COMMUNITY ARTS, CEN 072222			ENTERTAINMENT SERVICES - JAZZ FE	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
168406	8/9/2022	109726 G SECURITY SERVICES PPO	GJF73021.2	034-00528	SECURITY SERVICES - JAZZ FESTIVAL	8,986.00
					<b>Total :</b>	<b>8,986.00</b>
168407	8/9/2022	109726 G SECURITY SERVICES PPO	GJF73021.2 BAL	034-00528	SECURITY SERVICES -JAZZ FESTIVAL	8,986.00
					<b>Total :</b>	<b>8,986.00</b>
168408	8/9/2022	112191 GARCIA, RAFAEL	PERMIT #17394		PERMIT DEPOSIT REFUND - 14832 RO	500.00
					<b>Total :</b>	<b>500.00</b>
168409	8/9/2022	107008 GARDENA A/C & RADIATOR	52102		2012 FORD F350 #1384709 - A/C SERVI	1,066.13
					<b>Total :</b>	<b>1,066.13</b>
168410	8/9/2022	107030 GARDENA AUTO PARTS	155297		PW AUTO PARTS	-72.75
			155651		PW AUTO PARTS	-55.11
			156875		PW AUTO PARTS	233.07

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168410	8/9/2022	107030 GARDENA AUTO PARTS	(Continued) 156990 157113		PW AUTO PARTS PW AUTO PARTS	85.95 100.00
Total :						291.16
168411	8/9/2022	107080 GARDENA BEAR WHEEL	57050		2015 FORD F-350 #1468167 WHEEL ALI	185.00
Total :						185.00
168412	8/9/2022	107011 GARDENA VALLEY NEWS, INC.	00107755 00107757		COG REOPENING ADVERTISEMENT COG REOPENING ADVERTISEMENT	672.50 25.00
Total :						697.50
168413	8/9/2022	619005 GAS COMPANY, THE	080122		GAS	15.29
Total :						15.29
168414	8/9/2022	619004 GOLDEN STATE WATER CO.	072522 072822		WATER WATER	20,130.89 406.78
Total :						20,537.67
168415	8/9/2022	102480 GOVERNMENTJOBS.COM, INC.	INV25221 INV25533 INV28639	023-01403 023-01403	GOVERNMENTJOBS SUBSCRIPTION R INSIGHT SUBSCRIPTION RENEWAL REGISTRATION - NEOGOV USER CONF	1,831.69 12,151.51 2,048.00
Total :						16,031.20
168416	8/9/2022	107513 GRAINGER	9323313016 9323313024		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES	-13.12 -116.86
				G GG		
			9323313040 9350465416 9374753896 9374786789 9379867162 9380551706 9384056033 9387062152 9387062160		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES	-14.53 189.34 554.52 203.28 82.10 314.12 57.94 21.03 24.40

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168416	8/9/2022	107513 GRAINGER	(Continued) 9387062178 9390781293 9392245446		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES <b>Total :</b>	341.16 23.35 150.96 <b>1,817.69</b>
168417	8/9/2022	108006 HAINES & COMPANY, INC.	001956		CRISS+CROSS PLUS REAL ESTATE <b>Total :</b>	1,985.00 <b>1,985.00</b>
168418	8/9/2022	112076 HERNANDEZ, ROSA	015		INTERN SERVICES <b>Total :</b>	1,344.00 <b>1,344.00</b>
168419	8/9/2022	111549 HF & H CONSULTANTS, LLC	9719377 9719382		SB 1383 & FRANCHISE MGMT SERVICE SB 1383 & FRANCHISE MGMT SERVICE <b>Total :</b>	15,998.25 3,261.00 <b>19,259.25</b>
168420	8/9/2022	108434 HOME DEPOT CREDIT SERVICES	0040218 1032972 3902394 4043614 4542930 5045784 6043351 9543442 9543521		PARK MAINT SUPPLIES GTRANS MAINT SUPPLIES REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES PARK MAINT SUPPLIES PARK MAINT SUPPLIES CUSTODIAL SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES <b>Total :</b>	96.48 438.85 45.46 107.11 36.31 36.32 19.75 51.20 7.70 <b>839.18</b>
168421	8/9/2022	108430 HOME PIPE & SUPPLY	F39405		BLDG MAINT SUPPLIES <b>Total :</b>	32.18 <b>32.18</b>
168422	8/9/2022	104144 HOOKER, JASON	05/20-06/17		EDUCATIONAL REIMBURSEMENT <b>Total :</b>	634.50 <b>634.50</b>
168423	8/9/2022	104572 HUDSON AUDIO WORKS	11691	034-00527	JAZZ FESTIVAL - LIGHTING, SOUND & <b>Total :</b>	8,400.00 <b>8,400.00</b>
168424	8/9/2022	104572 HUDSON AUDIO WORKS	11691 BAL	034-00527	JAZZ FESTIVAL - LIGHTING, SOUND & S	8,400.00



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168424	8/9/2022	104572 104572 HUDSON AUDIO WORKS	(Continued)		<b>Total :</b>	<b>8,400.00</b>
168425	8/9/2022	110510 HUTAURUK, MELYSSA	072622		REIMBURSEMENT - ALL HANDS STAFF	77.53
					<b>Total :</b>	<b>77.53</b>
168426	8/9/2022	111828 IHEARTMEDIA ENTERTAINMENT INC	CAC181-37946	037-10072	LINE 7X SPORTS PROMOTIONAL ADS	16,571.00
			CAC181-37947	037-10072	LINE 7X SPORTS PROMOTIONAL ADS	12,428.00
					<b>Total :</b>	<b>28,999.00</b>
168427	8/9/2022	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	140071951		GTRANS AUTO PARTS	884.05
					<b>Total :</b>	<b>884.05</b>
168428	8/9/2022	110853 JONES & MAYER	110565	020-00034	ATTORNEY SERVICES	10,182.20
			110566		ATTORNEY SERVICES	278.57
			110567		ATTORNEY SERVICES	1,046.70
			110568		ATTORNEY SERVICES	681.60
			110569		ATTORNEY SERVICES	1,065.00
			110570		ATTORNEY SERVICES	1,871.24
			110571		ATTORNEY SERVICES	420.80
			110572		ATTORNEY SERVICES	1,837.87
			110573		ATTORNEY SERVICES	1,714.36
			110574		ATTORNEY SERVICES	1,959.60
			110575		ATTORNEY SERVICES	389.63
			110576		ATTORNEY SERVICES	883.16
			110578		ATTORNEY SERVICES	63.90
			110579		ATTORNEY SERVICES	3,656.78
			110580		ATTORNEY SERVICES	9,766.83
			110581		ATTORNEY SERVICES	4,545.63
			110582		ATTORNEY SERVICES	745.50
			110583		ATTORNEY SERVICES	155.85
					<b>Total :</b>	<b>41,265.22</b>
168429	8/9/2022	211429 KEMP, TAMARA	JULY 2022		DANCE INSTRUCTOR	2,580.00
			JUNE 2022		DANCE INSTRUCTOR	3,053.00
					<b>Total :</b>	<b>5,633.00</b>
168430	8/9/2022	110385 KIMLEY-HORN AND ASSOCIATES, INC	21878759	032-00102	DEVELOPMENT SERVICES - ZENTIS PF	14,560.38

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168430	8/9/2022	110385 110385 KIMLEY-HORN AND ASSOCIATES, INC	(Continued)			<b>Total : 14,560.38</b>
168431	8/9/2022	111260 KJOS, BARBARA JEAN	JULY 2022		GARDENA FAMILY CHILD CARE PROGF	1,711.00
					<b>Total :</b>	<b>1,711.00</b>
168432	8/9/2022	110677 KOFF & ASSOCIATES, INC	014402	023-01398	PROFESSIONAL SERVICES - JOB CLAS	2,125.00
					<b>Total :</b>	<b>2,125.00</b>
168433	8/9/2022	110848 KREUZER CONSULTING GROUP	22-101	024-00826	CONSULTING SERVICES - BUDLONG &	33,089.50
			22-104	024-00644	CONSULTING SERVICES - LOCAL STRE	1,416.00
					<b>Total :</b>	<b>34,505.50</b>
168434	8/9/2022	111813 KWIK FLASH PHOTO	08282022		PHOTOGRAPHY SERVICES - JAZZ FES	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
168435	8/9/2022	312655 L.A. COUNTY AUDITOR-CONTROLLER	2022/2023		LOCAL AGENCY FORMATION COMMIS	3,158.51
					<b>Total :</b>	<b>3,158.51</b>
168436	8/9/2022	312039 L.A. COUNTY FIRE DEPARTMENT	C0010588	023-01387	FIRE PROTECTION SERVICES - SEPTE	712,152.60
					<b>Total :</b>	<b>712,152.60</b>
168437	8/9/2022	312113 L.A. COUNTY SHERIFF'S DEPT	223402BL		INMATE MEAL DELIVERY PROGRAM - J	642.68
					<b>Total :</b>	<b>642.68</b>
168438	8/9/2022	112014 LAKESHORE LEARNING MATERIALS	147824063022	331-00058	FCC PROGRAM SUPPLIES	7.71
					<b>Total :</b>	<b>7.71</b>
168439	8/9/2022	105874 LAWSON PRODUCTS, INC.	9309772258		BUS SHOP SUPPLIES	183.00
					<b>Total :</b>	<b>183.00</b>
168440	8/9/2022	111977 LD CONSULTING LLC	22-08A	035-01161	JAIL ASSESSMENT SERVICES	9,571.00
					<b>Total :</b>	<b>9,571.00</b>
168441	8/9/2022	110777 LEARN N PLAY FAMILY DAYCARE	JUNE 2022		CHILD CARE PROVIDER	1,376.00
					<b>Total :</b>	<b>1,376.00</b>
168442	8/9/2022	112260 LIEBERT CASSIDY WHITMORE	219577		LEGAL SERVICES	7,942.68
			219580		LEGAL SERVICES	4,346.39

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168442	8/9/2022	112260 LIEBERT CASSIDY WHITMORE	(Continued) 221480		LEGAL SERVICES	22,112.90
Total :						34,401.97
168443	8/9/2022	112260 LIEBERT CASSIDY WHITMORE	219578		LEGAL SERVICES	3,796.50
			219582		LEGAL SERVICES	20,609.50
			221476		LEGAL SERVICES	6,608.83
Total :						31,014.83
168444	8/9/2022	112260 LIEBERT CASSIDY WHITMORE	217378 BAL		LEGAL SERVICES	7,000.00
			219575		LEGAL SERVICES	2,621.15
			219579		LEGAL SERVICES	430.00
			219581		LEGAL SERVICES	30.00
			219583		LEGAL SERVICES	1,013.00
			221474		LEGAL SERVICES	689.70
			221475		LEGAL SERVICES	1,260.00
			221477		LEGAL SERVICES	1,465.00
			221479		LEGAL SERVICES	117.00
			221481		LEGAL SERVICES	4.75
			221482		LEGAL SERVICES	2,157.00
			221483		LEGAL SERVICES	1,374.00
			221484		LEGAL SERVICES	7,790.14
			221485		LEGAL SERVICES	56.00
			221486		LEGAL SERVICES	4,670.50
Total :						30,678.24
168445	8/9/2022	105236 LONG BEACH ICE, INC.	262448		JAZZ FESTIVAL - ICE	1,323.00
Total :						1,323.00
168446	8/9/2022	112615 LU'S LIGHTHOUSE, INC.	01223123	037-10148	GTRANS SHOP SUPPLIES	251.37
			01223521	037-10148	GTRANS SHOP SUPPLIES	219.99
Total :						471.36
168447	8/9/2022	213055 MAND, RACHELLE	072522		FCC TRAINING FOR PARENTS	200.00
Total :						200.00
168448	8/9/2022	813030 MANNING & KASS	742247		LEGAL SERVICES	3,226.57

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168448	8/9/2022	813030 MANNING & KASS	(Continued) 745952		LEGAL SERVICES	31,171.50
					<b>Total :</b>	<b>34,398.07</b>
168449	8/9/2022	106544 MARINA SECURITY GATE &, ELECTRONICS	5066	024-00852	SERVICE CALL - SENIORS PARKING LC	13,600.00
			5067	024-00781	SERVICE CALL - SENIORS PARKING LC	9,550.00
				024-00837		
					<b>Total :</b>	<b>23,150.00</b>
168450	8/9/2022	104106 MCCAIN, INC.	INV0266227	024-00770	SIGNS/SIGNALS SUPPLIES	2,898.47
			INV0266282	024-00770	SIGNS/SIGNALS SUPPLIES	20,159.73
					<b>Total :</b>	<b>23,058.20</b>
168451	8/9/2022	113064 MCMASTER-CARR SUPPLY COMPANY	79263240		PW SHOP SUPPLIES	307.84
					<b>Total :</b>	<b>307.84</b>
168452	8/9/2022	112044 MEA FORENSIC ENGINEERS &, SCIENTISTS, I	S121956		PROFESSIONAL SERVICES	4,430.00
			S122259		PROFESSIONAL SERVICES	1,657.50
					<b>Total :</b>	<b>6,087.50</b>
168453	8/9/2022	110206 MICHELIN NORTH AMERICA, INC.	DA0051529442	037-10059	GTRANS' BUS TIRE LEASE SERVICES -	5,968.72
					<b>Total :</b>	<b>5,968.72</b>
168454	8/9/2022	111604 MICRO ELECTRONICS, INC	12009959		COMPUTER REPLACEMENT PARTS	712.76
					<b>Total :</b>	<b>712.76</b>
168455	8/9/2022	112193 MITCHELL, ANDREA	PERMIT #50021-0699		PERMIT DEPOSIT REFUND - 2424 W 15	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
168456	8/9/2022	110824 MIXER INC, LLC	102502		JAZZ FESTIVAL MERCHANDISE	1,998.61
					<b>Total :</b>	<b>1,998.61</b>
168457	8/9/2022	112196 MOMAR, INC	PSI458242		STREET MAINT SUPPLIES	982.64
					<b>Total :</b>	<b>982.64</b>
168458	8/9/2022	107505 MOUSER ELECTRONICS, INC.	68957895		GTRANS AUTO SUPPLIES	314.76
			68988425		GTRANS AUTO SUPPLIES	357.21

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168458	8/9/2022	107505 MOUSER ELECTRONICS, INC.	(Continued)		<b>Total :</b>	<b>671.97</b>
168459	8/9/2022	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	611576		PROPANE GAS	285.72
					<b>Total :</b>	<b>285.72</b>
168460	8/9/2022	105622 N/S CORPORATION	0112253	037-10060	GTRANS BUS WASH EQUIPMENT MAIN	550.00
					<b>Total :</b>	<b>550.00</b>
168461	8/9/2022	111785 NOBEL SYSTEMS, INC	15432	024-00851	GEOVIEWER (GIS) HOSTING SERVICE	20,000.00
					<b>Total :</b>	<b>20,000.00</b>
168462	8/9/2022	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	75960008		PHYSICAL RECERTIFICATION & RAND	772.00
			76035968		PHYSICAL RECERTIFICATION	451.00
					<b>Total :</b>	<b>1,223.00</b>
168463	8/9/2022	115168 OFFICE DEPOT	246860682		HR OFFICE SUPPLIES	-5.83
			250251563		HR OFFICE SUPPLIES	-5.83
			251145894		CM OFFICE SUPPLIES	16.29
			251185228		CM OFFICE SUPPLIES	20.94
			251832021-003		REC OFFICE SUPPLIES	27.00
			252164312		REC OFFICE SUPPLIES	152.56
			252164578		REC OFFICE SUPPLIES	53.10
			252430495		CM OFFICE SUPPLIES	685.66
			252500632		CM OFFICE SUPPLIES	123.44
			252524668		BUS OFFICE SUPPLIES	104.37
			253017504		PD OFFICE SUPPLIES	97.99
			253022410		PD OFFICE SUPPLIES	14.02
			253521056		CM OFFICE SUPPLIES	24.24
			253765368		FINANCE OFFICE SUPPLIES	128.82
			254088759		HR OFFICE SUPPLIES	58.79
			254088759-002		HR OFFICE SUPPLIES	11.47
			255351612		PD OFFICE SUPPLIES	213.98
			255354681		PD OFFICE SUPPLIES	44.09
					<b>Total :</b>	<b>1,765.10</b>
168464	8/9/2022	111358 O'REILLY AUTO PARTS	245385		PW AUTO PARTS	113.37
			246321		PW AUTO PARTS	54.84

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168464	8/9/2022	111358 111358 O'REILLY AUTO PARTS	(Continued)		<b>Total :</b>	<b>168.21</b>
168465	8/9/2022	115810 ORKIN PEST CONTROL	230204153		PEST CONTROL - ACCT #27336703	261.00
			230204154		PEST CONTROL - ACCT #27336703	261.00
			230204155		PEST CONTROL - ACCT #27336703	261.00
			230205098		PEST CONTROL - ACCT #27336703	211.00
					<b>Total :</b>	<b>994.00</b>
168466	8/9/2022	110535 P. F. PETTIBONE & CO	181993		CLERK DEPT SUPPLIES	712.68
					<b>Total :</b>	<b>712.68</b>
168467	8/9/2022	112182 PETER ARANY CONSULTING	191024	035-01167	AR MAGAZINE HOLDERS	2,552.10
					<b>Total :</b>	<b>2,552.10</b>
168468	8/9/2022	307101 PETTY CASH FUND	06/17-06/30/22 071822		REPLENISH PETTY CASH	501.09
					REPLENISH PETTY CASH	24.00
					<b>Total :</b>	<b>525.09</b>
168469	8/9/2022	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0620221211		PARKING CONTRACT SERVICES - JUNI	327.33
					<b>Total :</b>	<b>327.33</b>
168470	8/9/2022	106246 PRESCOTT, PATRICIA N.	071522		JAZZ FESTIVAL - MC SERVICES	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
168471	8/9/2022	116663 PROGRESSIVE SOLUTIONS, INC.	3786	023-01404	PSI SOFTWARE ANNUAL RENEWAL	39,100.73
					<b>Total :</b>	<b>39,100.73</b>
168472	8/9/2022	106092 PRUDENTIAL OVERALL SUPPLY	42746205		UNIFORM & SUPPLY RENTAL	307.15
			42748298		UNIFORM & SUPPLY RENTAL	307.15
			42748575		UNIFORM & SUPPLY RENTAL	142.20
			42748576		UNIFORM & SUPPLY RENTAL	46.52
			42748577		UNIFORM & SUPPLY RENTAL	50.10
			42748578		UNIFORM & SUPPLY RENTAL	13.65
			42748579		UNIFORM & SUPPLY RENTAL	19.00
			42748580		UNIFORM & SUPPLY RENTAL	91.60
			42748581		UNIFORM & SUPPLY RENTAL	11.60
			42750696		UNIFORM & SUPPLY RENTAL	141.89
			42750697		UNIFORM & SUPPLY RENTAL	46.52

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168472	8/9/2022	106092 PRUDENTIAL OVERALL SUPPLY	(Continued) 42750698 42750858		SUPPLY RENTAL - MATS - GTRANS UNIFORM & SUPPLY RENTAL <b>Total :</b>	50.10 307.15 <b>1,534.63</b>
168473	8/9/2022	114143 QUADIENT LEASING USA, INC	N9502036		POSTAGE MAILING MACHINE LEASE <b>Total :</b>	790.67 <b>790.67</b>
168474	8/9/2022	112183 QUALITY PUNCH INC.	PATCHES77238		BUS PROGRAM SUPPLIES <b>Total :</b>	639.45 <b>639.45</b>
168475	8/9/2022	102283 QUICK COLOR PRINTING	15825		PERMIT PARKING SIGNS - 24" X 36" <b>Total :</b>	432.18 <b>432.18</b>
168476	8/9/2022	111574 RACE COMMUNICATIONS	RC704967 RC721972	023-01405 023-01405	FIBER INTERNET SERVICES - JULY 202 FIBER INTERNET SERVICES - AUGUST <b>Total :</b>	5,876.88 5,877.14 <b>11,754.02</b>
168477	8/9/2022	108886 REDMON GROUP INC.	RG2021395	037-10119	GTRANS WEBSITE SUPPORT <b>Total :</b>	2,200.00 <b>2,200.00</b>
168478	8/9/2022	100515 REGISTRAR-RECORDER/COUNTY, CLERK	22-3006	011-00033	JUNE 7 ELECTION CANDIDATE STATEN <b>Total :</b>	4,280.34 <b>4,280.34</b>
168479	8/9/2022	112080 RELIANT TALENT AGENCY, LLC	072222	034-00530	ENTERTAINMENT SERVICES - JAZZ FE <b>Total :</b>	7,500.00 <b>7,500.00</b>
168480	8/9/2022	112080 RELIANT TALENT AGENCY, LLC	072222 BAL	034-00530	ENTERTAINMENT SERVICES - JAZZ FE <b>Total :</b>	7,500.00 <b>7,500.00</b>
168481	8/9/2022	100836 RESOURCE BUILDING MATERIALS	3414901		STREET MAINT SUPPLIES <b>Total :</b>	117.75 <b>117.75</b>
168482	8/9/2022	118476 RICOH USA, INC.	9030404652 9030404664 9030404681 9030404685 9030404686		RICOH MPC3503 COPIER LEASE - CD~ RICOH MPC3503 COPIER LEASE - CM - RICOH MPC3503 COPIER LEASE - CLEI RICOH MPC6502SP COPIER LEASE -PF RICOH PRO8100SE COPIER LEASE - PI	236.10 246.46 175.70 812.95 459.79



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168482	8/9/2022	118476 RICOH USA, INC.	(Continued) 9030438792 9030438798 9030438800 9030438991		RICOH MPC3503 COPIER LEASE - PW~ RICOH MPC3503 COPIER LEASE - REC RICOH MPC6003 COPIER LEASE - PD 5 RICOH MPC3503 COPIER LEASE - CHIE	165.00 187.53 242.64 151.65 <b>Total : 2,677.82</b>
168483	8/9/2022	106263 RISK MANAGEMENT PROFESSIONALS, INC.	172540 172613	024-00849 024-00849	GARDENA LOCAL HAZARD MITIGATION GARDENA LOCAL HAZARD MITIGATION	4,653.75 3,120.00 <b>Total : 7,773.75</b>
168484	8/9/2022	112190 RIVERA, LUIS	PERMIT #50018-1202		PERMIT DEPOSIT REFUND - 13015 DAF	5,000.00 <b>Total : 5,000.00</b>
168485	8/9/2022	100585 RKA CONSULTING GROUP	32519		ENGINEERING & SURVEYING SERVICE	420.00 <b>Total : 420.00</b>
168486	8/9/2022	107146 ROADLINE PRODUCTS INC. U.S.A.	17781		PD PROGRAM SUPPLIES	566.66 <b>Total : 566.66</b>
168487	8/9/2022	110205 ROSS & BARUZZINI, INC.	52003	037-09901	CONSULTING SERVICES FOR MACRO	2,545.93 <b>Total : 2,545.93</b>
168488	8/9/2022	107551 RUIZ CONCRETE & PAVING INC	072922 #2	024-00840	PEDESTRIAN SAFETY IMPROVEMENT	108,518.50 <b>Total : 108,518.50</b>
168489	8/9/2022	119126 S.B.R.P.C.A.	04220	023-01326	Q4 FY 2022- PD VEHICLE BUILD OUT	84,926.96 <b>Total : 84,926.96</b>
168490	8/9/2022	119126 S.B.R.P.C.A.	04195	035-01162	PD VEHICLE BUILD OUT	17,920.72 <b>Total : 17,920.72</b>
168491	8/9/2022	119126 S.B.R.P.C.A.	04193 04194	035-01164 035-01163	PD VEHICLE BUILD OUT PD VEHICLE BUILD OUT	16,882.02 17,783.14 <b>Total : 34,665.16</b>
168492	8/9/2022	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	93350		PD PROGRAM SUPPLIES	17.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168492	8/9/2022	119022 119022 SAFE MART OF SOUTHERN, CALIFORNI/	(Continued)		<b>Total :</b>	<b>17.64</b>
168493	8/9/2022	112202 SALGADO, OSCAR	08/22-08/24		ANNUAL JAIL TRAINING - PER DIEM	150.00
					<b>Total :</b>	<b>150.00</b>
168494	8/9/2022	119016 SAM'S CLUB	3056		PW DEPT SUPPLIES	78.92
			3746		FCC PROGRAM SUPPLIES	25.96
					<b>Total :</b>	<b>104.88</b>
168495	8/9/2022	112197 SANCHEZ, ARANTXA	06/17-06/27		REIMBURSEMENT - TAP TEST CARDS	33.12
					<b>Total :</b>	<b>33.12</b>
168496	8/9/2022	108654 SECTRAN SECURITY INC.	22070747		ARMORED TRANSPORTATION SERVICE	844.68
			22070748		ARMORED TRANSPORTATION SERVICE	229.32
					<b>Total :</b>	<b>1,074.00</b>
168497	8/9/2022	107006 SHAMROCK COMPANIES	2604086		STREET MAINT SUPPLIES	314.88
			2605225		STREET MAINT SUPPLIES	70.01
			2606172		STREET MAINT SUPPLIES	23.24
			2606193		EQUIPMENT MAINT SUPPLIES	101.66
			2607910		STREET MAINT SUPPLIES	83.79
					<b>Total :</b>	<b>593.58</b>
168498	8/9/2022	119294 SHERIFFS' RELIEF SERVICES, INC	07-13-22-01		JAIL ACADEMY SUPPLIES	209.98
			07-13-22-02		JAIL ACADEMY SUPPLIES	199.04
					<b>Total :</b>	<b>409.02</b>
168499	8/9/2022	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8091889		2016 FORD INTR #1488059 A/C SERVIC	144.29
			8091891		2016 FORD INTRCPTR #1488054 SERVI	1,066.33
					<b>Total :</b>	<b>1,210.62</b>
168500	8/9/2022	119361 SMART & FINAL IRIS CO.	34101		REC PROGRAM SUPPLIES	226.73
			34601		REC PROGRAM SUPPLIES	8.98
			35101		REC PROGRAM SUPPLIES	178.62
					<b>Total :</b>	<b>414.33</b>
168501	8/9/2022	119447 SOUTH BAY FORD	393814		PW AUTO PARTS	183.46
			394168		PW AUTO PARTS	155.52

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168501	8/9/2022	119447 119447 SOUTH BAY FORD	(Continued)		<b>Total :</b>	<b>338.98</b>
168502	8/9/2022	119447 SOUTH BAY FORD	509873		2021 FORD EXPLR SERVICE & REPAIR	98.31
					<b>Total :</b>	<b>98.31</b>
168503	8/9/2022	119375 SOUTH COAST AIR QUALITY, MANAGEMENT I	4025111		ANNUAL FEE - SPRAY EQUIPMENT	468.76
			4025307		ANNUAL FEE - FUEL DISPENSING SYS	277.12
			4026429		EMISSIONS FEE - FLAT FEE FOR LAST	151.85
			4027516		EMISSIONS FEE - FLAT FEE FOR LAST	151.85
					<b>Total :</b>	<b>1,049.58</b>
168504	8/9/2022	619003 SOUTHERN CALIFORNIA EDISON	071922		LIGHT & POWER	21,016.93
					<b>Total :</b>	<b>21,016.93</b>
168505	8/9/2022	108238 SPARKLETTS	14211220 071322		DRINKING WATER FILTRATION SYSTEM	39.99
			15638236 071522		DRINKING WATER FILTRATION SYSTEM	40.00
					<b>Total :</b>	<b>79.99</b>
168506	8/9/2022	119010 STAPLES ADVANTAGE	3512866131		PW OFFICE SUPPLIES	328.85
					<b>Total :</b>	<b>328.85</b>
168507	8/9/2022	100609 TANK SPECIALISTS OF CALIFORNIA	31723		CERTIFIED DESIGNATED OPERATOR S	189.75
			31757		PRESSURE LEAK TESTING	990.00
					<b>Total :</b>	<b>1,179.75</b>
168508	8/9/2022	110238 TIREHUB, LLC	28286260		TIRES - GY G622 RSD LT 128N G	2,134.49
					<b>Total :</b>	<b>2,134.49</b>
168509	8/9/2022	102893 TNT FIREWORKS	071522		FIREWORKS CLEAN-UP DEPOSIT REFI	1,272.00
					<b>Total :</b>	<b>1,272.00</b>
168510	8/9/2022	109775 TOMS TRUCK CENTER NORTH COUNTY	1273520		GTRANS AUTO PARTS	302.44
			1273607		GTRANS AUTO PARTS	1,791.38
					<b>Total :</b>	<b>2,093.82</b>
168511	8/9/2022	111990 TOWNSEND PUBLIC AFFAIRS, INC	18634	023-01406	CONSULTING SERVICES - JULY 2022	7,000.00
					<b>Total :</b>	<b>7,000.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168512	8/9/2022	107903 TSUKURU USA CORPORATION	21386	024-00854	HR OFFICE REPAIRS	6,363.86
Total :						6,363.86
168513	8/9/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	15.74
			CRESPO 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	794.30
			FINANCE 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	2,104.07
			FINANCE 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	3,934.37
			GOLDMAN 06/22/22		CAL CARD STATEMENT 05/24-06/22/22	99.00
			GOLDMAN 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	951.50
			HR 06/22/22		CAL CARD STATEMENT 05/24-06/22/22	1,875.63
			HR 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	-817.00
			HR 6/22/22		CAL CARD STATEMENT 05/24-06/22/22	661.42
			LEWIS 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	282.75
			LEWIS 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	780.24
			PD TRAINING 05/23/22		CAL CARD STATEMENT 04/23-05/23/22	2,607.23
			PD TRAINING2 5/23/22		CAL CARD STATEMENT 04/23-05/23/22	756.22
			PD TRAINING3 5/23/22		CAL CARD STATEMENT 04/23-05/23/22	1,006.57
			PD TRAINING4 5/23/22		CAL CARD STATEMENT 04/23-05/23/22	2,660.64
			PYNN 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	188.95
			RECREATION 06/22/22		CAL CARD STATEMENT 05/24-06/22/22	6,001.76
			RECREATION 6/22/22	034-00526	CAL CARD STATEMENT 05/24-06/22/22	2,225.00
			RIGG 07/22/22		CAL CARD STATEMENT 06/24-07/22/22	142.23
			RIGG 7/22/22		CAL CARD STATEMENT 06/24-07/22/22	223.24
			SWEENEY 06/22/22		CAL CARD STATEMENT 05/24-06/22/22	5,539.70
			TSUJIUCHI 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	2,456.46
			TSUJIUCHI 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	265.00
Total :						34,755.02
168514	8/9/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	CRESPO 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	299.41
			HR 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	3,817.58
			PYNN 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	136.23
			SANTIN 05/23/22		CAL CARD STATEMENT 04/23-05/23/22	9,739.82
			SANTIN 5/23/22	034-00500 034-00515	CAL CARD STATEMENT 04/23-05/23/22	12,270.00
Total :						26,263.04
168515	8/9/2022	109220 U.S. BANK EQUIPMENT FINANCE	478764103		RICOH MPC4503 COPIER LEASE -CD	163.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168515	8/9/2022	109220 109220 U.S. BANK EQUIPMENT FINANCE	(Continued)			<b>Total : 163.40</b>
168516	8/9/2022	104692 ULINE	151589977		BUS SHOP SUPPLIES	1,589.25
					<b>Total :</b>	<b>1,589.25</b>
168517	8/9/2022	121275 UNDERGROUND SERVICE ALERT, OF SC	620220279		NEW TICKETS	272.35
					<b>Total :</b>	<b>272.35</b>
168518	8/9/2022	121407 UPS	649922072		SHIPPING SERVICE CHARGES	274.29
					<b>Total :</b>	<b>274.29</b>
168519	8/9/2022	111957 URTIAGA, KARLA	07/25-07/27		ANNUAL JAIL TRAINING - PER DIEM	150.00
					<b>Total :</b>	<b>150.00</b>
168520	8/9/2022	106487 VEHICLE TECHNICAL CONSULTANTS, INC.	1825-846		AUDIT SERVICES - PRE-AWARD BUY A	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
168521	8/9/2022	122050 VERIZON WIRELESS	9909093228		BUS CELL PHONE SERVICE	116.02
			9910832450		PW CELL PHONE SERVICE	933.63
			9911410944		BUS CELL PHONE SERVICE	129.54
			9911568372		REC/FCC/CDD CELL PHONE SERVICE	1,126.19
					<b>Total :</b>	<b>2,305.38</b>
168522	8/9/2022	112194 VILORIA-CABACUNGAN, MARY R.	PERMIT #17413		PERMIT DEPOSIT REFUND - 17038 S D.	500.00
					<b>Total :</b>	<b>500.00</b>
168523	8/9/2022	105259 VINI'S PARTY RENTALS	706200	034-00529	RENTAL - TENTS FOR BUDGET FORUM	4,330.50
					<b>Total :</b>	<b>4,330.50</b>
168524	8/9/2022	122435 VISTA PAINT CORPORATION	2022-629204-00		STREET MAINT SUPPLIES	547.39
					<b>Total :</b>	<b>547.39</b>
168525	8/9/2022	101195 WASTE RESOURCES GARDENA	072222		WASTE COLLECTION	261,800.16
					<b>Total :</b>	<b>261,800.16</b>
168526	8/9/2022	125001 YAMADA COMPANY, INC.	82172		PARK MAINT SUPPLIES	50.32
			82182		PARK MAINT SUPPLIES	6.57
			82192		PARK MAINT SUPPLIES	121.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168526	8/9/2022	125001 YAMADA COMPANY, INC.	(Continued) 82202		PARK MAINT SUPPLIES	301.79
Total :						480.12
178 Vouchers for bank code : usb						Bank total : 2,568,038.04
178 Vouchers in this report						Total vouchers : 2,568,038.04

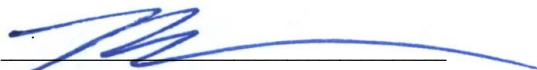
Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 21 inclusive of the check register are accurate and funds are available for payment thereof.

By:

  
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 21 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____	<u>08/09/2022</u>
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date





**CITY of GARDENA**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**  
**SUBJECT: PERSONNEL REPORT**

1. Report the count of confirmed COVID-19 employee cases.  
Total Count: Two-Hundred and Four (204)
  - a. Administrative Services Department: Nine (9)
  - b. City Clerk's Office: Three (3)
  - c. Elected & City Manager's Offices: One (1)
  - d. Community Development Department: Six (6)
  - e. Transportation Department: Sixty-Three (63)
  - f. Police Department: Forty-Nine (49)
  - g. Public Works Department: Thirty-Five (35)
  - h. Recreation & Human Services Department: Thirty-Eight (38)
2. Request City Council approval to revise the City's Classification and Compensation Plan (*Attachment 3*) to add the new classification of Public Works Superintendent to Schedule 133 (\$10,031 - \$12,804/month). This position will be located in the Public Works Department. Job Description attached. *Attachment 1*
3. Request City Council approval to revise the City's Classification and Compensation Plan (*Attachment 3*) to add the new classification of Assistant Public Works Director/City Engineer to Schedule 141 (\$12,222 - \$15,599/month). This position will be located in the Public Works Department. Job Description attached. *Attachment 2*
4. Report the Appointment of the following individuals:
  - a. **VICTOR DAVIDSSON** to the position of Transit Mechanic, Schedule 47 (\$5,126 - \$6,543/month) with the Transportation Department effective July 31, 2022.
  - b. **KEVIN ROMANO** to the position of Transit Mechanic, Schedule 47 (\$5,126 - \$6,543/month) with the Transportation Department effective August 1, 2022.
5. Report the Separation of the following individuals:
  - a. Police Officer, **KEVIN CHOI**, of the Police Department effective July 21, 2022. Officer Choi provided three years and eleven months of service to the City.
  - b. Police Service Officer, **ROCIO MARTIN LEAL**, of the Police Department effective August 1, 2022. Ms. Martin Leal provided three years of service to the City.
6. Report the following individuals are on leave under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA):
  - a. Administrative Services Manager, **MARY SIMONELL**, of the Administrative Services Department effective July 29, 2022 through September 9, 2022.
  - b. Police Officer, **EVAN JACKSON**, of the Police Department effective August 1, 2022 through August 28, 2022.

7. Report the following individual has returned from leave:
  - a. Equipment Utility Worker I, **ROBERTO BERNAL**, of the Transportation Department returned July 17, 2022.
8. Report the Recruitment for the Open/Competitive position of Risk Management Analyst (Administrative Services Department). This recruitment is open until filled.
9. Report the Recruitment for the Open/Competitive position of Family Child Care Education Assistant II (Recreation and Human Services Department). This recruitment is open until filled.
10. Report the Recruitment for the Open/Competitive position of Help Desk Technician (Administrative Services Department). This recruitment closed on August 2, 2022.

## **Public Works Superintendent**

### **Job Summary**

Under general direction, this position is responsible for planning, organizing, and directing the effective maintenance and repair of the city's building facilities, traffic signals, fleet maintenance, street signs, street painting, street maintenance, street sweeping, sewer maintenance, graffiti abatement and right of way, landscaping, mowing, street trees and park equipment.

### **Representative Duties**

The following duties are essential for this position may include, but not limited to the following:

- Oversees street division and parks division. Street division consists of street maintenance, sewer maintenance, street signs, street striping and painting of curbs, street sweeping, traffic signals, graffiti abatement, right of way, building maintenance, and fleet maintenance. Parks division consists of landscaping, irrigation, mowing, trash abatement, park equipment maintenance, and street trees.
- Develops objectives and evaluates the effectiveness of the preventive maintenance, relevant short-term plans to accomplish these objectives. Ensures a continuous process of adjusting the preventive maintenance program in light of the results of the evaluation.
- Assures that first line supervisors develop effective work scheduling and control systems.
- Ensures the provision of quality maintenance and repair services by the divisions, which is appropriate to city and public needs and the budgeted amounts available.
- Prepares the annual budget for the divisions ensuring the budget adequately documents the amount and level of services to be provided. Exercises control over the authorized budget to keep expenditures within the limits set.
- Establishes guidelines for the formulation of estimates, plans, specifications, and contract documents for contractual work performed on behalf of maintenance operations. Review plans, specifications and documents for city wide contract projects.
- Assures such work meets established schedules. Periodic inspection of the condition of city facilities under both divisions. Promptly notes deficiencies, and issues work orders to first line supervisors to correct these conditions.
- Generates a monthly performance report of divisions workload and work activities. Maintains the records necessary for such a report.
- Work with city contracted consultants for street trees, landscaping and HVAC to ensure contracts are being followed according to contract agreement and meeting the city standards.
- Responds in a timely and meaningful way to public and city staff concerns and complaints.
- Stays up to date on the knowledge and practices essential for delivering effective and efficient maintenance and repair services.
- Directs the development and implementation of plans and programs to improve the efficiency of all maintenance operations including cost control programs, manpower utilization studies and work method improvements.
- Maintains a competent, motivated workforce, with particular emphasis at the first line supervisor level, by training, developing, disciplining and motivating subordinates.
- Handles disciplinary issues promptly and in an impartial manner. Quickly and effectively settles employee grievances and disputes at his/her supervisory level.
- Perform related duties as required.

## **Organization Responsibilities**

This position reports to the Director of Public Works/City Engineer and is responsible for the effective and efficient operation of the Public Works Department.

## **QUALIFICATIONS GUIDE**

### **Education and Experience**

Two years of college-level training in engineering, public works, park administration, landscape public administration or related fields; **AND** six (6) years of public works construction experience involving streets, parks, and related works, at least three years of which have been at a supervisory level. Additional horticulture, supervisory, administrative, engineering, or similar experience may be substituted for the required college training on a year-to-year basis.

### **Knowledge and Abilities**

Ability to develop and implement public works programs, project management and procedures, work from sketches, blueprints, and written or verbal instructions, make time and material estimates on proposed construction and work orders, establish and maintain effective working relationships, plan, coordinate and direct the varied work program of a large division, maintain records and prepare analytical reports, communicate clearly and concisely both verbally and in writing, select, supervise, train, and evaluate subordinates in a manner conducive to full performance and high morale.

### **Physical Demands and Working Conditions**

Work is performed in both indoor and outdoor environment and will involve sitting, standing, walking, twisting (neck and waist), driving, listening, writing, grasping, holding, reaching, and bending (neck and waist); required to lift, carry push/pull regularly five (5) pounds, occasionally over 30 pounds, up to 50 pounds. Incumbents may be exposed to repetitive motion, long periods at computer terminals/screen, extreme temperatures and weather, hazardous chemicals and infectious diseases.

### **License**

Must have and maintain a valid California C Driver's License.

### **Special Condition**

Must file a State of Economic Interest (Form 700) with the City Clerk;  
Subject to background checks and verification;  
Must be able to pass a medical exam that includes drug and alcohol testing.

## **ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER**

### **Job Summary**

#### **Description**

Under general direction of the Director of Public Works/City Engineer, this position assists the Director of Public Works/City Engineer in providing management oversight of the Public Works Department and assists in overall operation and performance of the department and engineering division.

#### **Representative Duties**

The following duties are a list of typical duties of the various types of work that may be performed by this position. The duties included on this list are examples and the omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment to the class.

- Assist Director in development and implementation of programs in the various public service activities including engineering and maintenance operations.
- Oversight of the day-to-day Engineering Division and assist in departmental programs and budget.
- Assist in establishing goals, objectives, and strategies for Public Works programs.
- Plan, organize, perform, and coordinate the operations and activities of staff responsible for capital projects, private development, traffic engineering, public works inspections, and maintenance operations.
- Provide management oversight of work performed by professional and consultant staff to ensure coordination and compliance with City and other mandated rules, regulations, policies, and procedures; ensure timely preparation and submittal of documents; coordinate activities with other City departments, outside agencies, and organizations.
- Oversee and participate in the development and administration of the department's annual budget, strategic plan, and infrastructure management programs; participate in the forecast of funds needed for staffing, materials, and supplies; monitor and approve expenditures; implement adjustments.
- Performs the most complex and difficult work of staff responsible for providing engineering services to the City; review and check complex engineering designs, computations, plans, specifications, and studies; analyze unusual situations and resolve them through application of engineering principles and practices.
- Oversee the preparation of Request for Proposals (RFPs) for contract services, detailed data for contract administration, development of specifications and cost estimates; work with private contractors, engineers, architects, and staff on construction contract procedures; ensure compliance with procedures and labor regulations.
- Serve as liaison for the Engineering Division to other City departments, government agencies, community members, and business representatives to analyze engineering needs and policies, develop and recommend program standards, and policy changes.
- Work closely with the Community Development Department on private developments to ensure Public Works infrastructure is sustainable.
- Receives and review construction plans, design work, specifications, and estimates; recommend change orders and modifications to ensure conformance with applicable standards.
- Select, train, motivate, and evaluate Engineering personnel; work with employees to correct deficiencies; implement discipline and termination procedures; exemplify and foster an enthusiastic, resourceful, and effective service attitude with the public.
- Performs other related duties as required.

**Organization Responsibilities**

This position reports to the Director of Public Works/City Engineer and is responsible for the effective and efficient operation of the Public Works Department.

**QUALIFICATIONS GUIDE****Education and Experience**

A Bachelor's Degree from a four-year college or university in Civil Engineering or a related field AND five (5) years of increasingly responsible Professional Civil Engineering (P.E.) experience, including at least two (2) years of said experience in supervisory and administrative capacity.

A Master's Degree in Civil Engineering or a related discipline and experience in operation and CIP budgeting are highly desirable.

**Knowledge and Abilities**

Must have thorough knowledge of: civil engineering principles and practices as applied to public works, including planning, development, design and construction; techniques for reviewing designs, plans, specifications, estimates, reports and recommendations related to the public works projects; principles and practices of municipal budget preparation; management skills to analyze programs, policies, and operational needs; principles and practices of effective communication; principles of supervision, training, and performance evaluation, pertinent Federal, State, and local laws, codes, and regulations; knowledge of public works maintenance operations such as street sweeping, landscape and tree maintenance, irrigation, building maintenance, and vehicle fleet operations and maintenance.

Ability to: manage, direct, and coordinate the work of professional, technical and administrative staff; select, supervise, train, and evaluate staff; oversee and direct the operations, services, and activities of Engineering Division staff; make engineering design computations and check, design and prepare engineering plans, specifications, studies and technical reports; learn, interpret and apply laws, regulations, codes and ordinances related to area assigned; conduct comprehensive engineering studies, prepare related reports and recommendations; prepare and oversee large and complex project budgets; communicate clearly and concisely, both orally and in writing; establish and maintain effective relationships with those contacted in the course of work; operate a personal computer and use applicable software; meet the public with courtesy and tact.

**Physical Demands and Working Conditions**

Work is performed indoors within a busy office environment and will involve sitting, standing, walking, twisting (neck and waist), driving, listening, writing, grasping, holding, reaching, and bending (neck and waist); lifting of less than 5 pounds and occasionally over 15 pounds. Offsite work may occasionally be required.

**License and Certification**

Must have and maintain a valid California C Driver's License. Registration as a Civil Engineer with the California State Board of Registration for Professional Engineers is required.

**Special Condition**

Must file a State of Economic Interest (Form 700) with the City Clerk;

Subject to background checks and verifications;

Must be able to pass a job-related medical exam that includes drug and alcohol testing.

**CITY OF GARDENA  
CLASSIFICATION AND COMPENSATION PLAN  
AS OF AUGUST 9, 2022**

Add Public Works Superintendent - Schedule 133

Add Assistant Public Works Director/City Engineer - Schedule 141

	<b>6 Clerical Aide I 6 Police Aide</b>		
STEP	*4*	*5*	*6*
ANNUAL	29,952.00	31,452.00	33,024.00
MONTHLY	2,496.00	2,621.00	2,752.00
BI-WEEKLY	1,152.00	1,209.69	1,270.15
HOURLY	14.4000	15.1212	15.8769

	<b>7 Peer Advocate Counselor II 7 Storeroom Aide</b>		
STEP			*6*
ANNUAL			32,256.00
MONTHLY			2,688.00
BI-WEEKLY			1,240.62
HOURLY			15.5077

	<b>8 Community Aide I</b>		
STEP		*5*	*6*
ANNUAL		31,488.00	33,060.00
MONTHLY		2,624.00	2,755.00
BI-WEEKLY		1,211.08	1,271.54
HOURLY		15.1385	15.8942

	<b>13 Certified Nursing Assistant</b>		
STEP		*5*	*6*
ANNUAL		32,316.00	33,936.00
MONTHLY		2,693.00	2,828.00
BI-WEEKLY		1,242.92	1,305.23
HOURLY		15.5365	16.3154

	14 Pool Cashier			
STEP		*4*	*5*	*6*
ANNUAL		31,548.00	33,120.00	34,776.00
MONTHLY		2,629.00	2,760.00	2,898.00
BI-WEEKLY		1,213.38	1,273.85	1,337.54
HOURLY		15.1673	15.9231	16.7192

	15			
STEP		*4*	*5*	*6*
ANNUAL		32,328.00	33,948.00	35,640.00
MONTHLY		2,694.00	2,829.00	2,970.00
BI-WEEKLY		1,243.38	1,305.69	1,370.77
HOURLY		15.5423	16.3212	17.1346

		<b>16</b>			
STEP		*3*	*4*	*5*	*6*
ANNUAL		31,560.00	33,144.00	34,800.00	36,540.00
MONTHLY		2,630.00	2,762.00	2,900.00	3,045.00
BI-WEEKLY		1,213.85	1,274.77	1,338.46	1,405.38
HOURLY		15.1731	15.9346	16.7308	17.5673

		<b>17 Clerk Typist</b>			
STEP		*3*	*4*	*5*	*6*
ANNUAL		32,352.00	33,972.00	35,676.00	37,464.00
MONTHLY		2,696.00	2,831.00	2,973.00	3,122.00
BI-WEEKLY		1,244.31	1,306.62	1,372.15	1,440.92
HOURLY		15.5538	16.3327	17.1519	18.0115

			18			
STEP		*2*	*3*	*4*	*5*	*6*
ANNUAL		31,584.00	33,168.00	34,824.00	36,564.00	38,388.00
MONTHLY		2,632.00	2,764.00	2,902.00	3,047.00	3,199.00
BI-WEEKLY		1,214.77	1,275.69	1,339.38	1,406.31	1,476.46
HOURLY		15.1846	15.9462	16.7423	17.5788	18.4558

		19 FCC Program Assistant I					
STEP		*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL		30,828.00	32,364.00	33,984.00	35,688.00	37,476.00	39,348.00
MONTHLY		2,569.00	2,697.00	2,832.00	2,974.00	3,123.00	3,279.00
BI-WEEKLY		1,185.69	1,244.77	1,307.08	1,372.62	1,441.38	1,513.38
HOURLY		14.8212	15.5596	16.3385	17.1577	18.0173	18.9173

			20			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	31,596.00	33,180.00	34,836.00	36,576.00	38,400.00	40,320.00
MONTHLY	2,633.00	2,765.00	2,903.00	3,048.00	3,200.00	3,360.00
BI-WEEKLY	1,215.23	1,276.15	1,339.85	1,406.77	1,476.92	1,550.77
HOURLY	15.1904	15.9519	16.7481	17.5846	18.4615	19.3846

21 Police Cadet						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	32,388.00	34,008.00	35,712.00	37,500.00	39,372.00	41,340.00
MONTHLY	2,699.00	2,834.00	2,976.00	3,125.00	3,281.00	3,445.00
BI-WEEKLY	1,245.69	1,308.00	1,373.54	1,442.31	1,514.31	1,590.00
HOURLY	15.5712	16.3500	17.1692	18.0288	18.9288	19.8750

	22 Geriatric Aide					
	22 Lifeguard/Instructor					
	22 Recreation Leader I					
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	33,192.00	34,848.00	36,588.00	38,412.00	40,332.00	42,348.00
MONTHLY	2,766.00	2,904.00	3,049.00	3,201.00	3,361.00	3,529.00
BI-WEEKLY	1,276.62	1,340.31	1,407.23	1,477.38	1,551.23	1,628.77
HOURLY	15.9577	16.7538	17.5904	18.4673	19.3904	20.3596



**23 Community Aide II**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,020.00	35,724.00	37,512.00	39,384.00	41,352.00	43,416.00
MONTHLY	2,835.00	2,977.00	3,126.00	3,282.00	3,446.00	3,618.00
BI-WEEKLY	1,308.46	1,374.00	1,442.77	1,514.77	1,590.46	1,669.85
HOURLY	16.3558	17.1750	18.0346	18.9346	19.8808	20.8731

**24**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,872.00	36,612.00	38,448.00	40,368.00	42,384.00	44,508.00
MONTHLY	2,906.00	3,051.00	3,204.00	3,364.00	3,532.00	3,709.00
BI-WEEKLY	1,341.23	1,408.15	1,478.77	1,552.62	1,630.15	1,711.85
HOURLY	16.7654	17.6019	18.4846	19.4077	20.3769	21.3981

**25**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	35,748.00	37,536.00	39,408.00	41,376.00	43,440.00	45,612.00
MONTHLY	2,979.00	3,128.00	3,284.00	3,448.00	3,620.00	3,801.00
BI-WEEKLY	1,374.92	1,443.69	1,515.69	1,591.38	1,670.77	1,754.31
HOURLY	17.1865	18.0462	18.9462	19.8923	20.8846	21.9288

**26 Pool Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	36,636.00	38,472.00	40,392.00	42,408.00	44,532.00	46,764.00
MONTHLY	3,053.00	3,206.00	3,366.00	3,534.00	3,711.00	3,897.00
BI-WEEKLY	1,409.08	1,479.69	1,553.54	1,631.08	1,712.77	1,798.62
HOURLY	17.6135	18.4962	19.4192	20.3885	21.4096	22.4827

**27**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	37,548.00	39,420.00	41,388.00	43,452.00	45,624.00	47,904.00
MONTHLY	3,129.00	3,285.00	3,449.00	3,621.00	3,802.00	3,992.00
BI-WEEKLY	1,444.15	1,516.15	1,591.85	1,671.23	1,754.77	1,842.46
HOURLY	18.0519	18.9519	19.8981	20.8904	21.9346	23.0308

**28 Meal Services Coordinator****28 Police Assistant****28 Recreation Leader II**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	38,484.00	40,404.00	42,420.00	44,544.00	46,776.00	49,116.00
MONTHLY	3,207.00	3,367.00	3,535.00	3,712.00	3,898.00	4,093.00
BI-WEEKLY	1,480.15	1,554.00	1,631.54	1,713.23	1,799.08	1,889.08
HOURLY	18.5019	19.4250	20.3942	21.4154	22.4885	23.6135

**29 Account Clerk****29 Customer Service Clerk I****29 Printing & Technology Intern****29 Recreation Therapist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	39,444.00	41,412.00	43,488.00	45,660.00	47,940.00	50,340.00
MONTHLY	3,287.00	3,451.00	3,624.00	3,805.00	3,995.00	4,195.00
BI-WEEKLY	1,517.08	1,592.77	1,672.62	1,756.15	1,843.85	1,936.15
HOURLY	18.9635	19.9096	20.9077	21.9519	23.0481	24.2019

**30 Custodian I**  
**30 FCC Education Assistant II**  
**30 FCC Program Assistant II**

	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	40,428.00	42,444.00	44,568.00	46,800.00	49,140.00	51,600.00
MONTHLY	3,369.00	3,537.00	3,714.00	3,900.00	4,095.00	4,300.00
BI-WEEKLY	1,554.92	1,632.46	1,714.15	1,800.00	1,890.00	1,984.62
HOURLY	19.4365	20.4058	21.4269	22.5000	23.6250	24.8077

**31 Paratransit Driver**

	*1*	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	41,436.00	43,512.00	45,684.00	47,964.00	50,364.00	52,884.00
MONTHLY	3,453.00	3,626.00	3,807.00	3,997.00	4,197.00	4,407.00
BI-WEEKLY	1,593.69	1,673.54	1,757.08	1,844.77	1,937.08	2,034.00
HOURLY	19.9212	20.9192	21.9635	23.0596	24.2135	25.4250

**32 Home Improvement Maintenance Helper**  
**32 Right-of-Way Maintenance Worker**

	*1*	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	42,468.00	44,592.00	46,824.00	49,164.00	51,624.00	54,204.00
MONTHLY	3,539.00	3,716.00	3,902.00	4,097.00	4,302.00	4,517.00
BI-WEEKLY	1,633.38	1,715.08	1,800.92	1,890.92	1,985.54	2,084.77
HOURLY	20.4173	21.4385	22.5115	23.6365	24.8192	26.0596

**33 Customer Service Clerk II**  
**33 Equipment Utility Worker I**  
**33 Public Safety Officer**  
**33 Relief Bus Operator Trainee**

	*1*	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	43,524.00	45,696.00	47,976.00	50,376.00	52,896.00	55,536.00
MONTHLY	3,627.00	3,808.00	3,998.00	4,198.00	4,408.00	4,628.00
BI-WEEKLY	1,674.00	1,757.54	1,845.23	1,937.54	2,034.46	2,136.00
HOURLY	20.9250	21.9692	23.0654	24.2192	25.4308	26.7000

**34 Custodian II**  
**34 Graffiti Technician**  
**34 Paratransit Dispatcher**  
**34 Park Maintenance Worker I**

	*1*	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	44,616.00	46,848.00	49,188.00	51,648.00	54,228.00	56,940.00
MONTHLY	3,718.00	3,904.00	4,099.00	4,304.00	4,519.00	4,745.00
BI-WEEKLY	1,716.00	1,801.85	1,891.85	1,986.46	2,085.69	2,190.00
HOURLY	21.4500	22.5231	23.6481	24.8308	26.0712	27.3750

**35 Community Aide III**  
**35 Help Desk Technician**  
**35 Street Maintenance Worker**

	*1*	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	45,732.00	48,024.00	50,424.00	52,944.00	55,596.00	58,380.00
MONTHLY	3,811.00	4,002.00	4,202.00	4,412.00	4,633.00	4,865.00
BI-WEEKLY	1,758.92	1,847.08	1,939.38	2,036.31	2,138.31	2,245.38
HOURLY	21.9865	23.0885	24.2423	25.4538	26.7288	28.0673

**36 Intermediate Clerk Typist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	46,872.00	49,212.00	51,672.00	54,252.00	56,964.00	59,808.00
MONTHLY	3,906.00	4,101.00	4,306.00	4,521.00	4,747.00	4,984.00
BI-WEEKLY	1,802.77	1,892.77	1,987.38	2,086.62	2,190.92	2,300.31
HOURLY	22.5346	23.6596	24.8423	26.0827	27.3865	28.7538

**37 Nutrition Services Coordinator****37 Relief Bus Operator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	48,048.00	50,448.00	52,968.00	55,620.00	58,404.00	61,320.00
MONTHLY	4,004.00	4,204.00	4,414.00	4,635.00	4,867.00	5,110.00
BI-WEEKLY	1,848.00	1,940.31	2,037.23	2,139.23	2,246.31	2,358.46
HOURLY	23.1000	24.2538	25.4654	26.7404	28.0788	29.4808

**38 Activity Coordinator****38 Equipment Utility Worker II****38 Homeless Coordinator****38 Police Records Technician I****38 Police Service Technician****38 Purchasing Clerk****38 Senior Account Clerk****38 Senior Clerk Typist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	49,248.00	51,708.00	54,288.00	57,000.00	59,856.00	62,844.00
MONTHLY	4,104.00	4,309.00	4,524.00	4,750.00	4,988.00	5,237.00
BI-WEEKLY	1,894.15	1,988.77	2,088.00	2,192.31	2,302.15	2,417.08
HOURLY	23.6769	24.8596	26.1000	27.4038	28.7769	30.2135

**39 Apprentice Mechanic****39 Home Improvement Lead Person****39 Park Maintenance Worker II****39 Records Management Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	50,484.00	53,004.00	55,656.00	58,440.00	61,368.00	64,440.00
MONTHLY	4,207.00	4,417.00	4,638.00	4,870.00	5,114.00	5,370.00
BI-WEEKLY	1,941.69	2,038.62	2,140.62	2,247.69	2,360.31	2,478.46
HOURLY	24.2712	25.4827	26.7577	28.0962	29.5038	30.9808

**40 Engineering Aide****40 FCC Education Assistant III****40 FCC Program Assistant III****40 Public Works Coordinator****40 Sr. Transit Utility Specialist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	51,744.00	54,336.00	57,048.00	59,904.00	62,904.00	66,048.00
MONTHLY	4,312.00	4,528.00	4,754.00	4,992.00	5,242.00	5,504.00
BI-WEEKLY	1,990.15	2,089.85	2,194.15	2,304.00	2,419.38	2,540.31
HOURLY	24.8769	26.1231	27.4269	28.8000	30.2423	31.7538

**41 Permit/Licensing Technician I**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	53,040.00	55,692.00	58,476.00	61,404.00	64,476.00	67,704.00
MONTHLY	4,420.00	4,641.00	4,873.00	5,117.00	5,373.00	5,642.00
BI-WEEKLY	2,040.00	2,142.00	2,249.08	2,361.69	2,479.85	2,604.00
HOURLY	25.5000	26.7750	28.1135	29.5212	30.9981	32.5500

**42 Community Center Coordinator****42 Community Services Officer****42 Police Records Technician II****42 Police Service Officer****42 Recreation Coordinator****42 Secretary****42 Tree Trimmer I**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	54,372.00	57,096.00	59,952.00	62,952.00	66,096.00	69,396.00
MONTHLY	4,531.00	4,758.00	4,996.00	5,246.00	5,508.00	5,783.00
BI-WEEKLY	2,091.23	2,196.00	2,305.85	2,421.23	2,542.15	2,669.08
HOURLY	26.1404	27.4500	28.8231	30.2654	31.7769	33.3635

**43 Administrative Aide****43 Building Maintenance Worker****43 Cement Finisher****43 Human Resources / Department Coordinator****43 Payroll / Personnel Technician****43 Senior Citizens Social Services Coordinator****43 Transit Maintenance Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	55,728.00	58,512.00	61,440.00	64,512.00	67,740.00	71,124.00
MONTHLY	4,644.00	4,876.00	5,120.00	5,376.00	5,645.00	5,927.00
BI-WEEKLY	2,143.38	2,250.46	2,363.08	2,481.23	2,605.38	2,735.54
HOURLY	26.7923	28.1308	29.5385	31.0154	32.5673	34.1942

**44 Administrative Secretary****44 Building Aide****44 Building/Planning Technician****44 Permit/Licensing Technician II****44 Sewer Maintenance Worker****44 Tree Trimmer II**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,120.00	59,976.00	62,976.00	66,120.00	69,432.00	72,900.00
MONTHLY	4,760.00	4,998.00	5,248.00	5,510.00	5,786.00	6,075.00
BI-WEEKLY	2,196.92	2,306.77	2,422.15	2,543.08	2,670.46	2,803.85
HOURLY	27.4615	28.8346	30.2769	31.7885	33.3808	35.0481

**45 Street Sweeper Operator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	58,548.00	61,476.00	64,548.00	67,776.00	71,160.00	74,724.00
MONTHLY	4,879.00	5,123.00	5,379.00	5,648.00	5,930.00	6,227.00
BI-WEEKLY	2,251.85	2,364.46	2,482.62	2,606.77	2,736.92	2,874.00
HOURLY	28.1481	29.5558	31.0327	32.5846	34.2115	35.9250

**46 Heavy Equipment Operator****46 Street Traffic Painter**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,012.00	63,012.00	66,168.00	69,480.00	72,960.00	76,608.00
MONTHLY	5,001.00	5,251.00	5,514.00	5,790.00	6,080.00	6,384.00
BI-WEEKLY	2,308.15	2,423.54	2,544.92	2,672.31	2,806.15	2,946.46
HOURLY	28.8519	30.2942	31.8115	33.4038	35.0769	36.8308

**47 Equipment Mechanic****47 Graphics Technician****47 Maintenance Painter****47 Senior Building Maintenance Worker****47 Transit Mechanic****47 Transit Parts/Storeroom Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,512.00	64,584.00	67,812.00	71,208.00	74,772.00	78,516.00
MONTHLY	5,126.00	5,382.00	5,651.00	5,934.00	6,231.00	6,543.00
BI-WEEKLY	2,365.85	2,484.00	2,608.15	2,738.77	2,875.85	3,019.85
HOURLY	29.5731	31.0500	32.6019	34.2346	35.9481	37.7481

**48 Custodian-Lead****48 Financial Services Technician****48 Human Resources Technician****48 Junior Accountant****48 Payroll Specialist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,048.00	66,204.00	69,516.00	72,996.00	76,644.00	80,472.00
MONTHLY	5,254.00	5,517.00	5,793.00	6,083.00	6,387.00	6,706.00
BI-WEEKLY	2,424.92	2,546.31	2,673.69	2,807.54	2,947.85	3,095.08
HOURLY	30.3115	31.8288	33.4212	35.0942	36.8481	38.6885

**49 Administrative Analyst I****49 Community Services Counselor****49 Program Coordinator****49 Recreation Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,620.00	67,848.00	71,244.00	74,808.00	78,552.00	82,476.00
MONTHLY	5,385.00	5,654.00	5,937.00	6,234.00	6,546.00	6,873.00
BI-WEEKLY	2,485.38	2,609.54	2,740.15	2,877.23	3,021.23	3,172.15
HOURLY	31.0673	32.6192	34.2519	35.9654	37.7654	39.6519

**50 Case Management Supervisor/Instructor****50 Transit Dispatcher/Operations Assistant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	66,240.00	69,552.00	73,032.00	76,680.00	80,520.00	84,552.00
MONTHLY	5,520.00	5,796.00	6,086.00	6,390.00	6,710.00	7,046.00
BI-WEEKLY	2,547.69	2,675.08	2,808.92	2,949.23	3,096.92	3,252.00
HOURLY	31.8462	33.4385	35.1115	36.8654	38.7115	40.6500

**51 Electrical/Signal Technician I**  
**51 Emergency Preparedness Coordinator**  
**51 Engineering Technician**  
**51 Executive Assistant to Chief of Police**  
**51 General Building Inspector**  
**51 Information Technology Coordinator**  
**51 Lead Equipment Mechanic**  
**51 Planning Assistant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,896.00	71,292.00	74,856.00	78,600.00	82,536.00	86,664.00
MONTHLY	5,658.00	5,941.00	6,238.00	6,550.00	6,878.00	7,222.00
BI-WEEKLY	2,611.38	2,742.00	2,879.08	3,023.08	3,174.46	3,333.23
HOURLY	32.6423	34.2750	35.9885	37.7885	39.6808	41.6654

**52**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,588.00	73,068.00	76,716.00	80,556.00	84,588.00	88,812.00
MONTHLY	5,799.00	6,089.00	6,393.00	6,713.00	7,049.00	7,401.00
BI-WEEKLY	2,676.46	2,810.31	2,950.62	3,098.31	3,253.38	3,415.85
HOURLY	33.4558	35.1288	36.8827	38.7288	40.6673	42.6981

**53 Code Enforcement Officer**  
**53 FCC Education Coordinator**  
**53 Park Maintenance Lead**  
**53 Public Works Inspector**  
**53 Public Works Lead**

**53 Transit Operations Training Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	71,328.00	74,892.00	78,636.00	82,572.00	86,700.00	91,032.00
MONTHLY	5,944.00	6,241.00	6,553.00	6,881.00	7,225.00	7,586.00
BI-WEEKLY	2,743.38	2,880.46	3,024.46	3,175.85	3,334.62	3,501.23
HOURLY	34.2923	36.0058	37.8058	39.6981	41.6827	43.7654

**54 Administrative Analyst II**  
**54 Building Maintenance Lead**  
**54 Forensic Technician**

**54 Transit Marketing Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	73,116.00	76,776.00	80,616.00	84,648.00	88,884.00	93,324.00
MONTHLY	6,093.00	6,398.00	6,718.00	7,054.00	7,407.00	7,777.00
BI-WEEKLY	2,812.15	2,952.92	3,100.62	3,255.69	3,418.62	3,589.38
HOURLY	35.1519	36.9115	38.7577	40.6962	42.7327	44.8673

**55 Electrical/Signal Technician II**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,940.00	78,684.00	82,620.00	86,748.00	91,080.00	95,640.00
MONTHLY	6,245.00	6,557.00	6,885.00	7,229.00	7,590.00	7,970.00
BI-WEEKLY	2,882.31	3,026.31	3,177.69	3,336.46	3,503.08	3,678.46
HOURLY	36.0288	37.8288	39.7212	41.7058	43.7885	45.9808

**56 Administrative Coordinator****56 Assistant Engineer****56 FCC Program Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,812.00	80,652.00	84,684.00	88,920.00	93,372.00	98,040.00
MONTHLY	6,401.00	6,721.00	7,057.00	7,410.00	7,781.00	8,170.00
BI-WEEKLY	2,954.31	3,102.00	3,257.08	3,420.00	3,591.23	3,770.77
HOURLY	36.9288	38.7750	40.7135	42.7500	44.8904	47.1346

**57 Senior Accountant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	78,732.00	82,668.00	86,796.00	91,140.00	95,700.00	100,488.00
MONTHLY	6,561.00	6,889.00	7,233.00	7,595.00	7,975.00	8,374.00
BI-WEEKLY	3,028.15	3,179.54	3,338.31	3,505.38	3,680.77	3,864.92
HOURLY	37.8519	39.7442	41.7288	43.8173	46.0096	48.3115

**58**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	80,700.00	84,732.00	88,968.00	93,420.00	98,088.00	102,996.00
MONTHLY	6,725.00	7,061.00	7,414.00	7,785.00	8,174.00	8,583.00
BI-WEEKLY	3,103.85	3,258.92	3,421.85	3,593.08	3,772.62	3,961.38
HOURLY	38.7981	40.7365	42.7731	44.9135	47.1577	49.5173

**59 Administrative Support Services Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	82,716.00	86,856.00	91,200.00	95,760.00	100,548.00	105,576.00
MONTHLY	6,893.00	7,238.00	7,600.00	7,980.00	8,379.00	8,798.00
BI-WEEKLY	3,181.38	3,340.62	3,507.69	3,683.08	3,867.23	4,060.62
HOURLY	39.7673	41.7577	43.8462	46.0385	48.3404	50.7577

**60**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	84,780.00	89,016.00	93,468.00	98,136.00	103,044.00	108,192.00
MONTHLY	7,065.00	7,418.00	7,789.00	8,178.00	8,587.00	9,016.00
BI-WEEKLY	3,260.77	3,423.69	3,594.92	3,774.46	3,963.23	4,161.23
HOURLY	40.7596	42.7962	44.9365	47.1808	49.5404	52.0154

**61 Administrative Analyst III****61 Associate Engineer****61 Information Technology Systems Analyst - Transit****61 Transit Planning and Scheduling Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	86,904.00	91,248.00	95,808.00	100,596.00	105,624.00	110,904.00
MONTHLY	7,242.00	7,604.00	7,984.00	8,383.00	8,802.00	9,242.00
BI-WEEKLY	3,342.46	3,509.54	3,684.92	3,869.08	4,062.46	4,265.54
HOURLY	41.7808	43.8692	46.0615	48.3635	50.7808	53.3192

**62 Information Technology Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,076.00	93,528.00	98,208.00	103,116.00	108,276.00	113,688.00
MONTHLY	7,423.00	7,794.00	8,184.00	8,593.00	9,023.00	9,474.00
BI-WEEKLY	3,426.00	3,597.23	3,777.23	3,966.00	4,164.46	4,372.62
HOURLY	42.8250	44.9654	47.2154	49.5750	52.0558	54.6577

**63**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	91,308.00	95,868.00	100,656.00	105,684.00	110,964.00	116,508.00
MONTHLY	7,609.00	7,989.00	8,388.00	8,807.00	9,247.00	9,709.00
BI-WEEKLY	3,511.85	3,687.23	3,871.38	4,064.77	4,267.85	4,481.08
HOURLY	43.8981	46.0904	48.3923	50.8096	53.3481	56.0135

**64**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	93,588.00	98,268.00	103,176.00	108,336.00	113,748.00	119,436.00
MONTHLY	7,799.00	8,189.00	8,598.00	9,028.00	9,479.00	9,953.00
BI-WEEKLY	3,599.54	3,779.54	3,968.31	4,166.77	4,374.92	4,593.69
HOURLY	44.9942	47.2442	49.6038	52.0846	54.6865	57.4212

**65**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	95,928.00	100,728.00	105,768.00	111,060.00	116,616.00	122,448.00
MONTHLY	7,994.00	8,394.00	8,814.00	9,255.00	9,718.00	10,204.00
BI-WEEKLY	3,689.54	3,874.15	4,068.00	4,271.54	4,485.23	4,709.54
HOURLY	46.1192	48.4269	50.8500	53.3942	56.0654	58.8692

**66 Civil Engineer**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	98,328.00	103,248.00	108,408.00	113,832.00	119,520.00	125,496.00
MONTHLY	8,194.00	8,604.00	9,034.00	9,486.00	9,960.00	10,458.00
BI-WEEKLY	3,781.85	3,971.08	4,169.54	4,378.15	4,596.92	4,826.77
HOURLY	47.2731	49.6385	52.1192	54.7269	57.4615	60.3346

**67**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	100,788.00	105,828.00	111,120.00	116,676.00	122,508.00	128,628.00
MONTHLY	8,399.00	8,819.00	9,260.00	9,723.00	10,209.00	10,719.00
BI-WEEKLY	3,876.46	4,070.31	4,273.85	4,487.54	4,711.85	4,947.23
HOURLY	48.4558	50.8788	53.4231	56.0942	58.8981	61.8404

**90 Bus Operator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	54,948.00	57,696.00	60,576.00	63,600.00	66,780.00	70,116.00
MONTHLY	4,579.00	4,808.00	5,048.00	5,300.00	5,565.00	5,843.00
BI-WEEKLY	2,113.38	2,219.08	2,329.85	2,446.15	2,568.46	2,696.77
HOURLY	26.4173	27.7385	29.1231	30.5769	32.1058	33.7096

Specialty - 5%	228.95	240.40	252.40	265.00	278.25	292.15
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**104**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	58,800.00	61,740.00	64,824.00	68,064.00	71,472.00	75,048.00
MONTHLY	4,900.00	5,145.00	5,402.00	5,672.00	5,956.00	6,254.00
BI-WEEKLY	2,261.54	2,374.62	2,493.23	2,617.85	2,748.92	2,886.46
HOURLY	28.2692	29.6827	31.1654	32.7231	34.3615	36.0808
Lgy Bonus 20	122.50	128.63	135.05	141.80	148.90	156.35
Lgy Bonus 25	245.00	257.25	270.10	283.60	297.80	312.70
Lgy Bonus 30	367.50	385.88	405.15	425.40	446.70	469.05

**105**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,276.00	63,288.00	66,456.00	69,780.00	73,272.00	76,932.00
MONTHLY	5,023.00	5,274.00	5,538.00	5,815.00	6,106.00	6,411.00
BI-WEEKLY	2,318.31	2,434.15	2,556.00	2,683.85	2,818.15	2,958.92
HOURLY	28.9788	30.4269	31.9500	33.5481	35.2269	36.9865
Lgy Bonus 20	125.58	131.85	138.45	145.38	152.65	160.28
Lgy Bonus 25	251.15	263.70	276.90	290.75	305.30	320.55
Lgy Bonus 30	376.73	395.55	415.35	436.13	457.95	480.83

**106**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,788.00	64,872.00	68,112.00	71,520.00	75,096.00	78,852.00
MONTHLY	5,149.00	5,406.00	5,676.00	5,960.00	6,258.00	6,571.00
BI-WEEKLY	2,376.46	2,495.08	2,619.69	2,750.77	2,888.31	3,032.77
HOURLY	29.7058	31.1885	32.7462	34.3846	36.1038	37.9096
Lgy Bonus 20	128.73	135.15	141.90	149.00	156.45	164.28
Lgy Bonus 25	257.45	270.30	283.80	298.00	312.90	328.55
Lgy Bonus 30	386.18	405.45	425.70	447.00	469.35	492.83

**107**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,336.00	66,504.00	69,828.00	73,320.00	76,992.00	80,844.00
MONTHLY	5,278.00	5,542.00	5,819.00	6,110.00	6,416.00	6,737.00
BI-WEEKLY	2,436.00	2,557.85	2,685.69	2,820.00	2,961.23	3,109.38
HOURLY	30.4500	31.9731	33.5712	35.2500	37.0154	38.8673
Lgy Bonus 20	131.95	138.55	145.48	152.75	160.40	168.43
Lgy Bonus 25	263.90	277.10	290.95	305.50	320.80	336.85
Lgy Bonus 30	395.85	415.65	436.43	458.25	481.20	505.28

**108 Economic Development Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,920.00	68,172.00	71,580.00	75,156.00	78,912.00	82,860.00
MONTHLY	5,410.00	5,681.00	5,965.00	6,263.00	6,576.00	6,905.00
BI-WEEKLY	2,496.92	2,622.00	2,753.08	2,890.62	3,035.08	3,186.92
HOURLY	31.2115	32.7750	34.4135	36.1327	37.9385	39.8365
Lgy Bonus 20	135.25	142.03	149.13	156.58	164.40	172.63
Lgy Bonus 25	270.50	284.05	298.25	313.15	328.80	345.25
Lgy Bonus 30	405.75	426.08	447.38	469.73	493.20	517.88

**109**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	66,540.00	69,864.00	73,356.00	77,028.00	80,880.00	84,924.00
MONTHLY	5,545.00	5,822.00	6,113.00	6,419.00	6,740.00	7,077.00
BI-WEEKLY	2,559.23	2,687.08	2,821.38	2,962.62	3,110.77	3,266.31
HOURLY	31.9904	33.5885	35.2673	37.0327	38.8846	40.8288
Lgy Bonus 20	138.63	145.55	152.83	160.48	168.50	176.93
Lgy Bonus 25	277.25	291.10	305.65	320.95	337.00	353.85
Lgy Bonus 30	415.88	436.65	458.48	481.43	505.50	530.78

**110**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	68,208.00	71,616.00	75,192.00	78,948.00	82,896.00	87,036.00
MONTHLY	5,684.00	5,968.00	6,266.00	6,579.00	6,908.00	7,253.00
BI-WEEKLY	2,623.38	2,754.46	2,892.00	3,036.46	3,188.31	3,347.54
HOURLY	32.7923	34.4308	36.1500	37.9558	39.8538	41.8442
Lgy Bonus 20	142.10	149.20	156.65	164.48	172.70	181.33
Lgy Bonus 25	284.20	298.40	313.30	328.95	345.40	362.65
Lgy Bonus 30	426.30	447.60	469.95	493.43	518.10	543.98

**111**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,912.00	73,404.00	77,076.00	80,928.00	84,972.00	89,220.00
MONTHLY	5,826.00	6,117.00	6,423.00	6,744.00	7,081.00	7,435.00
BI-WEEKLY	2,688.92	2,823.23	2,964.46	3,112.62	3,268.15	3,431.54
HOURLY	33.6115	35.2904	37.0558	38.9077	40.8519	42.8942
Lgy Bonus 20	145.65	152.93	160.58	168.60	177.03	185.88
Lgy Bonus 25	291.30	305.85	321.15	337.20	354.05	371.75
Lgy Bonus 30	436.95	458.78	481.73	505.80	531.08	557.63

**112**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	71,664.00	75,252.00	79,020.00	82,968.00	87,120.00	91,476.00
MONTHLY	5,972.00	6,271.00	6,585.00	6,914.00	7,260.00	7,623.00
BI-WEEKLY	2,756.31	2,894.31	3,039.23	3,191.08	3,350.77	3,518.31
HOURLY	34.4538	36.1788	37.9904	39.8885	41.8846	43.9788
Lgy Bonus 20	149.30	156.78	164.63	172.85	181.50	190.58
Lgy Bonus 25	298.60	313.55	329.25	345.70	363.00	381.15
Lgy Bonus 30	447.90	470.33	493.88	518.55	544.50	571.73

**113**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	73,452.00	77,124.00	80,976.00	85,020.00	89,268.00	93,732.00
MONTHLY	6,121.00	6,427.00	6,748.00	7,085.00	7,439.00	7,811.00
BI-WEEKLY	2,825.08	2,966.31	3,114.46	3,270.00	3,433.38	3,605.08
HOURLY	35.3135	37.0788	38.9308	40.8750	42.9173	45.0635
Lgy Bonus 20	153.03	160.68	168.70	177.13	185.98	195.28
Lgy Bonus 25	306.05	321.35	337.40	354.25	371.95	390.55
Lgy Bonus 30	459.08	482.03	506.10	531.38	557.93	585.83

**114**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	75,288.00	79,056.00	83,004.00	87,156.00	91,512.00	96,084.00
MONTHLY	6,274.00	6,588.00	6,917.00	7,263.00	7,626.00	8,007.00
BI-WEEKLY	2,895.69	3,040.62	3,192.46	3,352.15	3,519.69	3,695.54
HOURLY	36.1962	38.0077	39.9058	41.9019	43.9962	46.1942
Lgy Bonus 20	156.85	164.70	172.93	181.58	190.65	200.18
Lgy Bonus 25	313.70	329.40	345.85	363.15	381.30	400.35
Lgy Bonus 30	470.55	494.10	518.78	544.73	571.95	600.53

**115 Deputy City Clerk/Records Management Officer****115 Deputy City Treasurer****115 Human Resources Analyst****115 Risk Management Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	77,172.00	81,036.00	85,092.00	89,352.00	93,816.00	98,508.00
MONTHLY	6,431.00	6,753.00	7,091.00	7,446.00	7,818.00	8,209.00
BI-WEEKLY	2,968.15	3,116.77	3,272.77	3,436.62	3,608.31	3,788.77
HOURLY	37.1019	38.9596	40.9096	42.9577	45.1038	47.3596
Lgy Bonus 20	160.78	168.83	177.28	186.15	195.45	205.23
Lgy Bonus 25	321.55	337.65	354.55	372.30	390.90	410.45
Lgy Bonus 30	482.33	506.48	531.83	558.45	586.35	615.68

**116**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	79,104.00	83,064.00	87,216.00	91,572.00	96,156.00	100,968.00
MONTHLY	6,592.00	6,922.00	7,268.00	7,631.00	8,013.00	8,414.00
BI-WEEKLY	3,042.46	3,194.77	3,354.46	3,522.00	3,698.31	3,883.38
HOURLY	38.0308	39.9346	41.9308	44.0250	46.2288	48.5423
Lgy Bonus 20	164.80	173.05	181.70	190.78	200.33	210.35
Lgy Bonus 25	329.60	346.10	363.40	381.55	400.65	420.70
Lgy Bonus 30	494.40	519.15	545.10	572.33	600.98	631.05

**117 Transportation Operations Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	81,084.00	85,140.00	89,400.00	93,876.00	98,568.00	103,500.00
MONTHLY	6,757.00	7,095.00	7,450.00	7,823.00	8,214.00	8,625.00
BI-WEEKLY	3,118.62	3,274.62	3,438.46	3,610.62	3,791.08	3,980.77
HOURLY	38.9827	40.9327	42.9808	45.1327	47.3885	49.7596
Lgy Bonus 20	168.93	177.38	186.25	195.58	205.35	215.63
Lgy Bonus 25	337.85	354.75	372.50	391.15	410.70	431.25
Lgy Bonus 30	506.78	532.13	558.75	586.73	616.05	646.88

**118 Administrative Management Analyst I**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,112.00	87,264.00	91,632.00	96,216.00	101,028.00	106,080.00
MONTHLY	6,926.00	7,272.00	7,636.00	8,018.00	8,419.00	8,840.00
BI-WEEKLY	3,196.62	3,356.31	3,524.31	3,700.62	3,885.69	4,080.00
HOURLY	39.9577	41.9538	44.0538	46.2577	48.5712	51.0000
Lgy Bonus 20	173.15	181.80	190.90	200.45	210.48	221.00
Lgy Bonus 25	346.30	363.60	381.80	400.90	420.95	442.00
Lgy Bonus 30	519.45	545.40	572.70	601.35	631.43	663.00

**119 Accountant/Cost Accountant**  
**119 Facilities Maintenance Supervisor**  
**119 Fleet Maintenance Supervisor**  
**119 Recreation Services Manager**

**119 Transit Training and Safety Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	85,188.00	89,448.00	93,924.00	98,616.00	103,548.00	108,720.00
MONTHLY	7,099.00	7,454.00	7,827.00	8,218.00	8,629.00	9,060.00
BI-WEEKLY	3,276.46	3,440.31	3,612.46	3,792.92	3,982.62	4,181.54
HOURLY	40.9558	43.0038	45.1558	47.4115	49.7827	52.2692
Lgy Bonus 20	177.48	186.35	195.68	205.45	215.73	226.50
Lgy Bonus 25	354.95	372.70	391.35	410.90	431.45	453.00
Lgy Bonus 30	532.43	559.05	587.03	616.35	647.18	679.50

**120 Administrative Management Analyst II****120 Executive Office Assistant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	87,312.00	91,680.00	96,264.00	101,076.00	106,128.00	111,432.00
MONTHLY	7,276.00	7,640.00	8,022.00	8,423.00	8,844.00	9,286.00
BI-WEEKLY	3,358.15	3,526.15	3,702.46	3,887.54	4,081.85	4,285.85
HOURLY	41.9769	44.0769	46.2808	48.5942	51.0231	53.5731
Lgy Bonus 20	181.90	191.00	200.55	210.58	221.10	232.15
Lgy Bonus 25	363.80	382.00	401.10	421.15	442.20	464.30
Lgy Bonus 30	545.70	573.00	601.65	631.73	663.30	696.45

**121**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,496.00	93,972.00	98,676.00	103,608.00	108,792.00	114,228.00
MONTHLY	7,458.00	7,831.00	8,223.00	8,634.00	9,066.00	9,519.00
BI-WEEKLY	3,442.15	3,614.31	3,795.23	3,984.92	4,184.31	4,393.38
HOURLY	43.0269	45.1788	47.4404	49.8115	52.3038	54.9173
Lgy Bonus 20	186.45	195.78	205.58	215.85	226.65	237.98
Lgy Bonus 25	372.90	391.55	411.15	431.70	453.30	475.95
Lgy Bonus 30	559.35	587.33	616.73	647.55	679.95	713.93

**122 Senior Human Resources Analyst****122 Senior Planner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	91,728.00	96,312.00	101,124.00	106,176.00	111,480.00	117,060.00
MONTHLY	7,644.00	8,026.00	8,427.00	8,848.00	9,290.00	9,755.00
BI-WEEKLY	3,528.00	3,704.31	3,889.38	4,083.69	4,287.69	4,502.31
HOURLY	44.1000	46.3038	48.6173	51.0462	53.5962	56.2788
Lgy Bonus 20	191.10	200.65	210.68	221.20	232.25	243.88
Lgy Bonus 25	382.20	401.30	421.35	442.40	464.50	487.75
Lgy Bonus 30	573.30	601.95	632.03	663.60	696.75	731.63

**123**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	94,020.00	98,724.00	103,656.00	108,840.00	114,288.00	120,000.00
MONTHLY	7,835.00	8,227.00	8,638.00	9,070.00	9,524.00	10,000.00
BI-WEEKLY	3,616.15	3,797.08	3,986.77	4,186.15	4,395.69	4,615.38
HOURLY	45.2019	47.4635	49.8346	52.3269	54.9462	57.6923
Lgy Bonus 20	195.88	205.68	215.95	226.75	238.10	250.00
Lgy Bonus 25	391.75	411.35	431.90	453.50	476.20	500.00
Lgy Bonus 30	587.63	617.03	647.85	680.25	714.30	750.00

**124 Senior Administrative Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	96,372.00	101,196.00	106,260.00	111,576.00	117,156.00	123,012.00
MONTHLY	8,031.00	8,433.00	8,855.00	9,298.00	9,763.00	10,251.00
BI-WEEKLY	3,706.62	3,892.15	4,086.92	4,291.38	4,506.00	4,731.23
HOURLY	46.3327	48.6519	51.0865	53.6423	56.3250	59.1404
Lgy Bonus 20	200.78	210.83	221.38	232.45	244.08	256.28
Lgy Bonus 25	401.55	421.65	442.75	464.90	488.15	512.55
Lgy Bonus 30	602.33	632.48	664.13	697.35	732.23	768.83

**125**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	98,784.00	103,728.00	108,912.00	114,360.00	120,084.00	126,084.00
MONTHLY	8,232.00	8,644.00	9,076.00	9,530.00	10,007.00	10,507.00
BI-WEEKLY	3,799.38	3,989.54	4,188.92	4,398.46	4,618.62	4,849.38
HOURLY	47.4923	49.8692	52.3615	54.9808	57.7327	60.6173
Lgy Bonus 20	205.80	216.10	226.90	238.25	250.18	262.68
Lgy Bonus 25	411.60	432.20	453.80	476.50	500.35	525.35
Lgy Bonus 30	617.40	648.30	680.70	714.75	750.53	788.03

**126 Administrative Services Manager**  
**126 Community Development Manager**  
**126 Economic Development Manager**  
**126 Family Child Care Manager**  
**126 Recreation & Human Services Superintendent**  
**126 Transportation Administrative Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	101,256.00	106,320.00	111,636.00	117,216.00	123,072.00	129,228.00
MONTHLY	8,438.00	8,860.00	9,303.00	9,768.00	10,256.00	10,769.00
BI-WEEKLY	3,894.46	4,089.23	4,293.69	4,508.31	4,733.54	4,970.31
HOURLY	48.6808	51.1154	53.6712	56.3538	59.1692	62.1288
Lgy Bonus 20	210.95	221.50	232.58	244.20	256.40	269.23
Lgy Bonus 25	421.90	443.00	465.15	488.40	512.80	538.45
Lgy Bonus 30	632.85	664.50	697.73	732.60	769.20	807.68

**127**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	103,788.00	108,972.00	114,420.00	120,144.00	126,156.00	132,468.00
MONTHLY	8,649.00	9,081.00	9,535.00	10,012.00	10,513.00	11,039.00
BI-WEEKLY	3,991.85	4,191.23	4,400.77	4,620.92	4,852.15	5,094.92
HOURLY	49.8981	52.3904	55.0096	57.7615	60.6519	63.6865
Lgy Bonus 20	216.23	227.03	238.38	250.30	262.83	275.98
Lgy Bonus 25	432.45	454.05	476.75	500.60	525.65	551.95
Lgy Bonus 30	648.68	681.08	715.13	750.90	788.48	827.93

**128 Equipment Maintenance Superintendent**  
**128 Finance and Administrative Services Manager**  
**128 Financial Services Manager**  
**128 Transit Maintenance Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	106,380.00	111,696.00	117,276.00	123,144.00	129,300.00	135,768.00
MONTHLY	8,865.00	9,308.00	9,773.00	10,262.00	10,775.00	11,314.00
BI-WEEKLY	4,091.54	4,296.00	4,510.62	4,736.31	4,973.08	5,221.85
HOURLY	51.1442	53.7000	56.3827	59.2038	62.1635	65.2731
Lgy Bonus 20	221.63	232.70	244.33	256.55	269.38	282.85
Lgy Bonus 25	443.25	465.40	488.65	513.10	538.75	565.70
Lgy Bonus 30	664.88	698.10	732.98	769.65	808.13	848.55

**129**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	109,044.00	114,492.00	120,216.00	126,228.00	132,540.00	139,164.00
MONTHLY	9,087.00	9,541.00	10,018.00	10,519.00	11,045.00	11,597.00
BI-WEEKLY	4,194.00	4,403.54	4,623.69	4,854.92	5,097.69	5,352.46
HOURLY	52.4250	55.0442	57.7962	60.6865	63.7212	66.9058
Lgy Bonus 20	227.18	238.53	250.45	262.98	276.13	289.93
Lgy Bonus 25	454.35	477.05	500.90	525.95	552.25	579.85
Lgy Bonus 30	681.53	715.58	751.35	788.93	828.38	869.78

**130 Accounting/Finance Manager  
130 Information Technology Manager  
130 Park Maintenance Superintendent  
130 Recreation Program Administrator  
130 Street Maintenance Superintendent**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	111,768.00	117,360.00	123,228.00	129,384.00	135,852.00	142,644.00
MONTHLY	9,314.00	9,780.00	10,269.00	10,782.00	11,321.00	11,887.00
BI-WEEKLY	4,298.77	4,513.85	4,739.54	4,976.31	5,225.08	5,486.31
HOURLY	53.7346	56.4231	59.2442	62.2038	65.3135	68.5788
Lgy Bonus 20	232.85	244.50	256.73	269.55	283.03	297.18
Lgy Bonus 25	465.70	489.00	513.45	539.10	566.05	594.35
Lgy Bonus 30	698.55	733.50	770.18	808.65	849.08	891.53

**131 Plan Check Engineer  
131 Transit Operations Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	114,564.00	120,288.00	126,300.00	132,612.00	139,248.00	146,208.00
MONTHLY	9,547.00	10,024.00	10,525.00	11,051.00	11,604.00	12,184.00
BI-WEEKLY	4,406.31	4,626.46	4,857.69	5,100.46	5,355.69	5,623.38
HOURLY	55.0788	57.8308	60.7212	63.7558	66.9462	70.2923
Lgy Bonus 20	238.68	250.60	263.13	276.28	290.10	304.60
Lgy Bonus 25	477.35	501.20	526.25	552.55	580.20	609.20
Lgy Bonus 30	716.03	751.80	789.38	828.83	870.30	913.80

**132 FCC Therapist/Trainer II**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	117,432.00	123,300.00	129,468.00	135,936.00	142,728.00	149,868.00
MONTHLY	9,786.00	10,275.00	10,789.00	11,328.00	11,894.00	12,489.00
BI-WEEKLY	4,516.62	4,742.31	4,979.54	5,228.31	5,489.54	5,764.15
HOURLY	56.4577	59.2788	62.2442	65.3538	68.6192	72.0519
Lgy Bonus 20	244.65	256.88	269.73	283.20	297.35	312.23
Lgy Bonus 25	489.30	513.75	539.45	566.40	594.70	624.45
Lgy Bonus 30	733.95	770.63	809.18	849.60	892.05	936.68

**133 Human Resources Manager  
133 Public Works Superintendent**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	120,372.00	126,396.00	132,720.00	139,356.00	146,328.00	153,648.00
MONTHLY	10,031.00	10,533.00	11,060.00	11,613.00	12,194.00	12,804.00
BI-WEEKLY	4,629.69	4,861.38	5,104.62	5,359.85	5,628.00	5,909.54
HOURLY	57.8712	60.7673	63.8077	66.9981	70.3500	73.8692
Lgy Bonus 20	250.78	263.33	276.50	290.33	304.85	320.10
Lgy Bonus 25	501.55	526.65	553.00	580.65	609.70	640.20
Lgy Bonus 30	752.33	789.98	829.50	870.98	914.55	960.30

**134 Assistant to the City Manager  
134 Transit Administrative Officer  
134 Transit Operations Officer**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	123,384.00	129,552.00	136,032.00	142,836.00	149,976.00	157,476.00
MONTHLY	10,282.00	10,796.00	11,336.00	11,903.00	12,498.00	13,123.00
BI-WEEKLY	4,745.54	4,982.77	5,232.00	5,493.69	5,768.31	6,056.77
HOURLY	59.3192	62.2846	65.4000	68.6712	72.1038	75.7096
Lgy Bonus 20	257.05	269.90	283.40	297.58	312.45	328.08
Lgy Bonus 25	514.10	539.80	566.80	595.15	624.90	656.15
Lgy Bonus 30	771.15	809.70	850.20	892.73	937.35	984.23

**135**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	126,468.00	132,792.00	139,428.00	146,400.00	153,720.00	161,412.00
MONTHLY	10,539.00	11,066.00	11,619.00	12,200.00	12,810.00	13,451.00
BI-WEEKLY	4,864.15	5,107.38	5,362.62	5,630.77	5,912.31	6,208.15
HOURLY	60.8019	63.8423	67.0327	70.3846	73.9038	77.6019
Lgy Bonus 20	263.48	276.65	290.48	305.00	320.25	336.28
Lgy Bonus 25	526.95	553.30	580.95	610.00	640.50	672.55
Lgy Bonus 30	790.43	829.95	871.43	915.00	960.75	1008.83

**136**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	129,624.00	136,104.00	142,908.00	150,048.00	157,548.00	165,420.00
MONTHLY	10,802.00	11,342.00	11,909.00	12,504.00	13,129.00	13,785.00
BI-WEEKLY	4,985.54	5,234.77	5,496.46	5,771.08	6,059.54	6,362.31
HOURLY	62.3192	65.4346	68.7058	72.1385	75.7442	79.5288
Lgy Bonus 20	270.05	283.55	297.73	312.60	328.23	344.63
Lgy Bonus 25	540.10	567.10	595.45	625.20	656.45	689.25
Lgy Bonus 30	810.15	850.65	893.18	937.80	984.68	1033.88

**137**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	132,864.00	139,512.00	146,484.00	153,804.00	161,496.00	169,572.00
MONTHLY	11,072.00	11,626.00	12,207.00	12,817.00	13,458.00	14,131.00
BI-WEEKLY	5,110.15	5,365.85	5,634.00	5,915.54	6,211.38	6,522.00
HOURLY	63.8769	67.0731	70.4250	73.9442	77.6423	81.5250
Lgy Bonus 20	276.80	290.65	305.18	320.43	336.45	353.28
Lgy Bonus 25	553.60	581.30	610.35	640.85	672.90	706.55
Lgy Bonus 30	830.40	871.95	915.53	961.28	1009.35	1059.83



**138 Principal Civil Engineer****138 Chief Fiscal Officer**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	136,188.00	142,992.00	150,144.00	157,656.00	165,540.00	173,820.00
MONTHLY	11,349.00	11,916.00	12,512.00	13,138.00	13,795.00	14,485.00
BI-WEEKLY	5,238.00	5,499.69	5,774.77	6,063.69	6,366.92	6,685.38
HOURLY	65.4750	68.7462	72.1846	75.7962	79.5865	83.5673
Lgy Bonus 20	283.73	297.90	312.80	328.45	344.88	362.13
Lgy Bonus 25	567.45	595.80	625.60	656.90	689.75	724.25
Lgy Bonus 30	851.18	893.70	938.40	985.35	1034.63	1086.38

**139**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	139,596.00	146,580.00	153,912.00	161,604.00	169,680.00	178,164.00
MONTHLY	11,633.00	12,215.00	12,826.00	13,467.00	14,140.00	14,847.00
BI-WEEKLY	5,369.08	5,637.69	5,919.69	6,215.54	6,526.15	6,852.46
HOURLY	67.1135	70.4712	73.9962	77.6942	81.5769	85.6558
Lgy Bonus 20	290.83	305.38	320.65	336.68	353.50	371.18
Lgy Bonus 25	581.65	610.75	641.30	673.35	707.00	742.35
Lgy Bonus 30	872.48	916.13	961.95	1010.03	1060.50	1113.53

**140**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	143,088.00	150,240.00	157,752.00	165,636.00	173,916.00	182,616.00
MONTHLY	11,924.00	12,520.00	13,146.00	13,803.00	14,493.00	15,218.00
BI-WEEKLY	5,503.38	5,778.46	6,067.38	6,370.62	6,689.08	7,023.69
HOURLY	68.7923	72.2308	75.8423	79.6327	83.6135	87.7962
Lgy Bonus 20	298.10	313.00	328.65	345.08	362.33	380.45
Lgy Bonus 25	596.20	626.00	657.30	690.15	724.65	760.90
Lgy Bonus 30	894.30	939.00	985.95	1035.23	1086.98	1141.35

**141 Assistant Public Works Director/City Engineer**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	146,664.00	153,996.00	161,700.00	169,788.00	178,272.00	187,188.00
MONTHLY	12,222.00	12,833.00	13,475.00	14,149.00	14,856.00	15,599.00
BI-WEEKLY	5,640.92	5,922.92	6,219.23	6,530.31	6,856.62	7,199.54
HOURLY	70.5115	74.0365	77.7404	81.6288	85.7077	89.9942
Lgy Bonus 20	305.55	320.83	336.88	353.73	371.40	389.98
Lgy Bonus 25	611.10	641.65	673.75	707.45	742.80	779.95
Lgy Bonus 30	916.65	962.48	1010.63	1061.18	1114.20	1169.93

**142**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	150,336.00	157,848.00	165,744.00	174,036.00	182,736.00	191,868.00
MONTHLY	12,528.00	13,154.00	13,812.00	14,503.00	15,228.00	15,989.00
BI-WEEKLY	5,782.15	6,071.08	6,374.77	6,693.69	7,028.31	7,379.54
HOURLY	72.2769	75.8885	79.6846	83.6712	87.8538	92.2442
Lgy Bonus 20	313.20	328.85	345.30	362.58	380.70	399.73
Lgy Bonus 25	626.40	657.70	690.60	725.15	761.40	799.45
Lgy Bonus 30	939.60	986.55	1035.90	1087.73	1142.10	1199.18

**143**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	154,092.00	161,796.00	169,884.00	178,380.00	187,296.00	196,656.00
MONTHLY	12,841.00	13,483.00	14,157.00	14,865.00	15,608.00	16,388.00
BI-WEEKLY	5,926.62	6,222.92	6,534.00	6,860.77	7,203.69	7,563.69
HOURLY	74.0827	77.7865	81.6750	85.7596	90.0462	94.5462
Lgy Bonus 20	321.03	337.08	353.93	371.63	390.20	409.70
Lgy Bonus 25	642.05	674.15	707.85	743.25	780.40	819.40
Lgy Bonus 30	963.08	1011.23	1061.78	1114.88	1170.60	1229.10

**144**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	157,944.00	165,840.00	174,132.00	182,844.00	191,988.00	201,588.00
MONTHLY	13,162.00	13,820.00	14,511.00	15,237.00	15,999.00	16,799.00
BI-WEEKLY	6,074.77	6,378.46	6,697.38	7,032.46	7,384.15	7,753.38
HOURLY	75.9346	79.7308	83.7173	87.9058	92.3019	96.9173
Lgy Bonus 20	329.05	345.50	362.78	380.93	399.98	419.98
Lgy Bonus 25	658.10	691.00	725.55	761.85	799.95	839.95
Lgy Bonus 30	987.15	1036.50	1088.33	1142.78	1199.93	1259.93

**145**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	161,892.00	169,992.00	178,488.00	187,416.00	196,788.00	206,628.00
MONTHLY	13,491.00	14,166.00	14,874.00	15,618.00	16,399.00	17,219.00
BI-WEEKLY	6,226.62	6,538.15	6,864.92	7,208.31	7,568.77	7,947.23
HOURLY	77.8327	81.7269	85.8115	90.1038	94.6096	99.3404
Lgy Bonus 20	337.28	354.15	371.85	390.45	409.98	430.48
Lgy Bonus 25	674.55	708.30	743.70	780.90	819.95	860.95
Lgy Bonus 30	1011.83	1062.45	1115.55	1171.35	1229.93	1291.43

**146**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	165,936.00	174,228.00	182,940.00	192,084.00	201,684.00	211,764.00
MONTHLY	13,828.00	14,519.00	15,245.00	16,007.00	16,807.00	17,647.00
BI-WEEKLY	6,382.15	6,701.08	7,036.15	7,387.85	7,757.08	8,144.77
HOURLY	79.7769	83.7635	87.9519	92.3481	96.9635	101.8096
Lgy Bonus 20	345.70	362.98	381.13	400.18	420.18	441.18
Lgy Bonus 25	691.40	725.95	762.25	800.35	840.35	882.35
Lgy Bonus 30	1037.10	1088.93	1143.38	1200.53	1260.53	1323.53

**147**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	170,088.00	178,596.00	187,524.00	196,896.00	206,736.00	217,068.00
MONTHLY	14,174.00	14,883.00	15,627.00	16,408.00	17,228.00	18,089.00
BI-WEEKLY	6,541.85	6,869.08	7,212.46	7,572.92	7,951.38	8,348.77
HOURLY	81.7731	85.8635	90.1558	94.6615	99.3923	104.3596
Lgy Bonus 20	354.35	372.08	390.68	410.20	430.70	452.23
Lgy Bonus 25	708.70	744.15	781.35	820.40	861.40	904.45
Lgy Bonus 30	1063.05	1116.23	1172.03	1230.60	1292.10	1356.68

**148**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	174,336.00	183,048.00	192,204.00	201,816.00	211,908.00	222,504.00
MONTHLY	14,528.00	15,254.00	16,017.00	16,818.00	17,659.00	18,542.00
BI-WEEKLY	6,705.23	7,040.31	7,392.46	7,762.15	8,150.31	8,557.85
HOURLY	83.8154	88.0038	92.4058	97.0269	101.8788	106.9731

Lgy Bonus 20	363.20	381.35	400.43	420.45	441.48	463.55
Lgy Bonus 25	726.40	762.70	800.85	840.90	882.95	927.10
Lgy Bonus 30	1089.60	1144.05	1201.28	1261.35	1324.43	1390.65

**149**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	178,692.00	187,632.00	197,016.00	206,868.00	217,212.00	228,072.00
MONTHLY	14,891.00	15,636.00	16,418.00	17,239.00	18,101.00	19,006.00
BI-WEEKLY	6,872.77	7,216.62	7,577.54	7,956.46	8,354.31	8,772.00
HOURLY	85.9096	90.2077	94.7192	99.4558	104.4288	109.6500

Lgy Bonus 20	372.28	390.90	410.45	430.98	452.53	475.15
Lgy Bonus 25	744.55	781.80	820.90	861.95	905.05	950.30
Lgy Bonus 30	1116.83	1172.70	1231.35	1292.93	1357.58	1425.45

**150 Joint Powers Authority Accountant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	156,000.00					
MONTHLY	13,000.00					
BI-WEEKLY	6,000.00					
HOURLY	75.0000					

<b>200 Police Trainee</b>						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,368.00	-	-	-	-	-
MONTHLY	6,364.00	-	-	-	-	-
BI-WEEKLY	2,937.23	-	-	-	-	-
HOURLY	36.7154	-	-	-	-	-
<b>201 Police Officer</b>						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,844.00	94,332.00	99,060.00	104,004.00	109,212.00	114,672.00
MONTHLY	7,487.00	7,861.00	8,255.00	8,667.00	9,101.00	9,556.00
BI-WEEKLY	3,455.54	3,628.15	3,810.00	4,000.15	4,200.46	4,410.46
HOURLY	43.1942	45.3519	47.6250	50.0019	52.5058	55.1308
EDUCATIONAL INCENTIVE BONUS						
AA	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96
BA	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96
SPECIALIST	637.58	637.58	637.58	637.58	637.58	637.58
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	894.35	913.05	932.75	953.35	975.05	997.80
Lgy Bonus 26	1,268.70	1,306.10	1,345.50	1,386.70	1,430.10	1,475.60
<b>203 Police Sergeant</b>						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	114,828.00	120,564.00	126,588.00	132,924.00	139,572.00	146,556.00
MONTHLY	9,569.00	10,047.00	10,549.00	11,077.00	11,631.00	12,213.00
BI-WEEKLY	4,416.46	4,637.08	4,868.77	5,112.46	5,368.15	5,636.77
HOURLY	55.2058	57.9635	60.8596	63.9058	67.1019	70.4596
EDUCATIONAL INCENTIVE BONUS						
AA	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53
BA	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53
SPECIAL DUTY PAY	420.00	420.00	420.00	420.00	420.00	420.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	998.45	1,022.35	1,047.45	1,073.85	1,101.55	1,130.65
Lgy Bonus 26	1,476.90	1,524.70	1,574.90	1,627.70	1,683.10	1,741.30

**227 Police Lieutenant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	150,204.00	157,716.00	165,600.00	173,880.00	182,580.00	191,712.00
MONTHLY	12,517.00	13,143.00	13,800.00	14,490.00	15,215.00	15,976.00
BI-WEEKLY	5,777.08	6,066.00	6,369.23	6,687.69	7,022.31	7,373.54
HOURLY	72.2135	75.8250	79.6154	83.5962	87.7788	92.1692

**EDUCATIONAL INCENTIVE BONUS**

BA	1,766.44	1,837.84	1,912.84	1,991.56	2,074.24	2,161.00
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CA POST Mgmt. Cert.	625.85	657.15	690.00	724.50	760.75	798.80
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Lgy Bonus 20	625.85	657.15	690.00	724.50	760.75	798.80
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Lgy Bonus 26	1,251.70	1,314.30	1,380.00	1,449.00	1,521.50	1,597.60
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**231 Police Captain**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	178,584.00	187,512.00	196,884.00	206,724.00	217,056.00	227,904.00
MONTHLY	14,882.00	15,626.00	16,407.00	17,227.00	18,088.00	18,992.00
BI-WEEKLY	6,868.62	7,212.00	7,572.46	7,950.92	8,348.31	8,765.54
HOURLY	85.8577	90.1500	94.6558	99.3865	104.3538	109.5692

**EDUCATIONAL INCENTIVE BONUS**

BA	2,036.08	2,120.92	2,209.96	2,303.56	2,401.84	2,505.04
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CA POST Mgmt. Cert.	744.10	781.30	820.35	861.35	904.40	949.60
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Lgy Bonus 20	744.10	781.30	820.35	861.35	904.40	949.60
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Lgy Bonus 26	1,488.20	1,562.60	1,640.70	1,722.70	1,808.80	1,899.20
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**232 Deputy Police Chief**

STEP	*1*
ANNUAL	227,436.00
MONTHLY	18,953.00
BI-WEEKLY	8,747.54
HOURLY	109.3442

**EDUCATIONAL INCENTIVE BONUS**

BA	2,474.36
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CA POST Mgmt. Cert.	947.65
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Lgy Bonus 20	947.65
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Lgy Bonus 26	1,895.30
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**301 Mayor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	11,400.00					
MONTHLY	950.00					
BI-WEEKLY	438.46					
HOURLY	5.4808					

**302 Councilmember**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	7,800.00					
MONTHLY	650.00					
BI-WEEKLY	300.00					
HOURLY	3.7500					

**303 City Clerk**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	12,000.00					
MONTHLY	1,000.00					
BI-WEEKLY	461.54					
HOURLY	5.7692					

**304 City Treasurer**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	6,000.00					
MONTHLY	500.00					
BI-WEEKLY	230.77					
HOURLY	2.8846					

**305 Youth Commissioner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	300.00	-	-	-	-	-
MONTHLY	25.00	-	-	-	-	-
BI-WEEKLY	11.54	-	-	-	-	-
HOURLY	0.1442	-	-	-	-	-

**306 Human Services Commissioner****306 Recreation Commissioner****306 Rent Mediation Board Member****306 Senior Citizens Commissioner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	600.00	-	-	-	-	-
MONTHLY	50.00	-	-	-	-	-
BI-WEEKLY	23.08	-	-	-	-	-
HOURLY	0.2885	-	-	-	-	-

**307**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	900.00	-	-	-	-	-
MONTHLY	75.00	-	-	-	-	-
BI-WEEKLY	34.62	-	-	-	-	-
HOURLY	0.4327	-	-	-	-	-

**308 Planning Commissioner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	1,200.00	-	-	-	-	-
MONTHLY	100.00	-	-	-	-	-
BI-WEEKLY	46.15	-	-	-	-	-
HOURLY	0.5769	-	-	-	-	-

**330 Department Heads**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	169,272.00	177,732.00	186,624.00	195,960.00	205,764.00	216,048.00
MONTHLY	14,106.00	14,811.00	15,552.00	16,330.00	17,147.00	18,004.00
BI-WEEKLY	6,510.46	6,835.85	7,177.85	7,536.92	7,914.00	8,309.54
HOURLY	81.3808	85.4481	89.7231	94.2115	98.9250	103.8692

Lgy Bonus 20	352.65	370.28	388.80	408.25	428.68	450.10
Lgy Bonus 25	705.30	740.55	777.60	816.50	857.35	900.20
Lgy Bonus 30	1057.95	1110.83	1166.40	1224.75	1286.03	1350.30

**339 Assistant City Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	185,808.00	195,096.00	204,852.00	215,100.00	225,852.00	237,144.00
MONTHLY	15,484.00	16,258.00	17,071.00	17,925.00	18,821.00	19,762.00
BI-WEEKLY	7,146.46	7,503.69	7,878.92	8,273.08	8,686.62	9,120.92
HOURLY	89.3308	93.7962	98.4865	103.4135	108.5827	114.0115

**340 Police Chief**

STEP	*1*
ANNUAL	253,356.00
MONTHLY	21,113.00
BI-WEEKLY	9,744.46
HOURLY	121.8058

Edu Incentive Pay	2,733.56
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CA POST Mgmt. Cert.	1,055.65
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Lgy Bonus 26	2,111.30
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**350 City Manager**

STEP	*1*
ANNUAL	299,565.00
MONTHLY	24,963.75
BI-WEEKLY	11,521.73
HOURLY	144.0216



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.D  
Section: CONSENT CALENDAR  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6599, Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency

**CONTACT: CITY MANAGER**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

On March 4, 2020, Governor Newsom declared a State of Emergency in California due to the threat of Coronavirus Disease 2019 ("COVID-19"). Also, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity. On March 16, 2020, in response to the State and County actions and pursuant to Government Code Section 8550 et seq., including Section 8558(c), City Manager Clint Osorio proclaimed the existence of a local emergency in Gardena. On March 19, 2020, the City Council ratified the proclamation through its approval of Resolution No. 6441. On May 12, 2020 City Council adopted Resolution No. 6454, reaffirming Resolution No. 6441. On July 14, 2020 City Council adopted Resolution No. 6469, reaffirming Resolution No. 6441. On September 8, 2020 City Council adopted Resolution No. 6478, reaffirming Resolution No. 6441. On October 27, 2020 City Council adopted Resolution No. 6483, reaffirming Resolution No. 6441. On December 15, 2020 City Council adopted Resolution No. 6489, reaffirming Resolution No. 6441. On February 9, 2021 City Council adopted Resolution No. 6495, reaffirming Resolution No. 6441. On March 23, 2021 City Council adopted Resolution No. 6503, reaffirming Resolution No. 6441. On May 11, 2021 City Council adopted Resolution No. 6512, reaffirming Resolution No. 6441. On June 22, 2021 City Council adopted Resolution No. 6521, reaffirming Resolution No. 6441. On August 10, 2021 City Council adopted Resolution No. 6526, reaffirming Resolution No. 6441. On October 26, 2021 City Council adopted Resolution No. 6533, reaffirming Resolution No. 6441. On December 14, 2021 City Council adopted Resolution No. 6538, reaffirming Resolution No. 6441. On February 8, 2022 City Council adopted Resolution No. 6559, reaffirming Resolution No. 6441. On March 22, 2022 City Council adopted Resolution No. 6567, reaffirming Resolution No. 6441. On May 10, 2022 City Council adopted Resolution No. 6574, reaffirming Resolution No. 6441. On June 28, 2022 City Council adopted Resolution No. 6590, reaffirming Resolution No. 6441. Pursuant to Government Code Section 8630, the City Council is required to "review the need for continuing the local emergency at least once every 60 days until the governing body (i.e. the City Council) terminates the local emergency. The extension of the local emergency allows the



City Manager and City Council to issue rules, regulations, and orders to deal with the COVID-19 emergency. Additionally, it allows the City of Gardena to seek reimbursement from the State and Federal government for expenditures related to the COVID-19 emergency. Finally, it allows the City Manager and City Council to use the authority granted to them by the California Constitution, the Government Code and the Gardena Municipal Code to respond to the COVID-19 emergency. Efforts to stop the spread of the pandemic continue at the national, state and county levels. The conditions that required the declaration of a local emergency continue to exist as of this date. Staff therefore recommends the City Council adopt a resolution reaffirming and continuing the current declaration of a local emergency.

**FINANCIAL IMPACT/COST:**

Staff is continuing to pursue any available Federal and State reimbursement for all City costs incurred due to COVID-19.

**ATTACHMENTS:**

[Reso No. 6599.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

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Clint Osorio, City Manager

## **RESOLUTION NO. 6599**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, on December 14, 2021, the City Council adopted Resolution No. 6538 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6538 is

attached hereto as Attachment “N” and incorporated herein by this reference; and

WHEREAS, on February 8, 2022, the City Council adopted Resolution No. 6559 to reaffirm the City Manager’s declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6559 is attached hereto as Attachment “O” and incorporated herein by this reference; and

WHEREAS, on March 22, 2022, the City Council adopted Resolution No. 6567 to reaffirm the City Manager’s declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6567 is attached hereto as Attachment “P” and incorporated herein by this reference; and

WHEREAS, on May 10, 2022, the City Council adopted Resolution No. 6574 to reaffirm the City Manager’s declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6567 is attached hereto as Attachment “Q” and incorporated herein by this reference; and

WHEREAS, on June 28, 2022, the City Council adopted Resolution No. 6590 to reaffirm the City Manager’s declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6590 is attached hereto as Attachment “R” and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council “shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency”; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021, Resolution No. 6538 on December 14, 2021, Resolution No. 6559 on February 8, 2022, Resolution No. 6567 on March 22, 2022, Resolution No. 6574 on May 10, 2022 and Resolution No. 6590 on June 28, 2022

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 9th day of August 2022.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney

# ATTACHMENT A



**OFFICE of the CITY MANAGER**

**1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9503**

March 16, 2020  
REF. 2020.060

**A PROCLAMATION BY THE CITY MANAGER OF THE CITY OF GARDENA,  
CALIFORNIA, ACTING AS THE DIRECTOR OF EMERGENCY SERVICES,  
DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and



WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern”. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity and, on March 11, 2020, announced the first death in the County due to COVID-19; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled “California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19,” determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 50 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Gardena has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Gardena is a densely populated city within Los Angeles County, which is the largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Gardena and Los Angeles County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future



reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the City Manager, as the City's Director of Emergency Services, has the power to declare a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager of the City of Gardena as follows:

- A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 2.56 of the Gardena Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled is the entire City.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by local ordinances and regulations, including, but not limited to, Chapter 2.56 of the Gardena Municipal Code and any other applicable resolutions of this City;
- A. The City Council shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.
- B. That the City of Gardena orders that, within the boundaries of the City of Gardena, the Public Health Experts' recommendations shall be deemed mandatory.
- C. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find

it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Gardena; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

**PROCLAIMED this 16th day of March, 2020.**



---

Clint Osorio,  
City Manager/Director of Emergency  
Services

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A  
PROCLAMATION OF LOCAL EMERGENCY FOR THE CITY OF GARDENA,  
CALIFORNIA BY THE CITY MANAGER (DIRECTOR OF EMERGENCY SERVICES)  
ON THE 16<sup>TH</sup> DAY OF MARCH, 2020.

ATTEST:

/s/ MINA SEMENZA

MINA SEMENZA, City Clerk

# ATTACHMENT B

## **RESOLUTION NO. 6441**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RATIFYING THE ACTION OF THE CITY MANAGER ACTING AS THE DIRECTOR OF EMERGENCY SERVICES IN PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF GARDENA**

**WHEREAS**, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

**WHEREAS**, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

**WHEREAS**, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

**WHEREAS**, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

**WHEREAS**, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern". On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic; and

**WHEREAS**, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

**WHEREAS**, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity and, on March 11, 2020, announced the first death in the County due to COVID-19; and



**WHEREAS**, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

**WHEREAS**, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 50 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

**WHEREAS**, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

**WHEREAS**; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

**WHEREAS**, the City of Gardena has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

**WHEREAS**, Gardena is a densely populated city within Los Angeles County, which is the largest county in the United States, with one of the highest population densities; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Gardena and Los Angeles County; and

**WHEREAS**, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

**WHEREAS**, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

**WHEREAS**, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the

health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

**WHEREAS**, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

**WHEREAS**, on March 16, 2020 the City Manager, as the City's Director of Emergency Services, has declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060. A true and correct copy of the City Manager's Proclamation is attached hereto and incorporated herein by this reference as Attachment "A".

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

**SECTION 1.** The City Manager's Proclamation of Local Emergency dated March 16, 2020, and orders contained therein, is hereby ratified.

**SECTION 2.** As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 2.56 of the Gardena Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

**SECTION 3.** The area of the City which is endangered/imperiled is the entire City.

**SECTION 4.** During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by local ordinances and regulations, including, but not limited to, Chapter 2.56 of the Gardena Municipal Code and any other applicable resolutions of this City;

**SECTION 5.** This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

**SECTION 6.** That the City of Gardena orders that, within the boundaries of the City of Gardena, the Public Health Experts' recommendations shall be deemed mandatory.

**SECTION 7.** That the City Manager is authorized to furnish information, to enter into agreements, and to take all actions necessary to implement preventative measures to protect and preserve the public health of the City from the COVID-19 public health hazard.

**SECTION 8.** That a copy of this resolution and the emergency proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the



City of Gardena; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 19<sup>th</sup> day of March, 2020.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, Cit  
ney

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) SS:  
CITY OF GARDENA                )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6441** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at an emergency meeting of said City Council held on the **19<sup>th</sup> day of March, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBERS HENDERSON, MEDINA AND TANAKA, MAYOR PRO  
          TEM KASKANIAN AND MAYOR CERDA

NOES:     NONE

ABSENT:   NONE

*Becky Romero*  
*for* \_\_\_\_\_  
City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT C

RESOLUTION NO. 6454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,  
REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE  
EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE  
AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of  
Emergency Services, due to the COVID-19 pandemic declared a local emergency as  
authorized by Government Code section 8630 and Gardena Municipal Code section  
2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment  
"A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to  
thereby ratify the City Manager's declaration of the local emergency due to the COVID-  
19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as  
Attachment "B" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall  
review the need for continuing the local emergency at least once every 60 days until the  
governing body terminates the local emergency"; and

WHEREAS, as of May 7, 2020, there have been 29,427 confirmed cases of  
COVID-19 in Los Angeles County, which have resulted in 1,418 deaths; and

WHEREAS, the numbers of confirmed cases and deaths continue to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property  
continue due to COVID-19 in Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed  
COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare  
to respond to an increasing number of individuals requiring medical care and  
hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in  
other locations, the number of persons requiring medical care may exceed locally  
available resources, and controlling outbreaks minimizes the risk to the public, maintains  
the health and safety of the community, and limits the spread of infection in the community  
and within the healthcare delivery system; and

RESOLUTION NO. 6454

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

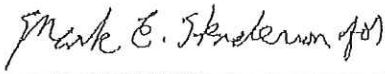
SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

SECTION 2. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 12th day of May, 2020.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney



STATE OF CALIFORNIA           )  
COUNTY OF LOS ANGELES    ) SS:  
CITY OF GARDENA             )

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being Resolution No. 6454 duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the 12<sup>th</sup> day of May, 2020, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS KASKANIAN AND TANAKA, MAYOR PRO TEM  
HENDERSON, COUNCIL MEMBER FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

*Becky Romero*  
for City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT D

## RESOLUTION NO. 6469

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;



**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

SECTION 2. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14th day of July, 2020.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6469** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **14th day of July, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBER KASKANIAN, MAYOR PRO TEM HENDERSON, COUNCIL  
          MEMBERS TANAKA AND FRANCIS AND MAYOR CERDA

NOES:     NONE

ABSENT:   NONE

Becky Romero  
City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT E

## RESOLUTION NO. 6478

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and



WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020 and Resolution No 6469 on July 14, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 8th day of September, 2020.

  
TASHA CERDA, Mayor

ATTEST:

*Becky Romero*  
*for* MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6478** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **8th day of September, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBER KASKANIAN, MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS TANAKA AND FRANCIS AND MAYOR CERDA

NOES:     NONE

ABSENT:  NONE

*fr* Becky Romero  
City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT F



## RESOLUTION NO. 6483

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

RESOLUTION NO. 6483

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020 and Resolution No. 6478 on September 8, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 27th day of October, 2020.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6483** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **27th day of October, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES:     MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS KASKANIAN, TANAKA,  
            AND FRANCIS AND MAYOR CERDA

NOES:     NONE

ABSENT:   NONE

*Becky Romero*  
*for* \_\_\_\_\_  
City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT G



**RESOLUTION NO. 6489**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,  
REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE  
EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE  
AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**


SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020 and Resolution No. 6483 on October 27, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 15 day of December, 2020.

  
TASHA CERDA, Mayor

ATTEST:

  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney



STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6489** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **15th** day of **December, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES:     MAYOR PRO TEM HENDERSON AND COUNCIL MEMBERS TANAKA,  
           KASKANIAN, FRANCIS AND MAYOR CERDA

NOES:     NONE

ABSENT: NONE

*for* Becky Romero  
City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT H

## RESOLUTION NO. 6495

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020,



Resolution No. 6483 on October 27, 2020 and Resolution No. 6489 on December 15, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 9th day of February, 2021.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6495** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **9th day of February, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBERS KASKANIAN AND TANAKA, MAYOR PRO TEM  
          HENDERSON, COUNCIL MEMBER FRANCIS AND MAYOR CERDA

NOES:     NONE

ABSENT:  NONE

*for* Becky Romero  
City Clerk of the City of Gardena, California



(SEAL)

# ATTACHMENT I

## **RESOLUTION NO. 6503**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and



WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency

initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020 and Resolution No. 6495 on February 9, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 23rd day of March, 2021.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA                     )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6503** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **23<sup>rd</sup> day of March, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES:       COUNCIL MEMBERS TANAKA, KASKANIAN, MAYOR PRO TEM HENDERSON  
              AND COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES:       NONE

ABSENT:    NONE

*for* Becky Romero  
City Clerk of the City of Gardena, California



# ATTACHMENT J

## **RESOLUTION NO. 6512**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on M, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021 and Resolution No. 6503 on March 23, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 11th day of May, 2021.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney



STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6512** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **11<sup>th</sup> day of May, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES:       COUNCIL MEMBERS HENDERSON, KASKANIAN, MAYOR PRO TEM TANAKA  
              AND COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES:       NONE

ABSENT:    NONE

*Becky Romero*  
*for* \_\_\_\_\_  
City Clerk of the City of Gardena, California





# ATTACHMENT K

## **RESOLUTION NO. 6521**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021 and Resolution No. 6512 on May 11, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 22 day of June, 2021.

  
TASHA CERDA, Mayor

ATTEST:

  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6521** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **22<sup>nd</sup> day of June, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBER HENDERSON, MAYOR PRO TEM TANAKA, COUNCIL  
          MEMBERS KASKANIAN, FRANCIS AND MAYOR CERDA

NOES:     NONE

ABSENT:  NONE



City Clerk of the City of Gardena, California



# ATTACHMENT L

## **RESOLUTION NO. 6526**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and



WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021 and Resolution No. 6521 on June 22, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 10<sup>th</sup> day of August, 2021.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6526** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **10<sup>th</sup> day of August, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBERS FRANCIS AND KASKANIAN, MAYOR PRO TEM  
          TANAKA, COUNCIL MEMBER HENDERSON, AND MAYOR CERDA

NOES:     NONE

ABSENT:  NONE

*Becky Romero*  
*for* \_\_\_\_\_  
City Clerk of the City of Gardena, California



# ATTACHMENT M

## **RESOLUTION NO. 6533**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property

continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021 and Resolution No. 6526 on August 10, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original

Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 26th day of October, 2021.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney



STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6533** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **26<sup>th</sup> day of October, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES:     MAYOR PRO TEM TANAKA, COUNCIL MEMBERS KASKANIAN, HENDERSON  
            AND FRANCIS, AND MAYOR CERDA

NOES:     NONE

ABSENT:  NONE

*for* Becky Romero  
City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT N

## **RESOLUTION NO. 6538**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the

governing body terminates the local emergency”; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager’s Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021 and Resolution No. 6533 on October 26, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 14<sup>th</sup> day of December 2021.

  
TASHA CERDA, Mayor

ATTEST:

  
fr MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6538** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **14<sup>th</sup> day of December, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBERS HENDERSON AND KASKANIAN, MAYOR PRO TEM  
           TANAKA, COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES:     NONE

ABSENT:  NONE

*Becky Romero*  
*for* \_\_\_\_\_  
City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT O



## **RESOLUTION NO. 6559**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, on December 14, 2021, the City Council adopted Resolution No. 6538 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19

pandemic and Resolution 6441. A true and correct copy of Resolution No. 6538 is attached hereto as Attachment "N" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021,

Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021 and Resolution No. 6538 on December 14, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 8<sup>th</sup> day of February 2022.



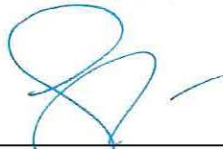
TASHA CERDA, Mayor

ATTEST:



BECKY ROMERO, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6559** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **8<sup>th</sup> day of February, 2022**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBERS HENDERSON AND KASKANIAN, MAYOR PRO TEM  
            TANAKA, COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES:     NONE

ABSENT:  NONE

*for* Becky Romero  
City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT P

## **RESOLUTION NO. 6567**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, on December 14, 2021, the City Council adopted Resolution No. 6538 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19



pandemic and Resolution 6441. A true and correct copy of Resolution No. 6538 is attached hereto as Attachment “N” and incorporated herein by this reference; and

WHEREAS, on February 8, 2022, the City Council adopted Resolution No. 6559 to reaffirm the City Manager’s declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6559 is attached hereto as Attachment “O” and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council “shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency”; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager’s Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020,

Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021, Resolution No. 6538 on December 14, 2021 and Resolution No. 6559 on February 8, 2022.

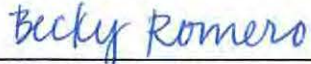
SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

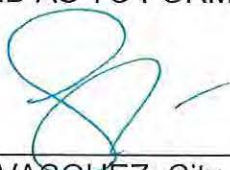
Passed, approved, and adopted this 22<sup>nd</sup> day of March 2022.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6567** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **22<sup>nd</sup> day of March, 2022**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBERS FRANCIS AND HENDERSON, MAYOR PRO TEM  
          TANAKA, COUNCIL MEMBER KASKANIAN, AND MAYOR CERDA

NOES:     NONE

ABSENT:  NONE

*for* Becky Romero  
City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT Q

## **RESOLUTION NO. 6574**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489

to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, on December 14, 2021, the City Council adopted Resolution No. 6538 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6538 is attached hereto as Attachment "N" and incorporated herein by this reference; and

WHEREAS, on February 8, 2022, the City Council adopted Resolution No. 6559 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6559 is attached hereto as Attachment "O" and incorporated herein by this reference; and

WHEREAS, on March 22, 2022, the City Council adopted Resolution No. 6567 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6567 is attached hereto as Attachment "P" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March



16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021, Resolution No. 6538 on December 14, 2021, Resolution No. 6559 on February 8, 2022 and Resolution No. 6567 on March 22, 2022.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

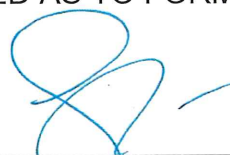
Passed, approved, and adopted this 10th day of May 2022.

  
TASHA CERDA, Mayor

ATTEST:

  
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney



STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF GARDENA                        )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6574** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **10<sup>th</sup> day of May, 2022**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBER HENDERSON, MAYOR PRO TEM TANAKA, COUNCIL MEMBERS KASKANIAN AND FRANCIS, AND MAYOR CERDA

NOES:     NONE

ABSENT:  NONE

*Becky Romero*  
*for* \_\_\_\_\_  
City Clerk of the City of Gardena, California

(SEAL)

# ATTACHMENT R

## **RESOLUTION NO. 6590**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, on December 14, 2021, the City Council adopted Resolution No. 6538 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6538 is

attached hereto as Attachment “N” and incorporated herein by this reference; and

WHEREAS, on February 8, 2022, the City Council adopted Resolution No. 6559 to reaffirm the City Manager’s declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6559 is attached hereto as Attachment “O” and incorporated herein by this reference; and

WHEREAS, on March 22, 2022, the City Council adopted Resolution No. 6567 to reaffirm the City Manager’s declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6567 is attached hereto as Attachment “P” and incorporated herein by this reference; and

WHEREAS, on May 10, 2022, the City Council adopted Resolution No. 6574 to reaffirm the City Manager’s declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6567 is attached hereto as Attachment “Q” and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council “shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency”; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021, Resolution No. 6538 on December 14, 2021, Resolution No. 6559 on February 8, 2022, Resolution No. 6567 on March 22, 2022 and Resolution No. 6574 on May 10, 2022.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 28th day of June 2022.

  
TASHA CERDA, Mayor

ATTEST:

  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) SS:  
CITY OF GARDENA                )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6590** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **28<sup>th</sup> day of June, 2022**, and that the same was so passed and adopted by the following roll call vote:

AYES:     COUNCIL MEMBER HENDERSON, MAYOR PRO TEM TANAKA, COUNCIL MEMBERS KASKANIAN AND FRANCIS, AND MAYOR CERDA

NOES:     NONE

ABSENT:   NONE

  
\_\_\_\_\_  
City Clerk of the City of Gardena, California

(SEAL)



## **RESOLUTION NO. 6600**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING THE LEGALLY REQUIRED FINDINGS TO RE-AUTHORIZE THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE GARDENA CITY COUNCIL AND OTHER COMMISSIONS, COMMITTEES AND BOARDS SUBJECT TO STATE OPEN MEETING LAWS**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19, (“COVID-19”); and

WHEREAS, on March 4, 2020, the Governor of the State of California, Gavin Newsom declared a State of Emergency in California to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for broader spread of COVID-19; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continue spread and the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Manager, as the City’s Director of Emergency Services, did proclaim the existence of a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060; and

WHEREAS, the Governor’s March 4, 2021, declaration of a state of emergency based on the COVID-19 pandemic remains in place; and

WHEREAS, the Proclamation of Existence of a Local Emergency issued by the City Manager, as the City’s Director of Emergency Services on March 16, 2020, has been ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution

No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021, Resolution No. 6538 on December 14, 2021, Resolution No. 6559 on February 8, 2022, Resolution No. 6567 on March 22, 2022, Resolution No. 6574 on May 10, 2022 and Resolution No. 6590 on June 28, 2022, with the result that the proclamation of a local emergency based on the COVID-19 pandemic remains in place; and

WHEREAS, Paragraph 3 of Executive Order N-29-20, issued by the Governor on March 17, 2020, among other things, suspended the Brown Act requirements for teleconferencing, provided that notice and accessibility requirements were met, the public was allowed to observe and address the legislative body at the meeting, and the legislative body had a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, specifying that this suspension would remain in place during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS, paragraph 42 of Executive Order N-08-21, issued by the Governor on June 11, 2021, withdrew, and replaced paragraph 3 of Executive Order N-29-20's suspension of the Brown Act requirements for teleconferencing with a similar suspension of those requirements that it specified would remain in place only through September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor signed into law Assembly Bill No. 361 ("AB 361"), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 requires legislative bodies that hold teleconferenced meetings under its abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address

the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

WHEREAS, AB 361 requires the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and

WHEREAS, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and

WHEREAS, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified; and

WHEREAS, when there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under AB 361's abbreviated teleconferencing procedures; and

WHEREAS, this body previously adopted a Resolution, which made the findings required by AB 361 to allow the City Council and all City Commissions, Committees and Boards to continue to meet under AB 361's abbreviated teleconferencing procedures, and authorized the City Council and all City Commissions, Committees and Boards to conduct meetings under AB 361's abbreviated teleconferencing procedures, without complying with the requirements set forth in Government Code Section 54953(b)(3), subject to compliance with the requirements set forth in Government Code Section 54953(e)(2); and

WHEREAS, in light of the continuing State and local declarations of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials of measures to promote social distancing, and the imminent risks to the health of safety of attendees at meetings conducted in person, the City Council desires to again make the findings required by AB 361 to allow the City Council and all City Commissions, Committees and Boards to continue to meet under AB 361's abbreviated teleconferencing procedures.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City Council finds that the State and local declarations of emergency resulting from the COVID-19 pandemic remain in place, and that the state of emergency continues to directly impact the ability to meet safely in person.

SECTION 3. The City Council finds that local officials, namely, the Los Angeles County Department of Public Health, has continued to recommend measures to promote social distancing.

SECTION 4. As a result of the findings in Sections 1 through 3 above, the City Council and all City Commissions, Committees and Boards are authorized to conduct meetings under AB 361's abbreviated teleconferencing procedures, without complying with the requirements set forth in Government Code Section 54953(b)(3), subject to compliance with the requirements set forth in Government Code Section 54953(e)(2).

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Resolution would be subsequently declared invalid or unconstitutional.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 9th day of August 2022.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk  
City of Gardena  
1700 W. 162nd Street  
Gardena, CA 90247

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 8th day of February 2022, the City Council of said City entered into contract with OC Pump Company, whose address is 655 E Ball Road, Anaheim, CA 92805 for the improvement titled Police Station Sewer Pump Replacement Project, JN 511 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at 1718 W 162<sup>nd</sup> Street, Gardena in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on May 19<sup>th</sup>, 2022.
5. That the City Council formally accepted this work and improvement on August 9, 2022.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled the Police Station Sewer Pump Replacement Project, JN 511 in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City this     day of                     2022.

City of Gardena

Frank Sanchez



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.G  
Section: CONSENT CALENDAR  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Gardena Valley Japanese Cultural Institute - Weekly Bingo Permit  
(RENEWAL) Thursdays 12:00 p.m. - 2:00 p.m.

**CONTACT: COMMUNITY DEVELOPMENT**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

Attached for City Council consideration is an application for a renewal of a weekly bingo permit from the Gardena Valley Japanese Cultural Institute (JCI) located at 1964 West 162nd Street. The applicant is seeking approval to conduct bingo every Thursday between the hours of 12:00 p.m. to 2:00 p.m. The Gardena Valley JCI has been in operation for over 50 years.

The Police Department, Fire Department, and Planning Division have reviewed the application and are recommending approval.

**Staff is recommending approval of the bingo permit.**

**FINANCIAL IMPACT/COST:**

None.

**ATTACHMENTS:**

[Bingo Permit Application.pdf](#)

[Planning Division Memorandum Reply.pdf](#)

[Police Department Memorandum Reply.pdf](#)

[Fire Department Memorandum Reply.pdf](#)

APPROVED:

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Clint Osorio, City Manager

**DEPARTMENT of COMMUNITY DEVELOPMENT**1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / [WWW.CITYOFGARDENA.ORG](http://WWW.CITYOFGARDENA.ORG) / PHONE (310) 217-9530

City of Gardena 142

1700 W 162nd St

310-217-9500 / 1584

07/07/2022 15:39:11 000 Rpt: CDD/CEP COMDEV2

708.00

RMWL BINGO PERMIT 2022

Change

\*\*\*\*\*\$0.00

## Bingo Permit Application


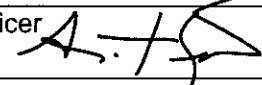
Pursuant to the Gardena Municipal Code (GMC) Section 5.16.020, the game of bingo shall not be allowed, played, or conducted except pursuant to a license obtained from the City in the manner provided in this Chapter.

Name of Applicant/Organization (attach statement that applicant is an eligible organization under Section 5.16.030) Gardena Valley Japanese Cultural Institute	
Address Where Bingo Games are to be Held 1964 W. 162nd Street, Gardena, CA 90247	
Occupancy Capacity 40	Length of Time Applicant has Occupied Premises 50+ years
Days and Hours Bingo is to be Conducted Thursdays, 12pm to 2pm	
Length of Time Applicant has Conducted Operations in the City 50+	
Name and Address of Legal Property Owner same	

If granted a license, the applicant agrees to conduct bingo games in strict accordance with the provisions of Section 326.5 of the Penal Code of the State and this chapter, as they may be amended from time to time, and agrees that the license to conduct bingo games may be revoked by the City Manager upon the violation of any such provisions.

Where applicable, the applicant shall also submit with its application the appropriate documentation from the exemption division of the Franchise Tax Board of the State showing exemption.

We hereby declare under penalty of perjury that the foregoing is true and correct and that the applicant(s) agrees to comply with all conditions imposed with the issuance of this permit.

Signature of Officer 	Date: 07/07/2022
Address GVJCI, 1964 W. 162nd Street, Gardena, CA 90247	
Signature of Officer 	Date:
Address	





# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Planning Division

DATE: August 1, 2022

FROM: Gregg Tsujiuchi, Director

REF: Bingo Permit Renewal for 2022

SUBJ: Department Inspection & Investigation  
Request

CC:

Type of Application: BINGO PERMIT (RENEWAL)  
Business: Gardena Valley JCI  
Owner: Alison Kochiyama-Officer  
Location: 1964 W. 162<sup>nd</sup> Street  
Gardena, CA 90247  
Request Approval to: Renew Bingo Permit for 2022

## Background:

Attached is a Bingo permit application from Gardena Valley Japanese Cultural Institute. The organization will hold bingo games every Thursday between the hours of 12:00p.m. and 2:00 p.m. and has been operating in the City of Gardena for more than 50 years.

Please conduct the necessary inspections and/or investigation and reply by **August 5, 2022**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay.

## Division Response

Name of Division:

*Planning*

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☒ Recommend Approval

☐ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Division Signature

*Samantha*

Date

*8/1/2022*



# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Amanda Acuna, Senior Planner

DATE: August 1, 2022

FROM: Kevin La, Planning Assistant *KL*

REF:

SUBJ: Re: BINGO PERMIT (RENEWAL)

CC:

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The Planning Division recommends approval of the subject Bingo Permit for Gardena Valley JCI, located at 1964 W. 162<sup>nd</sup> St. The request for Bingo Permit renewal is to host weekly bingo games every Thursday between the hours of 12:00p.m. to 2:00p.m. This recommendation of approval, for the Bingo Permit, is subject to comply with all provisions of the Gardena Municipal Code and within Title 5.16 Bingo.



**MEMORANDUM**  
DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department / Fire Department

DATE: August 1, 2022

FROM: Gregg Tsujiuchi, Director

REF: Bingo Permit Renewal for 2022

SUBJ: Department Inspection & Investigation  
Request

CC:

Type of Application: BINGO PERMIT (RENEWAL)  
Business: Gardena Valley JCI  
Owner: Alison Kochiyama-Officer  
Location: 1964 W. 162<sup>nd</sup> Street  
Gardena, CA 90247  
Request Approval to: Renew Bingo Permit for 2022

**Background:**

Attached is a Bingo permit application from Gardena Valley Japanese Cultural Institute. The organization will hold bingo games every Thursday between the hours of 12:00p.m. and 2:00 p.m. and has been operating in the City of Gardena for more than 50 years.

Please conduct the necessary inspections and/or investigation and reply by **August 5, 2022**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay.

**Department Response**

Name of Department:

POLICE

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☒ Recommend Approval

☐ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Head Signature

[Signature]  
8/2/22

Date



**MEMORANDUM**  
DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department / Fire Department

DATE: August 1, 2022

FROM: Gregg Tsujiuchi, Director

REF: Bingo Permit Renewal for 2022

SUBJ: Department Inspection & Investigation  
Request

CC:

Type of Application: BINGO PERMIT (RENEWAL)  
Business: Gardena Valley JCI  
Owner: Alison Kochiyama-Officer  
Location: 1964 W. 162<sup>nd</sup> Street  
Gardena, CA 90247  
Request Approval to: Renew Bingo Permit for 2022

**Background:**

Attached is a Bingo permit application from Gardena Valley Japanese Cultural Institute. The organization will hold bingo games every Thursday between the hours of 12:00p.m. and 2:00 p.m. and has been operating in the City of Gardena for more than 50 years.

Please conduct the necessary inspections and/or investigation and reply by **August 5, 2022**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay.

**Department Response**

Name of Department:

*Fire*

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☒ Recommend Approval

☐ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Head Signature

*CA Johnson*

Date

*8/4/22*



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.H  
Section: CONSENT CALENDAR  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Gardena Elks Lodge #1919 - Weekly Bingo Permit (RENEWAL) Mondays  
6:00 p.m. - 12:00 a.m.

**CONTACT: COMMUNITY DEVELOPMENT**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

Attached for City Council consideration is an application for a renewal of a weekly bingo permit from the Gardena Elks Lodge #1919 located at 1735 West 162nd Street. The applicant is seeking approval to conduct bingo every Monday between the hours of 6:00 p.m. to 12:00 a.m. The Elks Lodge has been operating in the City since 1954.

The Police Department, Fire Department, and Planning Division have reviewed the application and are recommending approval.

**Staff is recommending approval of the bingo permit.**

**FINANCIAL IMPACT/COST:**

None

**ATTACHMENTS:**

[Bingo Permit Application.pdf](#)

[Planning Division Memorandum Reply.pdf](#)

[Police Department Memorandum Reply.pdf](#)

[Fire Department Memorandum Reply.pdf](#)

APPROVED:

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Clint Osorio, City Manager



**DEPARTMENT of COMMUNITY DEVELOPMENT**1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / [WWW.CITYOFGARDENA.ORG](http://WWW.CITYOFGARDENA.ORG) / PHONE (310) 217-9530

City of Gardena 142

1700 W 162nd St

06/28/2022 10:47:19.000 Reg CASHIER\_CONDEV2

Check - 11440 \$ 708.00

GARDENA LODGE NO 1919

## Bingo Permit Application

Change \$\*\*\*\*\*0.00

Pursuant to the Gardena Municipal Code (GMC) Section 5.16.020, the game of bingo shall not be allowed, played, or conducted except pursuant to a license obtained from the City in the manner provided in this Chapter.

Name of Applicant/Organization (attach statement that applicant is an eligible organization under Section 5.16.030)	
Gardena Elks Lodge No. 1919	
Address Where Bingo Games are to be Held 1735 W. 162nd Street, Gardena, CA 90247	
Occupancy Capacity 299	Length of Time Applicant has Occupied Premises 68 Years
Days and Hours Bingo is to be Conducted Mondays 6 pm to 12 am	
Length of Time Applicant has Conducted Operations in the City 50 Years	
Name and Address of Legal Property Owner Gardena Elks Lodge #1919, 1735 W. 162nd St., Gardena, CA 90247	

If granted a license, the applicant agrees to conduct bingo games in strict accordance with the provisions of Section 326.5 of the Penal Code of the State and this chapter, as they may be amended from time to time, and agrees that the license to conduct bingo games may be revoked by the City Manager upon the violation of any such provisions.

Where applicable, the applicant shall also submit with its application the appropriate documentation from the exemption division of the Franchise Tax Board of the State showing exemption.

We hereby declare under penalty of perjury that the foregoing is true and correct and that the applicant(s) agrees to comply with all conditions imposed with the issuance of this permit.

Signature of Officer <i>Betty A. K...</i> Lodge Secretary	Date: 6-10-2022
Address 1735 W. 162nd Street, Gardena, CA 90247	
Signature of Officer <i>Deanne Gray</i>	Date: 6-10-2022
Address 1735 W. 162nd Street, Gardena, CA 90247	



# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Planning, Police Department

DATE: June 28, 2022

FROM: Greg Tsujiuchi, Director

REF: Bingo Permit Renewal for 2022

SUBJ: Department Inspection & Investigation  
Request

CC:

Type of Application: BINGO PERMIT (RENEWAL)  
Business: Gardena Elks Lodge No.1919  
Owner: Jeanine Gray/Lodge Treasure, Betty King/Lodge Secretary  
Location: 1735 W. 162<sup>nd</sup> Street  
Gardena, CA 90247  
Request Approval to: Renew Bingo Permit

## Background:

Attached is a Bingo permit application from Gardena Elks Lodge 1919. The organization holds bingo games every Monday between the hours of 6:00p.m. to 12:00 a.m. and has been operating in the City of Gardena since 1954.

Please conduct the necessary inspections and/or investigation and reply by **July 8, 2022**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay.

## Department Response

Name of Department:

*Planning*

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☒ Recommend Approval

☐ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Head Signature

*Amanda Acuna*

Date

*7/11/2022*



# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Business License Division

DATE: July 8, 2022

FROM: Amanda Acuna, Senior Planner

REF:

SUBJ: Re: BINGO PERMIT (RENEWAL)

CC:

---

The Planning Division recommends approval of the subject Bingo Permit for Gardena Elks Lodge No. 1919, located at 1735 W. 162<sup>nd</sup> Street. The request for Bingo Permit renewal is to host weekly bingo games every Monday between the hours of 6:00p.m. to 12:00a.m. This recommendation of approval, for the Bingo Permit, is subject to comply with all provisions of the Gardena Municipal Code and within Title 5.16 Bingo.





# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Planning, Police Department

DATE: June 28, 2022

FROM: Greg Tsujiuchi, Director

REF: Bingo Permit Renewal for 2022

SUBJ: Department Inspection & Investigation  
Request

CC:

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Type of Application: BINGO PERMIT (RENEWAL)  
Business: Gardena Elks Lodge No.1919  
Owner: Jeanine Gray/Lodge Treasure, Betty King/Lodge Secretary  
Location: 1735 W. 162<sup>nd</sup> Street  
Gardena, CA 90247  
Request Approval to: Renew Bingo Permit

### Background:

Attached is a Bingo permit application from Gardena Elks Lodge 1919. The organization holds bingo games every Monday between the hours of 6:00p.m. to 12:00 a.m. and has been operating in the City of Gardena since 1954.

Please conduct the necessary inspections and/or investigation and reply by **July 8, 2022**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay.

## Department Response

Name of Department: \_\_\_\_\_

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☒ Recommend Approval

☐ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Head Signature

Date

*[Handwritten Signature]*  
7/5/22



**MEMORANDUM**  
DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department / Fire Department

DATE: June 28, 2022

FROM: Greg Tsujiuchi, Director

REF: Bingo Permit Renewal for 2022

SUBJ: Department Inspection & Investigation  
Request

CC:

Type of Application: BINGO PERMIT (RENEWAL)  
Business: Gardena Elks Lodge No.1919  
Owner: Jeanine Gray/Lodge Treasure, Betty King/Lodge Secretary  
Location: 1735 W. 162<sup>nd</sup> Street  
Gardena, CA 90247  
Request Approval to: Renew Bingo Permit

**Background:**

Attached is a Bingo permit application from Gardena Elks Lodge 1919. The organization holds bingo games every Monday between the hours of 6:00p.m. to 12:00 a.m. and has been operating in the City of Gardena since 1954.

Please conduct the necessary inspections and/or investigation and reply by **July 8, 2022**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay.

**Department Response**

Name of Department:

Fire

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☒ Recommend Approval

☐ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Head Signature

CA Johnson

[Signature]

Date

8/4/22



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 11.A  
Section: DEPARTMENTAL  
ITEMS - ADMINISTRATIVE  
SERVICES  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Public Hearing: Proposed 48<sup>th</sup> Year Community Development Block Grant (CDBG) Program – One Year Action Plan for Use of Funds for Fiscal Year 2022-2023

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Conduct Public Hearing; allow each speaker three (3) minutes; and Approve Plan**

#### **RECOMMENDATION AND STAFF SUMMARY:**

Staff recommends that the City Council conduct a public hearing and approve the 48<sup>th</sup> Year Community Development Block Grant Program (CDBG) for Fiscal Year 2022-2023. The Action Plan outlines the projected use of City federal resources in the City of Gardena. The Action Plan also identifies the period in which an aggregate of 70% of CDBG funds will be expended on low and moderate-income activities.

Any comments received at this evening's meeting will be incorporated into the 48<sup>th</sup> Year CDBG Program - HUD Action Plan: One Year Use of Funds for submission to the U.S Department of Housing and Urban Development (HUD) by the August 15, 2022 deadline. Furthermore, an additional public comment period has been opened from August 4, 2022 to September 2, 2022. If any revisions to the plan arise from this comment period then staff will amend the 48<sup>th</sup> Year CDBG Program - HUD Action Plan: One Year Use of Funds submitted to the U.S Department of Housing and Urban Development (HUD). The draft documents are available for public inspection on the City's website at [www.cityofgardena.org](http://www.cityofgardena.org).

Staff therefore recommends that at the conclusion of the Public Hearing the City Council approve the Plan as presented or as may be amended by Council action as a result of the Public Hearing.

#### **FINANCIAL IMPACT/COST:**

Amount of Expense	\$601,759 in program expenditures
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Funding Source	US Department of Housing and Urban Development
Revenue	\$601,759 in program allocation

**ATTACHMENTS:**

[Action Plan FY 2022-2023.pdf](#)

[Proof of Publication.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

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Clint Osorio, City Manager

# CITY OF GARDENA



## Annual Action Plan Fiscal Year 2022-2023

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Prepared by  
Administrative Services Department  
City of Gardena 1700 West 162nd Street Gardena, CA 90247

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

The Action Plan focuses on activities to be funded with the City of Gardena Community Development Block Grant (CDBG) Program entitlement grant administered by the Department of Housing and Urban Development (HUD). Housing and community development needs in the City are extensive and require the effective and efficient use of limited funds. HUD allocates CDBG funding to eligible jurisdictions on a formula basis, using factors such as population, income distribution, and poverty rate. The City is receiving \$601,759 in FY 2022-2023 entitlement CDBG funds.

#### ***CDBG Program***

CDBG is an annual grant for cities to assist in the development of viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally to persons of low-and moderate-income.

There is a wide range of activities that are eligible under CDBG Programs. CDBG grantees are responsible for ensuring that each eligible activity meets one of three national objectives:

1. Benefiting low- and moderate-income persons.
2. Aid in the prevention or elimination of slums or blight; and
3. Meet an urgent need that the grantee is unable to finance on its own.

### 2. Summarize the objectives and outcomes identified in the Plan

HUD requires that all activities and programs carried out with CDBG funds satisfy one of following three objectives; to create a suitable living environment, to provide decent housing, or to create economic opportunities. HUD also prescribes three outcome categories to describe the result of the activity or project, these outcomes are: availability/accessibility, affordability, and sustainability. Therefore, each of the goals and priorities identified in this ConPlan must have a corresponding housing funds and such funds may be combined as a leveraging tool for new housing development.

Individual projects and activities carried out to achieve the objectives and outcomes identified in the ConPlan, will be funded based on the availability of annual CDBG funding. The City of Gardena received an average of \$631,937 over the last five-year period. It is anticipated that the City will receive approximately \$637,637 per year over the next 5-year ConPlan period. The figures proposed for each project are estimates based on the assumptions that CDBG funding, entitlement funding distribution formulas and/or the number of communities eligible to receive entitlement grants will remain constant. If any of these conditions change, projected activities and accomplishments are also subject to change.

HUD's Community Planning and Development (CPD) Outcome Performance Measurement Framework classifies objectives in three (3) categories: decent housing, a suitable living environment, and economic opportunity. Based on the Needs Assessment and Market Analysis, the Strategic Plan identifies eight high priority needs to be addressed through the implementation of activities aligned with eight Strategic Plan goals.

The high priority needs include:

- Planning and Administration
- Fair Housing Services
- Public Services to Help Low-Income Residents
- Preservation of Supply of Affordable Housing
- Neighborhood Preservation & Improvement
- Expand the Supply of affordable housing
- Economic Development
- Prevent and Eliminate Homelessness

The following goals are identified in the Strategic Plan:

- Planning and Administration
- Fair Housing Services
- Services for Low- and Moderate-Income Persons
- Public Infrastructure Improvements
- Public Facilities Improvements
- Code Enforcement
- Owner-Occupied Rehabilitation
- Rental Housing Rehabilitation
- Economic Development
- Housing Assistance Vouchers

### **3. Evaluation of past performance**

In the implementation of its CDBG programs, the City of Gardena takes various initiatives to ensure success in meeting Consolidated Plan objectives and addressing community need. The City expended almost 89% of its allocation on activities benefiting low and moderate income persons. The City involves the public in its programs by conducting extensive public outreach and complying with citizen participation requirements. Additionally, the City coordinates with various non-profit and other local organizations in the implementation of its programs to ensure funding has the greatest impact in addressing needs. During Planning Period 2016-2021 ("PP 2016"), Gardena expended \$3,150,635 on activities meeting its strategic plan objectives of providing decent housing, providing a suitable living environment, and creating economic opportunity. Lack of funding makes it difficult to address all strategic

plan objectives in one program year. As a result, Gardena funds high priority projects to the extent possible.

In PP 2016, Gardena was able to funds projects that directly addressed specific strategic plan objectives including:

Housing - \$1,175,000

2016-2021 Projects:

- Owner Occupied Housing Rehabilitation Loan Program
- Residential Rebate Program
- Handy-worker Fix-Up Program
- Multi-Family Residential Code Correction Program

Strategic Plan Objectives Addressed

- Sustain existing housing stock through rehabilitation and necessary improvements
- Increase the number of new affordable housing units
- Increase homeownership opportunities

Suitable Living Environment - \$808,660

2016-2021 Projects:

- Code Enforcement
- Public Facilities/Recreation Improvements
- Accessibility Improvements

Strategic Plan Objectives Addressed

- Improve and stabilize city neighborhoods
- Enhance and encourage resident involvement
- Promote safe neighborhoods

2016-2021 Projects:

- Youth and Family Services Bureau
- Senior Citizen Day Care Center

#### **4. Summary of Citizen Participation Process and consultation process**

On July 15, 2022, a public notice was published in the Daily Breeze announcing the opening of the 30-day public comment/application period and public hearing on the CDBG Program Use of Funds for fiscal year. Notices were also sent to the City Council, City Commissions and Committees and City Departments for dissemination.



The City received comments from City Departments. All requests for funding were reviewed and incorporated into the FY Annual Action Plan.

#### 2022-2023 Draft Action Plan

A public hearing was held at the City Council Meeting on August 9, 2022, at 7:30 p.m. to receive comments on the Draft Annual Action Plan. The Final Action Plan for FY 2022-2023 will be submitted to the Department of Housing and Urban Development (HUD) by the August 16, 2022, deadline. The Action Plan is due 90 days before the beginning of the City's fiscal year, however, due to the late notification of the federal allocations related to the Coronavirus pandemic, HUD allows for the Action Plan to be submitted no later than the August 16, 2022, deadline.

#### **5. Summary of public comments**

No public comments were received.

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

No comments were received.

#### **7. Summary**

The City received \$601,759 in FY 2022-2023 entitlement CDBG funds. The City anticipates funding projects to meet the priorities and corresponding goals during the five-year period.

## **PR-05 Lead & Responsible Agencies – 91.200(b)**

### **1. Agency/entity responsible for preparing/administering the Consolidated Plan**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
CDBG Administrator	GARDENA	Administrative Services Department

**Table 1 – Responsible Agencies**

### **Narrative (optional)**

The City of Gardena Administrative Services Department is the lead agency for overseeing the development of the Consolidated Plan, and for administration of the CBDG program, including the preparation of the required Action Plan, and CAPER. The City will at times, utilize the services of a specialized consultant to assist the City in carrying out the activities during each program year.

### **Consolidated Plan Public Contact Information**

Mary Simonell, Administrative Services Manager, City of Gardena - Finance Department, 1700 W. 162nd Street, Gardena, CA 92024 (310) 217-9516

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

Consultation for the 2022-2023 Annual Action Plan was achieved through a variety of strategies, including public hearings. All efforts were made to contact appropriate parties and obtain thorough input. These consultations, in conjunction with participation from citizens, provided the plan direction and scope

#### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City will continue to maintain partnerships with other local public and private agencies on regional solutions to long-term housing and community development problems. The City will provide technical assistance to developers and community-based organizations that assist the City in the provision of affordable housing and facilities. The City will also encourage collaboration between non-profit agencies, housing providers and government agencies. The City will maintain contact with trade organizations, such as the Building Industry Association (BIA).

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Homelessness is addressed regionally through the Continuum of Care (CoC) led by the Los Angeles Homeless Services Authority (LAHSA), a joint powers authority of the City and County of Los Angeles that coordinates and manages over \$70 million annually in federal, state, county and city funds for programs providing shelter, housing and services to men, women and children experiencing homelessness. The Los Angeles County Continuum of Care includes the entire county with the exception of the cities of Glendale, Pasadena and Long Beach, who administer and operate their own CoC systems. To facilitate planning and administration of services, LAHSA adopted eight regional Service Planning Areas (SPAs). The City of Gardena is part of SPA 8 – South Bay / Harbor. The CoC meets on a monthly basis to identify gaps in homeless services, establish funding priorities, and to pursue an overall systemic approach to addressing homelessness.

The CoC makes recommendations for allocation of funds available under the Emergency Shelter Grants (ESG) Program. The representatives seek ways to improve collaboration and share scarce resources. The consensus approach from service providers is to emphasize prevention of homelessness first, then transitional housing and support services for individuals and families, and finally support for chronically homeless individuals.

The City participates in the annual homeless count sponsored by the CoC.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City and the COC will continue to work together to develop performance standards that provide a measure to evaluate each ESG subrecipients effectiveness, such as how well the service provider succeeded at 1) targeting those who need the assistance most; 2) reducing the number of people living on the streets or emergency shelters; 3) shortening the time people spend homeless; and 4) reducing each program participant's housing barriers or housing stability risks. These performance standards will be incorporated into the City's Subrecipient Agreement, and to the extent possible, will be tracked and measured in HMIS. Table 2 on the following page provides a listing of the entities consulted as part of this planning process.

**2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

See Table 2 on the following page.

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	LAHSA
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Email; telephone
2	<b>Agency/Group/Organization</b>	HOUSING AUTHORITY COUNTY OF LOS ANGELES
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Telephone
3	<b>Agency/Group/Organization</b>	County Public Health Department
	<b>Agency/Group/Organization Type</b>	Services-Persons with HIV/AIDS Services-Health Health Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Telephone. The anticipated outcome is better information and communication regarding lead based paint hazards.
4	<b>Agency/Group/Organization</b>	Youth and Family Service Bureau
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Telephone and email. The outcome is expected to include better communication and referral information for Gardena residents.
5	<b>Agency/Group/Organization</b>	Gardena Senior Citizens Bureau
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Telephone.

## Identify any Agency Types not consulted and provide rationale for not consulting

At least ten additional agencies were contacted. However, their names were not included if a response was not received.

## Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Los Angeles Homeless Services Authority	The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan's goal to prevent and end homelessness.
City of Gardena General Plan Housing Element	City of Gardena Planning Department	The Housing Element (2014-2021) serves as a policy guide to help the City plan for its existing and future housing needs. This effort aligns with the Strategic Plan's goal to assist in the creation and preservation of affordable housing for low income and special needs households.
Greater LA Homeless Count	Los Angeles Homeless Services Authority	The Greater Los Angeles Homeless County Overall Results for LA Continuum of Care (Updated October 7, 2016) report includes homeless census findings, survey findings, and discussion of methodologies used. This effort aligns with the Strategic Plan's goal to prevent and end homelessness.
LA Continuum of Care	Los Angeles Homeless Services Authority	Greater Los Angeles Homeless Count Key Findings for LA Continuum of Care by Service Planning Area and Supervisorial Districts (November 20, 2013) report includes homeless census findings, survey findings, and discussion of methodologies used. This effort aligns with the Strategic Plan's goal to prevent and end homelessness.
Los Angeles County Five-Year Comprehensive HIV Pla	Los Angeles County Commission on HIV; County of Los Angeles Public Health	This Comprehensive HIV Plan (2013-2017) is LA County's (LAC) first fully integrated HIV plan that addresses the full continuum of services from prevention and testing to linkage to care, treatment, and retention of persons living with HIV, including AIDS (PLWH). This effort aligns with the Strategic Plan's goal to support activities that strengthen neighborhoods through the provision of community services to benefit special needs households.
Regional Housing Needs Assessment (RHNA)	Southern California Association of Governments (SCAG)	The RHNA is an assessment process performed periodically as part of housing element and General Plan updates at the local level. The RHNA quantifies the need for housing by income group within each jurisdiction during specific planning periods. This effort aligns with the Strategic Plan goal to assist in the creation and preservation of affordable housing for low income and special needs households.

**Table 3 – Other local / regional / federal planning efforts**

## Narrative (optional)

None.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City Council held a public hearing on August 9, 2022, to solicit community comments and input on the use of the City's funding. Residents and stakeholders were notified of the public hearing through a publication in a local newspaper, direct email notification, and posting on the City's Website. No persons spoke on this item.

The draft Action Plan was available for public review and comment for a 30-day period.

The draft Action Plan was available on the City's website.

No comments have been received during the 30-day public review period. The City Council is scheduled to review and approve the FY Action Plan at a public hearing on August 9, 2022.

## Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community	No one was in attendance.	None.	Not applicable.	
2	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No one was in attendance	None.	Not applicable.	
3	Resident Survey	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Not applicable.	None.	Not applicable.	CityofGardena.org
4	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish	Not applicable.	None.	Not applicable.	

**Table 4 – Citizen Participation Outreach**



## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

For FY 2022-2023, the City of Gardena anticipates receiving \$601,759 in CDBG funding.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	601,759	0	0	601,759	0	\$601,759 represents the estimated annual allocation of CDBG funds.
Other	public - federal	Public Improvements	0	0	0	0	0	
Other	public - state	Housing	0	0	0	0	0	These funds represent estimated repaid loans under the State HOME Program and CalHome programs.
Other	public - local	Public Improvements	0	0	0	0	0	

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of Gardena and HUD share a mutual interest in leveraging HUD resources to the maximum extent possible in order to deliver high-quality affordable housing, neighborhood improvement programs, supportive services, and economic development.

**Entitlement Funds**

Leverage, in the context of CDBG funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's U.S. Department of Housing and Urban Development (HUD) funded programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to strategically leverage additional funds in order to achieve greater results. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project from a source other than the originating HUD program are documented.

**Other Federal Grant Programs**

In addition to the CDBG entitlement dollars, the federal government has several other funding programs for community development and affordable housing activities. These include: the Section 8 Housing Choice Voucher Program, Section 202, the Affordable Housing Program (AHP) through the Federal Home Loan Bank, and others. It should be noted that in most cases the City would not be the applicant for these funding sources as many of these programs offer assistance to affordable housing developers rather than local jurisdiction.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City does not own land or property located within the jurisdiction that may be used to address the needs identified in the plan.

**Discussion**

None.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Program Administration	2021	2025	Planning and Administration	Citywide	Planning and Administration	CDBG: \$100,350	Other: 6000 Other
2	Fair Housing Services	2021	2025	Affordable Housing Non-Homeless Special Needs	Citywide	Fair Housing Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 125 Persons Assisted
3	Services for Low & Moderate Income Persons	2021	2025	Homeless Non-Homeless Special Needs	Citywide	Public Services to Help Low-Income Residents Prevent and Eliminate Homelessness	CDBG: \$90,260	Public service activities other than Low/Moderate Income Housing Benefit: 70 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 18 Households Assisted
4	Code Enforcement	2021	2025	Affordable Housing	CDBG Eligible Areas	Preservation of Supply of Affordable Housing Neighborhood Preservation & Improvement	CDBG: \$230,000	Rental units rehabilitated: 6 Household Housing Unit Homeowner Housing Rehabilitated: 250 Household Housing Unit
5	Owner-Occupied Rehabilitation	2021	2025	Affordable Housing	Citywide	Preservation of Supply of Affordable Housing Neighborhood Preservation & Improvement	CDBG: \$161,149	Homeowner Housing Rehabilitated: 25 Household Housing Unit

Table 6 – Goals Summary

### Goal Descriptions

<b>1</b>	<b>Goal Name</b>	Program Administration
	<b>Goal Description</b>	Ensure efficient/effective use of CDBG to address Consolidated Plan priorities, provide oversight and coordination to make certain funds are spent properly and in a timely manner. A maximum of 20 percent of annual funding may be allocated to planning and administrative activities related to the CDBG program
<b>2</b>	<b>Goal Name</b>	Fair Housing Services
	<b>Goal Description</b>	Retain the services of a Fair Housing provider, promote fair housing education and outreach within Gardena, and continue to test for discrimination.
<b>3</b>	<b>Goal Name</b>	Services for Low & Moderate Income Persons
	<b>Goal Description</b>	Support programs for low- and moderate-income residents that provide childcare, direct services for seniors and frail elderly to maintain their independent living situation, food pantry, emergency food and shelter services and counseling services. The City will continue to fund its Youth and Family Services Program to facilitate the elimination of homelessness, including childcare services, food bank, temporary housing vouchers, and counseling services.
<b>4</b>	<b>Goal Name</b>	Code Enforcement
	<b>Goal Description</b>	Provide code enforcement activities to ensure a safe living environment for the City's low- and moderate-income households.
<b>5</b>	<b>Goal Name</b>	Owner-Occupied Rehabilitation
	<b>Goal Description</b>	The City will continue to fund its handy worker and residential rebate program to facilitate the preservation of affordable housing. The City will also fund its Owner-Occupied Housing Rehabilitation Loan Program utilizing State HOME funds and CalHome program income funds.

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

To address the high priority needs identified in the Strategic Plan to the 2021-2025 Consolidated Plan, the City of Gardena will invest CDBG funds in projects that preserve affordable housing, provide fair housing services, provide services to low- and moderate-income residents, provide services to residents with special needs, prevent homelessness, preserve neighborhoods, improve public facilities and infrastructure, and facilitate the creation or expansion of small businesses. Together, these projects will address the housing, community and economic development needs of Gardena residents-particularly those residents residing in the low- and moderate-income areas.

#### Projects

#	Project Name
1	PLANNING AND ADMINISTRATION
2	FAIR HOUSING SERVICES
3	YOUTH AND FAMILY SERVICES BUREAU (COUNSELORS/AIDES)
4	HEALTH AND SAFETY CODE ENFORCEMENT
5	HANDY-WORKER/ RESIDENTIAL REBATE

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The continuing reduction in federal grant funding has resulted in the City's limited funding priorities. In the past the City has funded a multi-family code correction program that worked in conjunction with Code Enforcement to address rental property health and safety issues. This program along with the City's Commercial Rehabilitation program will not be funded this fiscal year in order to focus the City's Code Enforcement activities on the City's lower income, owner-occupant residents through its Residential Rehabilitation Handyworker/Rebate Program. Code Enforcement efforts will be increased in the City's most declining single-family low- and moderate-income census tracts.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	PLANNING AND ADMINISTRATION
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Program Administration
	<b>Needs Addressed</b>	Planning and Administration
	<b>Funding</b>	CDBG: \$100,350
	<b>Description</b>	General oversight of the City's Community Development Block Grant Program
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Fulfill the HUD regulatory mandate to affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.
2	<b>Project Name</b>	FAIR HOUSING SERVICES
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Fair Housing Services
	<b>Needs Addressed</b>	Fair Housing Services
	<b>Funding</b>	CDBG: \$20,000
	<b>Description</b>	Fulfill the HUD regulatory mandate to affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	50 persons are estimated to be assisted this fiscal year with Fair Housing services.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Fulfill the HUD regulatory mandate to affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.
3	<b>Project Name</b>	YOUTH AND FAMILY SERVICES BUREAU (COUNSELORS/AIDES)
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Services for Low & Moderate Income Persons
	<b>Needs Addressed</b>	Public Services to Help Low-Income Residents

	<b>Funding</b>	CDBG: \$90,260
	<b>Description</b>	Provide low- and moderate-income families with a range of public services necessary to prevent homelessness and ameliorate the effects of poverty.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Youth and Family Services Program will assist approximately 100 families/individuals with housing referrals, food bank and counseling services.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Activities include the payment of salaries for counselors to implement the services provided by the Youth and Family Services Bureau.
4	<b>Project Name</b>	HEALTH AND SAFETY CODE ENFORCEMENT
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Code Enforcement
	<b>Needs Addressed</b>	Preservation of Supply of Affordable Housing Neighborhood Preservation & Improvement
	<b>Funding</b>	CDBG: \$230,000
	<b>Description</b>	Provide code enforcement located within low and moderate income census tracts in coordinated effort to address code deficiencies in housing occupied by low income households. The code enforcement activities are coordinated with housing rehabilitations staff to ensure the preservation of the City's affordable rental housing through the Multi-Family Residential Code Correction Program.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	An estimated 25 households will be assisted through Code Enforcement efforts to address health and safety issues in the City's low and moderate income neighborhoods.
	<b>Location Description</b>	Citywide
5	<b>Planned Activities</b>	Provide code enforcement located within low and moderate income census tracts in coordinated effort to address code deficiencies in housing occupied by low income households. The code enforcement activities are coordinated with housing rehabilitations staff to ensure the preservation of the City's affordable rental housing through the Handyworker/Rebate Program.
	<b>Project Name</b>	HANDY-WORKER/ RESIDENTIAL REBATE
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Owner-Occupied Rehabilitation
	<b>Needs Addressed</b>	Preservation of Supply of Affordable Housing Neighborhood Preservation & Improvement
	<b>Funding</b>	CDBG: \$161,149

	<b>Description</b>	Continued funding of the City's Handy-worker/ Residential Rebate that provides grants and rebates to low and moderate income owner occupants to make necessary repairs to their home. The goal is to preserve the quality of existing owner-occupied dwellings through rehabilitation.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	An estimated 25 households will be assisted through the City's Handyworker/Rebate Program.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Continued funding of the City's Handy-worker/ Residential Rebate that provides grants and rebates to low and moderate income owner occupants to make necessary repairs to their home. The goal is to preserve the quality of existing owner-occupied dwellings through rehabilitation.

**Table 4 – Project Summary**



## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Assistance will be primarily directed to the CDBG low- and moderate-income areas are shown on the map included in section SP-10 of the Consolidated Plan. The CDBG low- and moderate-income areas are comprised of low- and moderate-income Census Tract Block Groups as defined by HUD. Residents of the CDBG low- and moderate-income areas have median incomes at or below 80% of the area median income based on family size for the County of Los Angeles.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
CDBG Eligible Areas	38
Citywide	62

**Table 5 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

For the program year, the City will invest \$601,756 of CDBG funds that will benefit low- and moderate-income Gardena residents. Of this amount, at least \$230,260 or 38.3% for Code Enforcement in CDBG resources will be invested in projects that exclusively benefit the CDBG low- and moderate-income areas. Due to the nature of these activities to be undertaken, they are limited to the CDBG low- and moderate-income areas while other funded projects and activities benefit low- and moderate-income limited clientele and are available citywide.

### **Discussion**

The City seeks to disburse federal entitlement dollars strategically within low-and moderate-income (LMI) census tracts. No specific neighborhoods are targeted for expenditure of funds. However, Code Enforcement works with housing rehabilitation staff to identify distressed neighborhoods within which to focus its efforts to ameliorate health and safety issues. Investments in services serving special needs populations and primarily low- and moderate-income persons will be made throughout the City. The City will evaluate each eligible project and program based on urgency of needs, availability of other funding sources and financial feasibility. Residential rehabilitation assistance will be available to income-qualified households citywide with an emphasis on distressed neighborhoods identified by Code Enforcement.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Two high priority affordable housing needs are identified in the 2021-2025 Consolidated Plan and three Strategic Plan goals are established to provide the framework necessary to invest CDBG funds to address the affordable housing needs of the City.

One Year Goals for the Number of Households to be Supported	
Homeless	2
Non-Homeless	25
Special-Needs	0
Total	27

**Table 6 - One Year Goals for Affordable Housing by Support Requirement**

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The City of Gardena does not administer Section 8 and does not own HUD Public Housing; however, the City is within the service area of the Housing Authority of the County of Los Angeles (HACoLA) for the purposes of Section 8 and Public Housing.

### **Actions planned during the next year to address the needs to public housing**

HACoLA will continue to serve the needs of residents through public housing and Section 8 vouchers. Specifically, the U.S. Census Bureau projects that the elderly in California will have an overall increase of 112 percent from 1990 to 2020. Los Angeles County mirrors this trend. To address the need for the growing senior population, in August of 2013, HUD approved HACoLA's application to designate 13 public housing senior developments as housing for elderly families only (62 years or older).

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

HACoLA actively encourages residents to be involved in the organization through resident councils and active participation in housing authority decisions via surveys and other forms of engagement. HACoLA also maintains quarterly newsletters for Section 8 tenants, public housing residents, and Section 8 property owners.

HACoLA encourages residents to explore homeownership opportunities. HACoLA currently administers Family Self-Sufficiency (FSS) program for public conventional housing and Housing Choice Voucher program residents. The FSS program provides critical tools and supportive services to foster a resident's transition from financial and housing assistance to economic and housing self-sufficiency, most importantly homeownership.

To support this effort, HACoLA utilizes marketing materials to outreach and further promote the program's requirements and benefits to all public housing residents. For families that are eligible to participate, a Contract of Participation (COP) is prepared to govern the terms and conditions of their participation and an Individual Training Service Plan (ITSP) is created that outlines the following: supportive services to be provided, activities to be completed by the participant, and agreed upon completion dates for the services and activities. The COP is valid for five years and may be extended to allow the family to meet their ITSP goals.

Once the COP is established and the family experiences an increase in tenant rent as a result of earned income, an escrow account in their name is established and increased earned income is deposited into this account. Escrow accounts are disbursed to the family once the family has graduated successfully from the program. Families are encouraged to utilize these funds towards educational and homeownership endeavors. Additionally, HACoLA provides residents with information on CDC's homeownership programs.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

N/A, HACoLA is designated as a High Performing Public Housing Agency.

**Discussion**

The Housing Authority of the County of Los Angeles administers Section 8 to provide rental assistance to low-income families, senior citizens, and disabled individuals. In 2020, 634 Section 8 Housing Choice Vouchers were held by Gardena households.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City will invest CDBG funds during the program year to address high priority needs identified in the 2021-2025 Consolidated Plan including preventing homelessness and providing public services to special needs populations. This will be accomplished through the City's Youth, Senior and Family Services program.

According to the results of the most recent data available March 2022 from The Los Angeles Homeless Service Authority (LAHSA) Point-in-Time Homeless Count (PIT Count), there are approximately 63,706 homeless in the county. Of those, 51,221 are individuals and 12,416 are families. District 8 of which the City is a part of had 4,560 homeless of which 3,678 are individuals and 874 are families. In addition, 3,512 are unsheltered and only 1,048 are sheltered. To address incidences of homelessness in Gardena and to prevent extremely low-income Gardena families from becoming homeless, the City places a high priority on programs that work to prevent homelessness or rapidly assist homeless individuals living in the community. To address this need, the City will support its Youth and Family Services Program that will support 2 households over the Consolidated Plan period utilizing its CDBG funds. The Youth and Family Services Program will assist in preventing these families from becoming homeless.

In addition, the City will be supporting the Los Angeles County CoC to prevent and eliminate homelessness including, but not limited to, emergency, homelessness prevention and rapid re-housing programs. Through Measure H funds, the City will be collaborating with the County to address all facets of homeless assistance.

Analysis of available data and consultation with organizations providing services for special needs populations revealed a high need for a range of additional services including, but not limited to, those concerned with developmentally disabled adults. To address these needs, the City will support two activities that provide services to developmentally disabled adults. The Handy worker/ Residential Rebate Program will provide grants to complete necessary improvements to the dwelling to make the unit accessible.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including; Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Preventing and ending homelessness is a HUD priority addressed nationally through coordination of regional strategies carried out locally by government agencies and a wide variety of community-based organizations and faith-based groups. Consistent with this approach, the City of Gardena supports the efforts of The Los Angeles Homeless Service Authority (LAHSA), County Continuum of Care (CoC), and its member organizations that address homelessness throughout Los Angeles County. In alignment with this strategy, the City will use non-HUD funds to support local service providers as well as City run programs to prevent homelessness and to expand the supply of affordable housing in Gardena for low- and moderate-income residents. Specifically, the City will fund its Youth, Senior and Family Services Program

that provide food, shelter vouchers and shelter referrals.

Homelessness is a regional crisis, and one of the top priorities of the Homeless Initiative is to continue strengthening the collaboration between the County and diverse stakeholders, including the 88 cities in this region. Cities have an important role and a unique perspective on the solutions to homelessness, and the County values each city's distinct resources, challenges, and perspectives.

In January 2020, L.A. County made an increased in investment in partnership with the cities by awarding \$3.8 million in Measure H funding to bolster the implementation of city-specific plans to combat and prevent homelessness. This funding award is a significant next step in strengthening the collaboration between the County and cities in the region, which are united in their commitment to address this complex humanitarian crisis.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The ultimate solution to ending homelessness is transitional to permanent housing closely aligned with supportive services that ensure housing stability can be maintained. However, because the demand for affordable housing far outpaces the region's supply, the CoC continues to rely on its emergency and transitional housing system to address the immediate needs of Los Angeles County's homeless population. To address this need, the City will support its Youth, Senior and Family Services Program that will support 2 households over the Consolidated Plan period utilizing its CDBG funds. The Youth, Senior and Family Services Program will assist in preventing these families from becoming homeless.

Los Angeles County has implemented policy and program changes aimed at ensuring homeless persons in Los Angeles County are rapidly housed and offered an appropriate level of support services to meet their circumstances and keep them stably housed. Between 2014 and 2021, a total of 10 shelter (e.g., emergency, transitional and seasonal/overflow) beds were removed from the Homeless Inventory Count (HIC). In contrast, 25 permanent supportive housing beds were added to the HIC.

This increase in permanent supportive housing for the most vulnerable populations is attributed to Los Angeles County homeless service providers re-tooling their programs and shifting their focus to moving people quickly into permanent supportive housing throughout the County. Homelessness can be significantly reduced and the quality of life of our residents, especially those precariously housed or homeless can be improved.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

In support of CoC efforts, this Strategic Plan provides for the use of CDBG funds to support temporary rental assistance activities implemented by the City through its Youth, Senior and Family Services Program to help prevent and eliminate homelessness.

For the next five years, the new plan recommends the following strategies to reduce homelessness throughout the County:

- Know who is homeless and what they need – Conduct a count of every person living on the streets, shelters, or other places not fit for human habitation to understand the scope of homelessness in each community.
- Create the housing and the services to help people thrive - Create affordable housing units through acquisition or rehabilitation of existing buildings and provide supportive services in permanent supportive housing that are critical to housing retention.
- Shift to a Housing First System, a system through which homeless people are back in permanent housing in less than 30 days and there are few requirements for housing.

By fully investing in solutions that work and getting communities to get involved at every level (i.e., federal, state, and local, for profit organizations, non-profit organizations, and residents) the end of homelessness throughout Los Angeles County can be possible.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

An individual or family is considered at-risk of becoming homeless if it experiences extreme difficulty maintaining their housing and has no reasonable alternatives for obtaining subsequent housing. Homelessness often results from a complex set of circumstances that require people to choose between food, shelter, and other basic needs. Examples of common circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, discharge from an institution, irreparable damage, or deterioration to housing, and fleeing from family violence.

## **Discussion**

With limited CDBG resources available, the City is investing CDBG funds through its Youth and Family Services program to prevent homelessness in Gardena.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in the sense that barriers are lawful and impediments to fair housing choice are usually unlawful.

Based on information gathered during community meetings, the Consolidated Plan Needs Assessment Survey, the 2014-2021 Housing Element and market analysis, the primary barriers to affordable housing in Gardena are housing affordability and the lack of monetary resources necessary to develop and sustain affordable housing. The two barriers are related in the sense that demand for affordable housing exceeds the supply and insufficient resources are available to increase the supply of affordable housing to meet demand.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

In the development of the 2014-2021 Housing Element, the City evaluated significant public policies affecting affordable housing development such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges and growth limitations. Based on this evaluation, the City determined that it has taken all necessary steps to ameliorate the negative effects of public policies that may have been a barrier to affordable housing. Moreover, the City is actively engaged with affordable housing developers concerning the siting of affordable housing and ensuring that the entitlement process runs smoothly from inception to completion.

### **Discussion:**

To address housing affordability and the lack of monetary resources for affordable housing, the 2016-2021 Consolidated Plan - Strategic Plan calls for the investment of a significant portion of CDBG funds the rehabilitation and preservation of 150 existing affordable housing units over the next five years.



## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

In the implementation of the Annual Action Plan, the City will invest CDBG resources to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure and enhance coordination between public and private housing and social service agencies.

### **Actions planned to address obstacles to meeting underserved needs**

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state, and other local sources, the high cost of housing that is not affordable to low-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City is investing CDBG funds through the Action Plan in projects that provide grants, rebates, and loans to low- and moderate-income homeowners for home improvements, programs that provide public services to low- and moderate-income people and those with special needs, and programs that prevent homelessness. To address underserved needs, the City is allocating 100 percent of its non-administrative CDBG investments for program year to projects and activities that benefit low- and moderate-income people.

### **Actions planned to foster and maintain affordable housing**

In the implementation of the Annual Action Plan, the City will invest CDBG funds to preserve and maintain affordable housing through the City of Gardena Residential Rehabilitation Handy worker/ Rebate Program in collaboration with its Code Enforcement activities in low and moderate-income areas. The Residential Rehabilitation Handy worker/ Rebate Program provides grants of between \$600 and \$3,000 to low- and moderate-income owners of single-family housing. The City will consider applying for State HOME funds in order to continue its Owner-Occupied Rehabilitation Program that provides 0% loans to low-income owner-occupants.

### **Actions planned to reduce lead-based paint hazards**

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the City of Gardena through its Owner-Occupied Housing Rehabilitation Loan and Handyworker/Rebate Programs will conduct lead-based paint testing and risk assessments for each property assisted that was built prior to January 1, 1978 and will incorporate safe work practices or abatement into the scope of work as required to reduce lead-based paint hazards in accordance with 24 CFR Part 35.

### **Actions planned to reduce the number of poverty-level families**

The implementation of CDBG activities meeting the goals established in the 2021-2024 Consolidated Plan strategic Plan and this Annual Action Plan will help to reduce the number of poverty- level families by:

- Continuing to fund the Gardena Family Child Care Program (GFCC).
- Continuing to fund the Youth, Senior and Family Services Program.
- Supporting activities that expand the supply of housing that is affordable to low- and moderate- income

households.

- Supporting activities that preserve the supply of decent housing that is affordable to low- and moderate-income households.
- Supporting a continuum of housing programs to prevent and eliminate homelessness; and
- Supporting housing preservation programs that assure low-income households have a safe, decent, and appropriate place to live.

In addition to these local efforts, mainstream state and federal resources also contribute to reducing the number of individuals and families in poverty. Federal programs such as the Earned Income Tax Credit and Head Start providing pathways out of poverty for families who are ready to pursue employment and educational opportunities. Additionally, in California, the primary programs that assist families in poverty are CalWORKS, CalFresh (formerly food stamps) and Medi-Cal. Together; these programs provide individuals and families with employment assistance, subsidy for food, medical care, childcare and cash payments to meet basic needs such as housing, nutrition and transportation. Other services are available to assist persons suffering from substance abuse, domestic violence, and mental illness.

#### **Actions planned to develop institutional structure**

The institutional delivery system in Gardena is high functioning and collaborative—particularly the relationship between local government and the nonprofit sector comprised of a network of capable non- profit organizations that are delivering a full range of services to residents. Strong City departments anchor the administration of HUD grant programs and the housing, community and economic development activities that are implemented by the City. To support and enhance this existing institutional structure, the City of Gardena will collaborate with affordable housing developers and nonprofit agencies receiving CDBG funds through the Annual Action Plan to ensure that the needs of low- and moderate-income residents are met as envisioned within the 2021-2025 Consolidated Plan - Strategic Plan.

#### **Actions planned to enhance coordination between public and private housing and social service agencies**

To enhance coordination between public and private housing and social service agencies, the City will continue consulting with and inviting the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Gardena—particularly the CDBG low- and moderate-income areas.

#### **Discussion:**

In the implementation of the 2022-2023 Annual Action Plan, the City will invest CDBG resources to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure and enhance coordination between public and private housing and social service agencies.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

In the implementation of programs and activities under the 2022-2023 Annual Action Plan, the City of Gardena will follow all HUD regulations concerning the use of program income, forms of investment, overall low- and moderate-income benefit for the CDBG program.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

100% of all CDBG funds will utilized for low- and moderate-income activities. In addition, the City does not anticipate the receipt of program income during the fiscal year.

# **2022-2023 ACTION PLAN**

## **CITIZEN PARTICATION COMMENTS**

NONE WERE RECEIVED.

# Grantee Unique Appendices

# 2022-2023 ACTION PLAN

## PROOF OF PUBLICATIONS

**CITY OF GARDENA  
COMBINED NOTICE OF COMMENT PERIOD AND PUBLIC  
HEARING FOR THE DRAFT FY 2022-23 ANNUAL ACTION PLAN**

**NOTICE IS HEREBY GIVEN** that the City of Gardena has prepared its One-Year Action Plan (2022-2023).

The publication of this notice is the beginning of the 30-day public review period required under Federal Regulation 24 CFR 91.105(b) (2). The public review and written comment period begins Thursday, August 4, 2022 and runs through Friday, September 2, 2022.

**BACKGROUND**

Each year, the City of Gardena participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. In order to participate, the City must approve an annual budget based on HUD's allocation of CDBG funds to the City each year.

For the fiscal year beginning July 1, 2022, and ending June 30, 2023, the City of The City of Gardena anticipates receiving the following amounts for these programs:

CDBG	\$	601,759
Estimated CDBG Program Income		\$0
<b>TOTAL</b>		<b>\$601,759</b>

Gardena proposes the utilization of CDBG funds to implement the programs listed below:

**Community Development Block Grant PROGRAM ACTIVITIES**

Proposed Programs	Implementing Agency	Amount
Administration	City of Gardena	\$100,350
Fair Housing/Public Services	Fair Housing Foundation	\$20,000
Code Enforcement	City of Gardena	\$230,000
Youth and Family Services	City of Gardena	\$90,260
Handyman Program	City of Gardena	\$161,149
<b>TOTAL</b>		<b>\$601,759</b>

**PUBLIC REVIEW PERIOD**

The draft Annual Action Plan (PY 2022-23), as required by HUD, will be available for public review from Thursday, August 4, 2022 and runs through Friday, September 2, 2022 (30-Day Public Review). During the public comment period, the draft documents are available for public inspection on the City's website at [www.cityofgardena.org](http://www.cityofgardena.org).

Comments will be accepted in person or in writing at the City Council meeting to be conducted on the date and time below. If you are unable to attend the City Council meeting, written comments can be submitted to Mary Simonelli, Administrative Services, 1700 W. 162nd Street, Gardena, CA 91048 on or before the end of the 30-day review period.

**NOTICE IS HEREBY FURTHER GIVEN** that the One-Year Action Plan (2022-23) will be presented to the City Council for approval on the following date:

DATE: Tuesday, August 9, 2022  
LOCATION: City of Gardena, Council Chambers  
TIME: 7:30 PM

At this meeting, the City Council will (1) receive public comment on the draft One-Year Action Plan (2022-23), and (2) approve the submission of the document to the Department of Housing and Urban Development (HUD). All interested persons are invited to attend the public hearing virtually to comment on the City's draft documents. Remote public participation is allowed in the following ways:

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**Daily Breeze**  
**Published: 8/5/22**



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**Daily Breeze**  
**Published: 8/5/22**



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 11.B  
Section: DEPARTMENTAL  
ITEMS - ADMINISTRATIVE  
SERVICES  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approval of Additional Blanket Purchase Orders for Fiscal Year 2022-2023

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Approve Additional Blanket Purchase Orders**

#### **RECOMMENDATION AND STAFF SUMMARY:**

A blanket purchase order authorizes the City to buy goods or services with predetermined terms or conditions. Since these vendors either have individual contracts, are piggybacking on State contracts or provide vital services which the City is mandated to use, it is only necessary for the requisitioner to request one purchase order for the estimated amount of the expenditure for the fiscal year. These blanket purchase orders for GTrans are in addition to those that were approved by City Council on July 26, 2022.

The blanket purchase order is limited by a dollar amount, as approved by Council, and the Purchasing Officer can issue releases for goods or services until the pre-established dollar amount is reached. Per the City's Purchasing Policy, Section 3.B. "the purchase of goods or services in excess of \$30,000 must be authorized by the City Council".

Therefore, as the estimated budgeted expenditure amount exceeds \$30,000, it is requested that Council approve the following GTrans Blanket Purchase Orders for FY 22-23 as specified in Exhibit A.

#### **FINANCIAL IMPACT/COST:**

GTrans has eligible operating and capital funds approved in the FY23 budget, previously approved by City Council. Total GTrans Budgeted Expenditures is \$862,363. There is no impact to the General Fund.

#### **ATTACHMENTS:**

[Exhibit A FY23 GTrans Blanket PO List.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

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Clint Osorio, City Manager

**EXHIBIT A**

<b>VENDOR</b>	<b>AMOUNT</b>	<b>DESCRIPTION OF SERVICE</b>	<b>FUNDING SOURCE</b>
Clean Energy	\$ 421,472	Fuel - Compressed Natural Gas	GTrans
Copyland	\$ 40,000	Printed Materials, including Bus Books	GTrans
Inter-Con Security Services	\$ 190,000	Security Guard Services	GTrans
Mobile Relay	\$ 135,891	Digital Bus Radio System Lease	GTrans
N/S Corporation	\$ 30,000	Bus Wash Equipment Parts	GTrans
Tom's Truck Center	\$ 45,000	Bus Vehicle Parts	GTrans
<b>Total</b>	<b>\$ 862,363</b>		



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 12.A  
Section: DEPARTMENTAL  
ITEMS - COMMUNITY  
DEVELOPMENT  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Short Term Rentals for Lodging Discussion

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Provide direction to staff to draft an ordinance**

#### **RECOMMENDATION AND STAFF SUMMARY:**

The Community Development Department has received numerous inquiries regarding the legality of short term rentals (STRs). An STR is any rental of a dwelling of thirty days or less. The introduction of online platforms such as Airbnb and VRBO currently have numerous listings for properties within Gardena. Regulations relating to STRs can either be totally permissive, completely prohibitive, or somewhere in between.

It is staff's belief that regulations are required as these rentals turn residential uses into commercial uses and change the character of the neighborhood. The City Council should discuss these issues and provide direction to staff to draft an ordinance.

#### **FINANCIAL IMPACT/COST:**

None.

#### **ATTACHMENTS:**

[Staff Report - Agenda Item 12.A.pdf](#)

APPROVED:

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Clint Osorio, City Manager



## **City of Gardena City Council Meeting**

Agenda Item No.: 12.A  
Department: Community Development  
Meeting Date: August 9, 2022

### **AGENDA STAFF REPORT**

#### **AGENDA TITLE:**

Short Term Rentals for Lodging Discussion

#### **RECOMMENDATION:**

Provide direction to staff to draft an ordinance.

#### **BACKGROUND:**

Community Development has received numerous inquiries regarding the legality of short term rentals (STRs). An STR is any rental of a dwelling of thirty days or less. The City's position has been that because STRs are not listed as an allowed use in the zoning code, they are prohibited. This is known as permissive zoning. The recent case of *Keen v. City of Manhattan Beach* decided in April of this year renders this argument invalid.

According to the appellate court, Manhattan Beach's ordinance did not regulate how long a person could stay in a dwelling and therefore rejected the city's argument that the STRs were prohibited under the theory of permissive zoning. Based on this decision, if Gardena wishes to regulate or prohibit STRs, it will be required to enact a zoning ordinance to do so.

Despite the City's position that these uses are not allowed, sites such as Airbnb and VRBO have numerous listings for properties within Gardena. Regulations relating to STRs can either be totally permissive, completely prohibitive, or somewhere in between. Various options and possible provisions are as follows:

- Complete ban on STRs
- No regulations on STRs outside of registration, business license fee (\$10) and paying TOT (11%)
- Allow home share only – owner must be present during rental

- Santa Monica defines home-sharing as renting one or more bedrooms in a primary residence for 30 or fewer consecutive days
- Limit the type of properties – single family home, duplexes, apartments
  - Note that no home which has an ADU or SB 9 unit may be used for STRs. Home sharing *may* be allowed
- Limit the number of total STRs in the City at any one time
  - If this option were chosen, then how to choose: first come – first serve until they are filled; deadlines with a lottery; reapply every number of years to give other people a chance
- Require that this be person's primary residence
  - What would the minimum occupancy period be to establish primary residence – some cities are as low as 60 – others require 270
- Limit the number of STRs one person can have – even if through a corporation
- Limit the number of rental days allowed per year
- Limit the number of people per bedroom
- Require insurance coverage
- Establish a registration fee

Regulations in neighboring jurisdictions cover a wide range of options:

- Carson – appears to be allowed
- El Segundo – home sharing in property owner's primary residence only in the R-2 and R-3 zones (Pilot program)
- Hawthorne – allowed with limitations
- Hermosa Beach – only allowed in non-conforming residences in certain non-residential zones, otherwise prohibited by Code
- Inglewood – moratorium
- Lawndale – prohibited by code
- Lomita – prohibited in SB 9 development by Code
- Manhattan Beach – prohibited by Code in residential zones; need to amend for coastal areas
- Redondo Beach - prohibited
- Torrance – in residential zones only allowed as a home share with a host living onsite

It is staff's belief that regulations are required as these rentals turn residential uses into commercial uses and change the character of the neighborhood. Additionally, there is evidence from various studies that these types of rentals lead to increases in rent and housing prices, thereby reducing the supply of housing, including affordable housing.

### **Other Short Term Rental Uses**

In addition to the traditional STRs of home rentals, owners have begun using their homes for other business enterprises which involve the short-term use of their home.



There are now websites that are devoted to hourly rentals of pools in single-family homes, the most popular of which is [www.swimply.com](http://www.swimply.com). Additionally, owners are renting their homes for use as event spaces. Currently, there do not appear to be any pools for rent in Gardena. Community Development has received inquiries about using private homes for events such as weddings. Use of homes for these purposes turns a single-family home into a commercial enterprise and can cause neighborhood disruptions.

Unlike STRs for lodging, these uses are prohibited under the Gardena Municipal Code as they are not listed as an allowed use. However, staff believes that such uses should be specifically addressed in accordance with the City Council's desires.

### **Conclusion**

The City Council should discuss these issues and provide direction to staff to draft an ordinance.

Submitted by: Greg Tsujiuchi  
Prepared by: Lisa Kranitz

Date: August 4, 2022



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 14.A  
Section: DEPARTMENTAL  
ITEMS - POLICE  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Execute five (5) year contract with AXON Enterprise, Inc. for the purchase of ninety (90) Electronic Control Devices (ECD) in the amount not to exceed \$356,386.33

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Authorize the Police Department to purchase ninety (90) new/unused "T7" ECDs and execute the five-year agreement with AXON Enterprise, Inc. for a total cost, not to exceed, \$356,386.33**

#### **RECOMMENDATION AND STAFF SUMMARY:**

The ongoing replacement of capital equipment is necessary to maintain an inventory that is up to date, reliable, and efficient. For over twenty years, the Police Department has utilized ECDs which have shown to be effective in preventing further violence without the use of deadly force. Over the years, the Department has entered multiple contracts with AXON Enterprise and has issued two different models of the ECD.

Our research has shown that 80% of other agencies who use AXON for their ECD devices choose the T7 model. With the "T7 Cert" program, AXON includes unlimited duty cartridges, a "HALT" training suit for situational awareness, an instructor "Train the Trainer" program, and a new five-year warranty with a limited liability insurance plan for the life of the contract.

The "T7" is the newest version of ECDs offered by AXON Enterprise and it has several new features that will make this ECD more effective than the current version. Some of these features include:

- A de-escalation option where the ECD is activated without the probes being deployed.
- A new targeting system that can be seen during the brightest days for precise probe deployments.
- A new variable distance setting for both close and further distance deployments.
- Integrated device management into the Police Department's current Evidence.com platform which is currently used for GPD's body-worn cameras and in-dash police vehicle systems.

Staff obtained a quote via the National Purchasing Partners (NPP) cooperative in which the City of Gardena is a member (NPPGov member ID# M-5718724). NPP serves public and nonprofit markets as a cooperative purchasing organization providing access to contracts created through a Request for Proposals (RFP) process conducted by a Lead Public Agency. The competitive solicitations offered through NPP meet or exceed local requirements, including the City of Gardena's. This allows vendors an opportunity to compete with their lowest bids and enables municipalities to obtain the overall best price for their procurement. The cooperative purchasing agreement for this purchase is a Master Price Agreement between League of Oregon Cities and Axon (Contract Number PS20270) who then extended its terms to other members of NPP. The NPP contract has also been used by agencies across the country for the purchase of ECDs with AXON Enterprise, Inc. Specifically, in California, this cooperative has been used by Sacramento, Oceanside, La Mesa, and Santa Clara Police Departments, along with the San Diego County Sheriff's Department.

The purchase of ninety (90) ECDs will replace the current issued model of ECDs that are at their end of life due to age, wear, and outdated technologies. Staff recommends a bundled package names "T7 Cert." With this bundled package, the Police Department will obtain the following:

- 90 complete ECD setups (ECD & Holster)
- Rechargeable/Network data batteries
- Extended Warranties
- Training Cartridges to keep the officers proficient
- Unlimited Duty Cartridges
- Battery Docks/Network access to AXON body worn video and FLEET 3 dashcam in our police vehicles.

With this inclusive, bundled package, the City will save \$78,303.46 over the course of five years.

The ECDs that are being replaced will be disposed of at the discretion of the Chief of Police.

**FINANCIAL IMPACT/COST:**

This contract includes a one-time cost of \$2,262.00 for a two-day "Train the Trainer" instructor

course and 10.25% state sales tax (\$30,137.40)

Year 1: \$70,824.93 + \$2,262.00 (One-time, two-day instructor course)

Year 2: \$70,824.85

Year 3: \$70,824.85

Year 4: \$70,824.85

Year 5: \$70,824.85

The five-year ECD program will have a total cost not to exceed \$356,386.33.

The purchase of this equipment will come from the COPS Grant Account (Account Code: 037-035-055-0306).

**ATTACHMENTS:**

[Gardena-Axon Agreement](#)

[League of Oregon Cities RFP](#)

[NPP Agreement - LOC and AXON](#)

[Contract Amendment 8 AXON](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

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Clint Osorio, City Manager



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-381647-44753.818TR**

Issued: 07/11/2022

Quote Expiration: 08/31/2022

Estimated Contract Start Date: 09/01/2022

Account Number: 106831

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-1718 W 162nd St 1718 W 162nd St Gardena, CA 90247-3732 USA	Gardena Police Dept. - CA 1718 W 162nd St Gardena, CA 90247-3732 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tom Richardson Phone: +1 3012045323 Email: trichardson@taser.com Fax:	Elizabeth Hernandez Phone: (310) 217-9600 Email: ehernandez@cityofgardena.org Fax: (310) 217-9638

## Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$326,248.93</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$356,386.33</b>

## Discount Summary

Average Savings Per Year	\$15,660.69
<b>TOTAL SAVINGS</b>	<b>\$78,303.46</b>

## Payment Summary

Date	Subtotal	Tax	Total
Aug 2022	\$64,797.45	\$6,027.48	\$70,824.93
Sep 2022	\$2,262.00	\$0.00	\$2,262.00
Aug 2023	\$64,797.37	\$6,027.48	\$70,824.85
Aug 2024	\$64,797.37	\$6,027.48	\$70,824.85
Aug 2025	\$64,797.37	\$6,027.48	\$70,824.85
Aug 2026	\$64,797.37	\$6,027.48	\$70,824.85
<b>Total</b>	<b>\$326,248.93</b>	<b>\$30,137.40</b>	<b>\$356,386.33</b>



Quote List Price:

\$404,552.39

Quote Subtotal:

\$326,248.93

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
<b>2021 Taser 7 Certification Bundle</b>								
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		85	\$84.24	\$68.87	\$5,853.95	\$600.05	\$6,454.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		5	\$84.24	\$68.87	\$344.35	\$35.30	\$379.65
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	49m	1	\$322.42	\$263.60	\$263.60	\$27.05	\$290.65
80374	EXT WARRANTY, TASER 7 BATTERY PACK	49m	108	\$21.56	\$17.63	\$1,904.04	\$195.15	\$2,099.19
80395	EXT WARRANTY, TASER 7 HANDLE	49m	3	\$322.42	\$263.60	\$790.80	\$81.05	\$871.85
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		2	\$789.75	\$645.68	\$1,291.36	\$132.40	\$1,423.76
20248	TASER 7 EVIDENCE.COM LICENSE	60m	90	\$300.00	\$245.27	\$22,074.30	\$0.00	\$22,074.30
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		270	\$38.95	\$31.84	\$8,596.80	\$881.15	\$9,477.95
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		270	\$38.95	\$31.84	\$8,596.80	\$881.15	\$9,477.95
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		90	\$1,810.00	\$1,479.80	\$133,182.00	\$13,651.15	\$146,833.15
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	\$50.23	\$41.07	\$2,053.50	\$210.50	\$2,264.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	\$50.23	\$41.07	\$2,053.50	\$210.50	\$2,264.00
20248	TASER 7 EVIDENCE.COM LICENSE	60m	1	\$300.00	\$245.27	\$245.27	\$0.00	\$245.27
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		2	\$157.95	\$129.14	\$258.28	\$26.45	\$284.73
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		3	\$1,810.00	\$1,479.80	\$4,439.40	\$455.05	\$4,894.45
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		2	\$78.98	\$64.57	\$129.14	\$13.20	\$142.34
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
20018	TASER 7 BATTERY PACK, TACTICAL		108	\$90.56	\$74.04	\$7,996.32	\$819.60	\$8,815.92
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	\$1,495.00	\$1,222.27	\$1,222.27	\$0.00	\$1,222.27
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	\$1,495.00	\$1,222.27	\$1,222.27	\$0.00	\$1,222.27

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	\$1,495.00	\$1,222.27	\$1,222.27	\$0.00	\$1,222.27
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	\$1,495.00	\$1,222.27	\$1,222.27	\$0.00	\$1,222.27
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	\$1,495.00	\$1,222.27	\$1,222.27	\$0.00	\$1,222.27
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		180	\$38.95	\$31.84	\$5,731.20	\$587.45	\$6,318.65
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	\$375.00	\$306.59	\$306.59	\$0.00	\$306.59
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	\$375.00	\$306.59	\$306.59	\$0.00	\$306.59
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	\$375.00	\$306.59	\$306.59	\$0.00	\$306.59
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	\$375.00	\$306.59	\$306.59	\$0.00	\$306.59
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	\$375.00	\$306.59	\$306.59	\$0.00	\$306.59
74200	TASER 7 6-BAY DOCK AND CORE		1	\$1,500.00	\$1,226.36	\$1,226.36	\$125.70	\$1,352.06
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	\$43.90	\$35.89	\$35.89	\$3.70	\$39.59
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	\$10.45	\$8.57	\$8.57	\$0.90	\$9.47
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	60m	90	\$150.00	\$122.64	\$11,037.60	\$1,131.35	\$12,168.95
80395	EXT WARRANTY, TASER 7 HANDLE	49m	90	\$322.42	\$263.60	\$23,724.00	\$2,431.70	\$26,155.70
<b>2021 T7 Dock</b>								
74200	TASER 7 6-BAY DOCK AND CORE		2	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	\$43.90	\$0.00	\$0.00	\$0.00	\$0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	49m	2	\$322.42	\$0.00	\$0.00	\$0.00	\$0.00
<b>Individual Items</b>								
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE		1	\$4,524.00	\$2,262.00	\$2,262.00	\$0.00	\$2,262.00
<b>Total</b>						<b>\$326,248.93</b>	<b>\$30,137.40</b>	<b>\$356,386.33</b>



## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 T7 Dock	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	08/01/2022
2021 T7 Dock	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	08/01/2022
2021 T7 Dock	74200	TASER 7 6-BAY DOCK AND CORE	2	08/01/2022
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	90	08/01/2022
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	08/01/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	108	08/01/2022
2021 Taser 7 Certification Bundle	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	08/01/2022
2021 Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	85	08/01/2022
2021 Taser 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	5	08/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	270	08/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	08/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	270	08/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	08/01/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	180	08/01/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	180	08/01/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	08/01/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	08/01/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	08/01/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	08/01/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	08/01/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	08/01/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	08/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	08/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	08/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	08/01/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	08/01/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	180	08/01/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	180	08/01/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	08/01/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	08/01/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	08/01/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	08/01/2026

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	90	09/01/2022	08/31/2027
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	09/01/2022	08/31/2027

### Services

Bundle	Item	Description	QTY
2021 Taser 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1



## Services

Bundle	Item	Description	QTY
2021 Taser 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Taser 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Taser 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Taser 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Taser 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Taser 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 T7 Dock	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	08/01/2023	08/31/2027
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	108	08/01/2023	08/31/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	90	08/01/2023	08/31/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	3	08/01/2023	08/31/2027
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	08/01/2023	08/31/2027

## Payment Details

Aug 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	90	\$26,636.40	\$2,730.23	\$29,366.63
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	\$887.88	\$91.01	\$978.89
Year 1	20018	TASER 7 BATTERY PACK, TACTICAL	108	\$1,599.28	\$163.92	\$1,763.20
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	\$258.28	\$26.48	\$284.76
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.47	\$0.00	\$244.47
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.47	\$0.00	\$244.47
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.47	\$0.00	\$244.47
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.47	\$0.00	\$244.47
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.47	\$0.00	\$244.47
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.31	\$0.00	\$61.31
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.31	\$0.00	\$61.31
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.31	\$0.00	\$61.31
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.31	\$0.00	\$61.31
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.31	\$0.00	\$61.31
Year 1	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	85	\$1,170.79	\$120.01	\$1,290.80
Year 1	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	5	\$68.87	\$7.06	\$75.93
Year 1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	90	\$2,207.52	\$226.27	\$2,433.79
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	90	\$4,414.86	\$0.00	\$4,414.86
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$49.07	\$0.00	\$49.07
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	270	\$1,719.36	\$176.23	\$1,895.59
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	270	\$1,719.36	\$176.23	\$1,895.59
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$410.70	\$42.10	\$452.80
Year 1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$410.70	\$42.10	\$452.80
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$7.17	\$0.74	\$7.91
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	\$0.00	\$0.00	\$0.00
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.73	\$0.18	\$1.91
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 1	74200	TASER 7 6-BAY DOCK AND CORE	1	\$245.28	\$25.14	\$270.42
Year 1	74200	TASER 7 6-BAY DOCK AND CORE	2	\$0.00	\$0.00	\$0.00



**Aug 2022**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	\$51.64	\$5.29	\$56.93
Year 1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	\$25.82	\$2.64	\$28.46
Year 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	108	\$380.80	\$39.03	\$419.83
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	90	\$4,744.80	\$486.34	\$5,231.14
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	3	\$158.16	\$16.21	\$174.37
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$52.72	\$5.41	\$58.13
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$64,797.45</b>	<b>\$6,027.48</b>	<b>\$70,824.93</b>

**Sep 2022**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$2,262.00	\$0.00	\$2,262.00
<b>Total</b>				<b>\$2,262.00</b>	<b>\$0.00</b>	<b>\$2,262.00</b>

**Aug 2023**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	90	\$26,636.40	\$2,730.23	\$29,366.63
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	\$887.88	\$91.01	\$978.89
Year 2	20018	TASER 7 BATTERY PACK, TACTICAL	108	\$1,599.26	\$163.92	\$1,763.18
Year 2	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	\$258.27	\$26.48	\$284.75
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 2	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	85	\$1,170.79	\$120.01	\$1,290.80
Year 2	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	5	\$68.87	\$7.06	\$75.93
Year 2	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	90	\$2,207.52	\$226.27	\$2,433.79
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	90	\$4,414.86	\$0.00	\$4,414.86
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$49.05	\$0.00	\$49.05
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	270	\$1,719.36	\$176.23	\$1,895.59
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	270	\$1,719.36	\$176.23	\$1,895.59
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73



**Aug 2023**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 2	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$410.70	\$42.10	\$452.80
Year 2	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$410.70	\$42.10	\$452.80
Year 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$7.18	\$0.74	\$7.92
Year 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	\$0.00	\$0.00	\$0.00
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.71	\$0.18	\$1.89
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 2	74200	TASER 7 6-BAY DOCK AND CORE	1	\$245.27	\$25.14	\$270.41
Year 2	74200	TASER 7 6-BAY DOCK AND CORE	2	\$0.00	\$0.00	\$0.00
Year 2	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	\$51.66	\$5.29	\$56.95
Year 2	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	\$25.83	\$2.64	\$28.47
Year 2	80374	EXT WARRANTY, TASER 7 BATTERY PACK	108	\$380.81	\$39.03	\$419.84
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	90	\$4,744.80	\$486.34	\$5,231.14
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	3	\$158.16	\$16.21	\$174.37
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$52.72	\$5.41	\$58.13
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$64,797.37</b>	<b>\$6,027.48</b>	<b>\$70,824.85</b>

**Aug 2024**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	90	\$26,636.40	\$2,730.23	\$29,366.63
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	\$887.88	\$91.01	\$978.89
Year 3	20018	TASER 7 BATTERY PACK, TACTICAL	108	\$1,599.26	\$163.92	\$1,763.18
Year 3	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	\$258.27	\$26.48	\$284.75
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 3	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	85	\$1,170.79	\$120.01	\$1,290.80
Year 3	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	5	\$68.87	\$7.06	\$75.93
Year 3	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	90	\$2,207.52	\$226.27	\$2,433.79
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	90	\$4,414.86	\$0.00	\$4,414.86
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$49.05	\$0.00	\$49.05
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	270	\$1,719.36	\$176.23	\$1,895.59
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73



**Aug 2024**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	270	\$1,719.36	\$176.23	\$1,895.59
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 3	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$410.70	\$42.10	\$452.80
Year 3	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$410.70	\$42.10	\$452.80
Year 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$7.18	\$0.74	\$7.92
Year 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	\$0.00	\$0.00	\$0.00
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.71	\$0.18	\$1.89
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 3	74200	TASER 7 6-BAY DOCK AND CORE	1	\$245.27	\$25.14	\$270.41
Year 3	74200	TASER 7 6-BAY DOCK AND CORE	2	\$0.00	\$0.00	\$0.00
Year 3	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	\$51.66	\$5.29	\$56.95
Year 3	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	\$25.83	\$2.64	\$28.47
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	108	\$380.81	\$39.03	\$419.84
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	90	\$4,744.80	\$486.34	\$5,231.14
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	3	\$158.16	\$16.21	\$174.37
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$52.72	\$5.41	\$58.13
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$64,797.37</b>	<b>\$6,027.48</b>	<b>\$70,824.85</b>

**Aug 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	90	\$26,636.40	\$2,730.23	\$29,366.63
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	\$887.88	\$91.01	\$978.89
Year 4	20018	TASER 7 BATTERY PACK, TACTICAL	108	\$1,599.26	\$163.92	\$1,763.18
Year 4	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	\$258.27	\$26.48	\$284.75
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
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Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$244.45	\$0.00	\$244.45
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
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**Aug 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$61.32	\$0.00	\$61.32
Year 4	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	85	\$1,170.79	\$120.01	\$1,290.80
Year 4	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	5	\$68.87	\$7.06	\$75.93
Year 4	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	90	\$2,207.52	\$226.27	\$2,433.79
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	90	\$4,414.86	\$0.00	\$4,414.86
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$49.05	\$0.00	\$49.05
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	270	\$1,719.36	\$176.23	\$1,895.59
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
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Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	270	\$1,719.36	\$176.23	\$1,895.59
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	180	\$1,146.24	\$117.49	\$1,263.73
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Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	180	\$1,146.24	\$117.49	\$1,263.73
Year 4	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$410.70	\$42.10	\$452.80
Year 4	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$410.70	\$42.10	\$452.80
Year 4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$7.18	\$0.74	\$7.92
Year 4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	\$0.00	\$0.00	\$0.00
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.71	\$0.18	\$1.89
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 4	74200	TASER 7 6-BAY DOCK AND CORE	1	\$245.27	\$25.14	\$270.41
Year 4	74200	TASER 7 6-BAY DOCK AND CORE	2	\$0.00	\$0.00	\$0.00
Year 4	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	\$51.66	\$5.29	\$56.95
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**Aug 2026**

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<b>Total</b>				<b>\$64,797.37</b>	<b>\$6,027.48</b>	<b>\$70,824.85</b>





**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract League of Oregon Cities (fka NPP) Contract No. PS20270 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

7/11/2022



By: James Zito  
Interim CFO  
Axon Enterprise, Inc

A handwritten signature in black ink, appearing to be 'JZ', written over a horizontal line.

Date Signed

7/14/22

**CITY OF GARDENA**  
**Signature Page 2**

ATTEST:

APPROVED AS TO FORM:

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MINA SEMENZA  
City Clerk



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CARMEN VASQUEZ  
City Attorney

# **NOTICE OF SOLICITATION**

## **LEAGUE OF OREGON CITIES**

**RFP NUMBER 2010**

### **SOLICITATION FOR: LAW ENFORCEMENT EQUIPMENT**

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **LAW ENFORCEMENT EQUIPMENT** at the address listed below, until **5:00 PM PST on March 9th, 2020**. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

**Mailing Address:**

**LOC PUBLIC "LAW ENFORCEMENT EQUIPMENT RFP" #2010  
LEAGUE OF OREGON CITIES  
c/o Procurement Specialist  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

**All Proposals must clearly state RFP #2010 and Proposing company's full name on the OUTERMOST packaging.**

**NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.**

**INQUIRIES:**

**LOC "LAW ENFORCEMENT EQUIPMENT RFP" #2010  
LEAGUE OF OREGON CITIES  
c/o Procurement Specialist  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

**[rfp@orcities.org](mailto:rfp@orcities.org)**

The solicitation documents may be reviewed at the office address listed above.

**NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY**

## **IMPORTANT**

### **PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL**

#### SOLICITATIONS FOR: **LAW ENFORCEMENT EQUIPMENT**

##### **1.0 INTENT:**

###### **1.1 GENERAL INTENT**

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for LAW ENFORCEMENT EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering LAW ENFORCEMENT EQUIPMENT to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for LAW ENFORCEMENT EQUIPMENT for use by government agencies nationwide.

***This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.***

###### **1.2 POTENTIAL MARKET**

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies

in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

### 1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a

separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

#### 1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

#### 1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

#### 1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

#### 1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

#### 1.8 QUALIFIED REHABILITATION FACILITIES

*Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information.*

## 2.0 SCOPE OF WORK:

### 2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating

Agencies.

#### 2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

#### 2.1.2 **PROPOSERS MUST COMPLETE “ATTACHMENT B” – PROPOSER PROFILE WORKBOOK”.**

### 2.2 PRODUCTS AND SERVICES:

- 2.2.1 Provide a description of the LAW ENFORCEMENT EQUIPMENT offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)’s entire catalog of products and services (“catalog discount”) that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor’s Proposal.
- 2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

### 2.3 PRICING:

- 2.3.1 Pricing for the products and services may be based on “ATTACHMENT D” - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer’s catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

**Option (A) is preferred.** If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option “B”, proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the



## Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

## 2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

## 3.0 **SPECIAL TERMS & CONDITIONS:**

### 3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

### 3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

### 3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

#### 3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

#### 3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a

company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

### 3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

## 4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

### 4.1 SCHEDULE OF EVENTS

#### 4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

**Solicitation Notice Publication : January 6th, 2020**

#### 4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 2010, Contract Manager, at [rfp@orcities.org](mailto:rfp@orcities.org). The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at [www.orcities.org](http://www.orcities.org).

#### 4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Mike Cully, 1201 Court St. NE, Suite 200, Salem, OR 97301 or [rfp@orcities.org](mailto:rfp@orcities.org).

Close date: Deadline for submission of proposals is **5:00 PM PST, on March 9th, 2020**. The LOC must receive all proposals before **5:00 PM PST** on the above closing date in the office of the LEAGUE OF OREGON CITIES, c/o Mike Cully, Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

**Approximate opening date: 9:00 AM PST on March 10<sup>th</sup>, 2020** at the office of the LEAGUE OF OREGON CITIES, c/o Mike Cully, 1201 Court St. NE, Suite 200, Salem, OR 97301.

**Proposal selection: March 10<sup>th</sup>, 2020 to March 31st, 2020.**

**Approximate award date: April 14th, 2020.**

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

#### 4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

#### 4.2 REVIEW, INQUIRIES AND NOTICES:

##### 4.2.1 **The solicitation documents may be reviewed in person at the following address:**

**LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

**All inquiries concerning information herein shall be addressed to:**

**LEAGUE OF OREGON CITIES  
c/o Procurement Specialist  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

**Administrative telephone inquiries shall be addressed to:**

**Procurement Specialist**

Email inquiries shall be addressed to: [rfp@orcities.org](mailto:rfp@orcities.org)

**Inquiries are required to be submitted by email to the Administrative Contact listed above.**  
**No oral communication is binding on the LOC.**

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

**LEAGUE OF OREGON CITIES**  
**c/o Procurement Specialist**  
**1201 Court St. NE**  
**Suite 200**  
**Salem, OR 97301**

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

**LOC "LAW ENFORCEMENT EQUIPMENT RFP" #2010**  
**LEAGUE OF OREGON CITIES**  
**c/o Procurement Specialist, Contract Manager**  
**1201 Court St. NE**  
**Suite 200**  
**Salem, OR 97301**

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these

exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 2010." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 2010." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

#### 4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 2010.
- 4.5.7 PRICING SCHEDULE ("ATTACHMENT D").
- 4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

## 5.0 **EVALUATION AND POST SUBMISSION**

### 5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance

At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;

5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;

5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

#### 5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

#### 5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

#### 5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Typed: \_\_\_\_\_ Title: \_\_\_\_\_

Proposer is a resident bidder of the state of \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A**

### **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)



## ATTACHMENT B

### Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

#### 1.0 GENERAL QUESTIONS:

*Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.*

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with **national** vendors. Indicate “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?  
Yes                      No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?  
Yes                      No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?  
Yes                      No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?  
Yes                      No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?  
Yes                      No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?  
Yes                      No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address  
Contact name, phone and **email**  
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

## 2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

## 3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES <input type="checkbox"/>	NO <input type="checkbox"/>
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]	
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]	
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]	
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes                      No                      [Circle one]	
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.	

#### 4.0      **MARKETING:**

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

## 5.0 POINT OF CONTACT:

**Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:**

<b>Contact Person:</b>		<b>Title:</b>	
<b>Mailing Address:</b>			
<b>City:</b>		<b>State &amp; Zip:</b>	
<b>Email Address:</b>			
<b>Phone #:</b>		<b>Fax #:</b>	
Attach current resume of National Account Manager that will be the POC managing this contract.			

## 6.0 CUSTOMER SUPPORT SERVICES:

**Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):**

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						

6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
6.15 Electronic billing. [Insert response in box below]						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
6.17 Other services not already covered. [Insert response in box below]						

**7.0 DELIVERY AND FREIGHT CHARGES:**

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

**8.0 VENDOR TERMS AND CONDITIONS.**

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase?      Yes      No      [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

**9.0 WARRANTY INFORMATION:**

9.1 Identify warranty options, if applicable. [Insert response in box below]

## Exhibit 1

### LAW ENFORCEMENT EQUIPMENT Coverage

#### RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			



**THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE**

## **Exhibit 2**

### **Declaration of Non-Collusion**

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

# ATTACHMENT C

## SPECIFICATIONS

### LAW ENFORCEMENT EQUIPMENT

These specifications are intended to cover the complete range of LAW ENFORCEMENT EQUIPMENT. Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

**NOTE: Proposers are not required to respond to all categories.** Proposals will only be evaluated based on the categories to which they respond.

Law Enforcement Equipment including but not limited to:

- 1) Equipment
  - a) Body Armor
    - i) Wearable body armor and body armor systems (including ballistic helmets) designed to meet U.S. National Institute of Justice (NIJ) Ballistic Resistance of Body Armor standard 0101.06 Types IIA, II, IIIA, III and IV.
  - b) Protective Gear
    - i) Gloves, eye protection, hearing protection, riot gear, shields, body pads, related accessories, etc.
  - c) Restraints
    - i) Straps, handcuffs, leg irons, related accessories, etc.
  - d) Less Lethal Equipment
    - i) Defense sprays, munitions, batons, stun guns, tasers, related accessories, etc.
  - e) Surveillance Equipment
    - i) Surveillance cameras, binoculars, night vision, thermal imagers, tactical (pole, under the door, through the wall), scopes, tripods, mounts, related accessories, etc.
  - f) Bike Patrol Equipment
    - i) Patrol bikes, bags, parts, covers, headwear, saddles, cases, racks, mounts, helmets, lights, related accessories, etc.
  - g) Investigations and Evidence Equipment
    - i) Drug and alcohol tests, forensic equipment, evidence collection and storage, police tape, scene lighting, breathalyzers, related accessories, etc.
  - h) Tactical Equipment
    - i) Entry tools, ballistic shields/ballistic blankets, flashlights, rope, rigging, rappelling/climbing gear, related accessories, etc.
  - i) Communications Equipment
    - i) Radios, GPS devices, megaphones, earpieces, headphones, microphones, headsets, related

accessories, etc.

- j) Traffic Safety and Control
  - i) Cones, hi-viz equipment, flares, barrier tape, traffic vests, gloves, traffic flashlights, measuring wheels, beacons, spike strips, wheel immobilizers, related accessories, etc.
- k) Training and Safety Equipment
  - i) Weapon replicas, training weapons, training handcuffs, training bags, field guides, related accessories, etc.
- l) Vehicle Equipment
  - i) Speakers, sirens, flashers, mounts, lights, bumpers, handheld radar, locks, gun racks, partitions, trays, video systems, related accessories, etc.
- 2) Uniforms and Accessories
  - a) Duty gear
    - i) Duty belts, pouches, holsters, boots, shoes, related accessories, etc.
  - b) Uniforms
  - c) Badges and Identification
    - i) Emblems, insignias, name strips, badge holders, nametags, wallets, buttons, pins, ID holders, related accessories, etc.
  - d) Concealment and plainclothes gear
  - e) Eyewear
  - f) Bags
- 3) Weapons and Ammunition
  - a) Firearms
  - b) Firearm accessories
    - i) Racks, safes, related accessories, etc.
  - c) Ammunition and Training Ammunition
  - d) Shooting Range Gear
    - i) Hearing protectors, shooting glasses, targets, earplugs, magazine loaders, related accessories, etc.
  - e) Knives
  - f) Tools
    - i) Wedges, entry tools, saws, bolt cutters, related accessories, etc.
- 4) Other
  - a) Other law enforcement equipment, related equipment and accessories not included in other categories.

## ATTACHMENT D

### PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the “Requirements” Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

#### EXAMPLE

LAW ENFORCEMENT EQUIPMENT	
Product Category	Percentage (%) off List Price* ( <i><b>OR</b></i> fixed price if % off pricing is not available)
1) Equipment a) Body Armor b) Protective Gear c) Restraints d) Less Lethal Equipment e) Surveillance Equipment f) Bike Patrol Equipment g) Investigations and Evidence Equipment h) Tactical Equipment i) Communications Equipment j) Traffic Safety and Control k) Training and Safety Equipment l) Vehicle Equipment	
2) Uniforms and Accessories a) Duty gear b) Uniforms c) Badges and Identification d) Concealment and plainclothes gear e) Eyewear f) Bags	
3) Weapons and Ammunition a) Firearms b) Firearm accessories c) Ammunition and Training Ammunition d) Shooting Range Gear e) Knives f) Tools	
4) Other	

**Options**

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

**Miscellaneous**

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

## ATTACHMENT E

### PROPOSAL EVALUATION FORM

**Proposals will be evaluated using a two-step process.**

**The first step** evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

**The second step** of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

#### **STEP 1**

**Proposal Responsiveness**

Component	YES	NO	
Submitted on time			
Company name and RFP number on outermost packaging			
Completed Proposer Profile Workbook (PPW)			
Included pricing structure			
Included references			
Proposal signed			
Deemed Fully Responsive	YES	NO	
Categorized as Local, Regional or National	Local	Regional	National

# Proposal Evaluation Form

## **STEP 2**

### **Full Evaluation of Proposal**

#### Point Value Definitions

- (5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
- (4) Met Requirements - Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25			Comments:
<u>Product Line (Score only categories proposed):</u> Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15			Comments:
<u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15			Comments
<u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 &amp; 2.4 and Section 6.0.</i>	15			Comments:



<u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15			Comments:
<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5			Comments:
<b><u>TOTAL</u></b>	100			General Comments:

Name of Evaluator \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT F

### OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

**ATTACHMENT G**  
**WIPHE RESPONSE FORM**

**THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE**

**Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:**

\_\_\_\_\_ **DOES NOT** agree to sell to WIPHE Institutions.

\_\_\_\_\_ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

***Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:***

**Washington Institutions of Public Higher Education (WIPHE).** See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

**Washington Institutions of Public Higher Education (WIPHE)**

**FOUR-YEAR UNIVERSITIES**

CENTRAL WASHINGTON UNIVERSITY  
EASTERN WASHINGTON UNIVERSITY  
THE EVERGREEN STATE COLLEGE  
UNIVERSITY OF WASHINGTON  
WASHINGTON STATE UNIVERSITY  
WESTERN WASHINGTON UNIVERSITY

**COMMUNITY AND TECHNICAL COLLEGES:**

BATES TECHNICAL COLLEGE  
BELLEVUE COMMUNITY COLLEGE  
BELLINGHAM TECHNICAL COLLEGE  
BIG BEND COMMUNITY COLLEGE  
CASCADE COMMUNITY COLLEGE  
CASCADIA COLLEGE  
CENTRALIA COLLEGE  
CLARK COLLEGE  
CLOVER PARK TECHNICAL COLLEGE  
COLUMBIA BASIN COLLEGE  
EDMONDS COMMUNITY COLLEGE  
EVERETT COMMUNITY COLLEGE  
GRAYS HARBOR COLLEGE  
GREEN RIVER COMMUNITY COLLEGE  
HIGHLINE COMMUNITY COLLEGE  
LAKE WASHINGTON TECHNICAL COLLEGE  
LOWER COLUMBIA COLLEGE  
OLYMPIC COLLEGE  
PENINSULA COLLEGE  
PIERCE COLLEGE  
RENTON TECHNICAL COLLEGE  
SEATTLE CENTRAL COMMUNITY COLLEGES  
SHORELINE COMMUNITY COLLEGE  
SKAGIT VALLEY COLLEGE  
SOUTH PUGET SOUND COMMUNITY COLLEGE  
SPOKANE COMMUNITY COLLEGES  
STATE BOARD FOR TECHNICAL & COMMUNITY  
COLLEGES  
WENATCHEE VALLEY COLLEGE  
YAKIMA VALLEY COMMUNITY COLLEGE  
WHATCOM COMMUNITY COLLEGE

**Miscellaneous local agencies within Washington State\***

ADAMS COUNTY  
PUYALLUP SCHOOL DIST 3  
KITSAP COUNTY  
FIFE SCHOOL DIST 417  
RIVERVIEW SCHOOL DIST 407  
GONZAGA UNIVERSITY  
PLANNED PARENTHOOD OF WESTERN  
WASHINGTON  
SNOHOMISH COUNTY  
MASON COUNTY  
FEDERAL WAY SCHOOL DIST  
SPOKANE COUNTY  
ISSAQUAH SCHOOL DIST 411  
ADAMS COUNTY FIRE DISTRICT  
ADAMS COUNTY HEALTH DISTRICT  
AFFILIATED HEALTH SERVICES  
ALDERWOOD WATER DISTRICT  
ANACORTES PORT OF  
ANACORTES SCHOOL DISTRICT 103  
ANNAPOLIS WATER DISTRICT  
ASOTIN COUNTY  
AUBURN SCHOOL DISTRICT 408  
BAINBRIDGE IS SCHOOL DISTRICT 303  
BAINBRIDGE ISLAND FIRE DEPARTMENT  
BAINBRIDGE ISLAND PARKS  
BATTLE GROUND SCHOOL DISTRICT 119  
BELLEVUE SCHOOL DISTRICT 405  
BELLINGHAM PORT OF  
BELLINGHAM SCHOOL DISTRICT 501  
BENTON COUNTY  
BENTON COUNTY FIRE DISTRICT  
BENTON COUNTY PUD  
BENTON FRANKLIN COUNTY  
BENTON FRANKLIN PRIVTE INDUST CNCL  
BENTON PORT OF  
BETHEL SCHOOL DISTRICT 403  
BIG BROTHERS BIG SISTERS OF KING CO  
BIRCH BAY WATER & SEWER DISTRICT  
BLANCHET SCHOOL DISTRICT  
BREMERTON KITSAP CO HEALTH DISTRICT  
BREMERTON PORT OF  
BREMERTON SCHOOL DISTRICT 100  
BURLINGTON EDISON SCHOOL DIST 100  
CANCER RESEARCH AND BOISTATISTICS  
CASCADE BLUE MT FD SHR  
CASCADE IRRIGATION DISTRICT  
CASHMERE SCHOOL DISTRICT 222  
CATHOLIC COMM SVCS OF KING CO  
CENTRAL KITSAP SCHOOL DISTRICT 401  
CENTRAL WAS COMP MENTAL HEALTH  
CENTRALIA SCHOOL DISTRICT 40  
CHEHALIS SCHOOL DISTRICT 302  
CHELAN COUNTY  
CHELAN COUNTY COMMUNITY HOSPITAL  
CHELAN COUNTY FIRE DISTRICT

CHELAN COUNTY PUD 1  
CHELAN DOUGLAS COUNTY HEALTH DIST  
CHENEY CARE CENTER  
CHILD CARE RESOURCE & REFERRAL  
CHILDRENS THERAPY CENTER  
CHIMACUM SCHOOL DISTRICT 49  
CLALLAM COUNTY  
CLALLAM COUNTY FIRE DISTRICT  
CLALLAM COUNTY HOSPITAL DISTRICT  
CLALLAM COUNTY PUD  
CLARK COUNTY  
CLARK COUNTY FIRE DISTRICT  
CLARK COUNTY PUD  
CLE ELUM-ROSLYN SCHOOL DISTRICT 404  
CLOVER PARK SCHOOL DISTRICT 400  
CNTRL WHIDBEY FIRE & RESCUE  
COAL CREEK UTILITY DISTRICT  
COALITION AGAINST DOMESTIC VIOLENCE  
COLUMBIA COUNTY  
COLUMBIA IRRIGATION DISTRICT  
COLUMBIA MOSQUITO CONTROL DISTRICT  
COMMUNITY CHRISTIAN ACADEMY  
COMMUNITY PSYCHIATRIC CLINIC  
COMMUNITY TRANSIT  
CONFEDERATED TRIBES OF CHEHALIS  
CONSOLIDATED DIKING IMPROVEMENT DIST  
CONSOLIDATED IRRIGATION  
COWLITZ COUNTY  
COWLITZ COUNTY FIRE DISTRICT  
COWLITZ COUNTY PUD  
CROSS VALLEY WATER DISTRICT  
DAYTON SCHOOL DISTRICT 2  
DOUGLAS COUNTY  
DOUGLAS COUNTY FIRE DISTRICT  
DOUGLAS COUNTY PUD  
DRUG ABUSE PREVENTION CENTER  
E COLUMBIA BASIN IRRIGATION DIST  
EAST WENATCHEE WATER  
EATONVILLE SCHOOL DIST 404  
EDMONDS SCHOOL DISTRICT 15  
EDUCATIONAL SERVICE DIST 114  
EDUCATIONAL SERVICE DISTRICT 113  
ELLENSBURG SCHOOL DIST 401  
ENUMCLAW SCHOOL DIST  
EVERETT PORT OF  
EVERETT PUBLIC FACILITIES DIST  
EVERGREEN MANOR INC  
EVERGREEN SCHOOL DIST 114  
FEDERAL WAY FD  
FERRY COUNTY  
FERRY COUNTY PUBLIC HOSPITAL  
FERRY OKAHOGAN FPD  
FOSS WATERWAY DEVELOPMENT AUTHORITY  
FRANKLIN COUNTY  
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402  
FRIDAY HARBOR PORT OF  
GARDENA FARMS IRRIGATION DIST 13  
GARFIELD COUNTY  
GRAND COULEE PROJECT  
GRANDVIEW SCHOOL DIST 116/200  
GRANITE FALLS SCHOOL DIST 332  
GRANT COUNTY  
GRANT COUNTY HEALTH DIST  
GRANT COUNTY PUD  
GRAYS HARBOR COUNTY  
GRAYS HARBOR COUNTY FIRE DIST  
GRAYS HARBOR COUNTY PUD # 1  
GRAYS HARBOR PORT OF  
GRAYS HARBOR PUB DEV AUTH  
GRAYS HARBOR TRANSIT  
GRIFFIN SCHOOL DIST 324  
HARBORVIEW MEDICAL CENTER  
HAZEL DELL SEWER DIST  
HEALTHY MOTHERS HEALTHY BABIES COAL  
HIGHLINE SCHOOL DIST 401  
HIGHLINE WATER DIST  
HOMESIGHT  
HOPELINK  
HOQUIAM SCHOOL DIST 28  
HOUSING AUTHORITY OF PORTLAND  
ILWACO PORT OF  
INCHELIUM SCHOOL DIST 70  
ISLAND COUNTY  
ISLAND COUNTY FIRE DIST  
JEFFERSON COUNTY  
JEFFERSON COUNTY FIRE DIST  
JEFFERSON COUNTY LIBRARY  
JEFFERSON COUNTY PUD  
JEFFERSON GENERAL HOSPITAL  
KARCHER CREEK SEWER DIST  
KELSO SCHOOL DIST 458  
KENNEWICK GENERAL HOSPITAL  
KENNEWICK SCHOOL DISTRICT 17  
KENT SCHOOL DIST 415  
KETTLE FALLS SCHOOL DIST 212  
KING COUNTY  
KING COUNTY FIRE DIST  
KING COUNTY HOUSING AUTHORITY  
KING COUNTY LIBRARY  
KING COUNTY WATER SEWER  
KINGSTON PORT OF  
KITSAP COUNTY FIRE & RESCUE  
KITSAP COUNTY LIBRARY  
KITSAP COUNTY PUD 1  
KITITITAS COUNTY  
KITITITAS COUNTY PUD  
KITITITAS COUNTY RECLAMATION DIST  
KLUCKITAT COUNTY  
KLUCKITAT COUNTY PUD  
LAKE CHELAN RECLAMATION DIST  
LAKE STEVENS SCHOOL DIST 4

LAKE WASHINGTON SCHOOL DIST 414  
LAKEHAVEN UTILITY DIST  
LAKEWOOD SCHOOL DIST 306  
LEWIS CO PUD 1  
LEWIS COUNTY  
LEWIS COUNTY FIRE DIST  
LEWIS PUBLIC TRANSPORTATION  
LIBERTY LAKE SEWER & WATER DIST  
LINCOLN COUNTY  
LINCOLN COUNTY FIRE DIST  
LONGVIEW PORT OF  
LONGVIEW SCHOOL DIST 122  
LOTT WASTEWATER ALLIANCE  
LUMMI INDIAN NATION  
MANCHESTER WATER DIST  
MARYSVILLE SCHOOL DIST 25  
MASON COUNTY FIRE DIST  
MASON COUNTY PUD  
MEAD SCHOOL DIST 354  
METRO PARK DISTRICT OF TACOMA  
MID COLUMBIA LIBRARY  
MIDWAY SEWER DISTRICT  
MONROE SCHOOL DIST 103  
MORTON SCHOOL DIST 214  
MOSES LAKE PORT OF  
MOUNT BAKER SCHOOL DIST  
MT VERNON SCHOOL DISTRICT 320  
MUKILTEO SCHOOL DIST 6  
MUKILTEO WATER DIST  
NAVAL STATION EVERETT  
NE TRI COUNTY HEALTH DIST  
NORTH CENTRAL REGIONAL LIBRARY DIST  
NORTH KITSAP SCHOOL DIST 400  
NORTH SHORE UTILITY DISTRICT  
NORTH THURSTON SCHOOL DISTRICT  
NORTHSHORE SCHOOL DIST 417  
NORTHWEST KIDNEY CTR  
NORTHWEST WORK FORCE DEVELOPMENT CO  
NW REGIONAL COUNCIL  
OAK HARBOR SCHOOL DIST 201  
OAKVILLE SCHOOL DIST 400  
OCOSTA SCHOOL DIST 172  
OKANOGAN COUNTY  
OKANOGAN COUNTY FIRE DIST  
OKANOGAN COUNTY PUD  
OKANOGAN SCHOOL DISTRICT  
OLYMPIA PORT OF  
OLYMPIA SCHOOL DISTRICT 111  
OLYMPIA THURSTON CHAMBER FOUNDATION  
OLYMPIC AREA AGENCY ON AGING  
OLYMPIC MEMORIAL HOSPITAL DIST  
OLYMPIC REGION CLEAN AIR AGENCY  
OLYMPIC VIEW WATER & SEWER DIST  
OLYMPUS TERRACE SEWER DIST  
PACIFIC COUNTY  
PACIFIC COUNTY FIRE  
PARATRANSIT SERVICES

PASCO SCHOOL DIST  
PEND OREILLE COUNTY CONSERV DIST  
PEND OREILLE COUNTY PUB HOSP DIST  
PEND OREILLE COUNTY PUD  
PENINSULA SCHOOL DISTRICT 401  
PERRY TECHNICAL INSTITUTE  
PIERCE COUNTY  
PIERCE COUNTY FIRE DIST  
PORT ANGELES PORT OF  
PORT ANGELES SCHOOL DISTRICT 121  
PRESCOTT SCHOOL DIST  
PUGET SOUND CLEAN AIR AGENCY  
PUGET SOUND SCHOOL DIST  
QUINCY COLUMBIA BASIN IRRIG DIST  
RICHLAND SCHOOL DIST 400  
S KITSAP SCHOOL DISTRICT 402  
S SNOHOMISH CO PUBLIC FAC DIST  
SAFEPLACE  
SAMISH WATER DIST  
SAMMAMISH WATER AND SEWER DIST  
SAN JUAN COUNTY  
SAN JUAN COUNTY FIRE DIST  
SEA MAR COMM HEALTH CTR  
SEATTLE JEWISH PRIMARY SCHOOL  
SEATTLE PORT OF  
SEATTLE SCHOOL DIST 1  
SEATTLE UNIVERSITY  
SECOND AMENDMENT FOUNDATION  
SECOND CHANCE INC  
SENIOR OPPORTUNITY SERVICES  
SHELTON SCHOOL DISTRICT 309  
SILVERDALE WATER  
SKAGIT COUNTY  
SKAGIT COUNTY CONSERVATION DIST  
SKAGIT COUNTY FIRE DIST  
SKAGIT COUNTY ISLAND HOSPITAL  
SKAGIT COUNTY PORT OF  
SKAGIT COUNTY PUD 1  
SKAGIT TRANSIT  
SKAMANIA COUNTY  
SKOOKUM INC  
SNOHOMISH COUNTY LIBRARY  
SNOHOMISH COUNTY PUD  
SNOHOMISH HEALTH DISTRICT  
SNOHOMISH SCHOOL DISTRICT 201  
SOAP LAKE SCHOOL DISTRICT 156  
SOOS CREEK WATER AND SEWER DIST  
SOUND TRANSIT  
SOUTH COLUMBIA BASIN IRRIG DIST  
SOUTH EAST EFFECTIVE DEVELOPMENT  
SOUTH SOUND MENTAL HEALTH SERVICES  
SOUTHWEST YOUTH & FAMILY SERVICES  
SPECIAL MOBILITY SERVICES INC  
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY  
SPOKANE COUNTY FIRE DIST  
SPOKANE COUNTY LIBRARY  
SPOKANE SCHOOL DISTRICT 81

ST JOSEPH/MARQUETTE SCHOOL  
STANWOOD SCHOOL DIST 410  
STEVENS COUNTY  
STEVENS COUNTY PUD  
STILLAGUAMISH TRIBE OF INDIANS  
SUMNER SCHOOL DISTRICT 320  
SUNNYSIDE PORT OF  
SUNNYSIDE SCHOOL DISTRICT 201  
SUQUAMISH TRIBE  
SW CLEAN AIR AGENCY  
SWINOMISH TRIBE  
TACOMA DAY CHILD CARE AND PRESCHOOL  
TACOMA MUSICAL PLAYHOUSE  
TACOMA PORT OF  
TACOMA SCHOOL DISTRICT 10  
TACOMA-PIERCE CO  
TAHOMA SCHOOL DISTRICT 409  
TERRACE HEIGHTS SEWER DISTRICT  
THURSTON COMMUNITY TELEVISION  
THURSTON COUNTY  
THURSTON COUNTY CONSERVATION DIST  
THURSTON COUNTY FIRE DISTRICT  
TOPPENISH SCHOOL DISTRICT 202  
TOUCHET SD 300  
TRIUMPH TREATMENT SERVICES  
TUKWILA SCHOOL DIST 406  
TUMWATER SCHOOL DISTRICT 33  
U S DEPARTMENT OF TRANSPORTATION  
UNITED WAY OF KING COUNTY  
UNIVERSITY PLACE SCHOOL DIST  
UPPER SKAGIT INDIAN TRIBE  
VAL VUE SEWER DISTRICT  
VALLEY TRANSIT  
VALLEY WATER DISTRICT  
VANCOUVER PORT OF  
VANCOUVER SCHOOL DISTRICT 37  
VASHON ISLAND SCHOOL DISTRICT 402  
VERA IRRIGATION  
VETERANS ADMINISTRATION  
VOLUNTEERS OF AMERICA  
WA ASSOC OF SCHOOL ADMINISTRATORS  
WA ASSOC SHERIFFS & POLICE CHIEFS  
WA GOVERNMENTAL ENTITY POOL  
WA LABOR COUNCIL AFL-CIO  
WA PUBLIC PORTS ASSOCIATION  
WA RESEARCH COUNCIL  
WA ST ASSOCIATION OF COUNTIES  
WA STATE PUBLIC STADIUM AUTHORITY  
WAHIAKUM COUNTY  
WALLA WALLA COLLEGE  
WALLA WALLA COUNTY  
WALLA WALLA COUNTY FIRE DISTRICT  
WALLA WALLA PORT OF  
WALLA WALLA SD 140  
WASHINGTON ASSOCIATION  
WASHINGTON COUNTIES RISK POOL  
WASHINGTON FIRE COMMISSIONERS ASSOC



WASHINGTON HEALTH CARE ASSOCIATION  
WASHINGTON PUBLIC AFFAIRS NETWORK  
WASHINGTON STATE MIGRANT COUNCIL  
WEST VALLEY SCHOOL DISTRICT 208  
WEST VALLEY SCHOOL DISTRICT 363  
WESTERN FOUNDATION THE  
WHATCOM CONSERVATION DIST  
WHATCOM COUNTY  
WHATCOM COUNTY FIRE DISTRICT  
WHATCOM COUNTY RURAL LIBRARY DIST  
WHIDBEY GENERAL HOSPITAL  
WHITMAN COUNTY  
WHITWORTH WATER  
WILLAPA COUNSELING CENTER  
WILLAPA VALLEY SCHOOL DISTRICT 160  
WILLAPA VALLEY WATER DISTRICT  
WINLOCK SCHOOL DISTRICT 232  
WOODINVILLE FIRE & LIFE SAFETY DIST  
WOODLAND PORT OF  
YAKIMA COUNTY  
YAKIMA COUNTY FIRE DISTRICT  
YAKIMA COUNTY REGIONAL LIBRARY  
YAKIMA SCHOOL DISTRICT 7

YAKIMA VALLEY FARMWORKERS CLINIC  
YAKIMA-TIETON IRRIGATION DISTRICT  
YELM COMMUNITY SCHOOL DISTRICT  
YMCA - TACOMA PIERCE COUNTY  
YMCA OF GREATER SEATTLE

\*Washington State cities and other unnamed  
Washington State local and municipal agencies may  
also utilize the resulting Master Price Agreement;  
provided they enter into the Intergovernmental  
Cooperative Purchasing Agreement.

# ATTACHMENT H

## LOCAL GOVERNMENT UNITS BY STATE

### Oregon's Incorporated Cities

ADAIR VILLAGE	DEPOE BAY	IONE	MYRTLE CREEK	SPRAY
ADAMS	DETROIT	IRRIGON	MYRTLE POINT	SPRINGFIELD
ADRIAN	DONALD	ISLAND CITY	NEHALEM	ST HELENS
ALBANY	DRAIN	JACKSONVILLE	NEWBERG	ST PAUL
AMITY	DUFUR	JEFFERSON	NEWPORT	STANFIELD
ANTELOPE	DUNDEE	JOHN DAY	NORTH BEND	STAYTON
ARLINGTON	DUNES CITY	JOHNSON CITY	NORTH PLAINS	SUBLIMITY
ASHLAND	DURHAM	JORDAN VALLEY	NORTH POWDER	SUMMERVILLE
ASTORIA	EAGLE POINT	JOSEPH	NYSSA	SUMPTER
ATHENA	ECHO	JUNCTION CITY	OAKLAND	SUTHERLIN
AUMSVILLE	ELGIN	KEIZER	OAKRIDGE	SWEET HOME
AURORA	ELKTON	KING CITY	ONTARIO	TALENT
BAKER CITY	ENTERPRISE	KLAMATH FALLS	OREGON CITY	TANGENT
BANDON	ESTACADA	LA GRANDE	PAISLEY	THE DALLES
BANKS	EUGENE	LAPINE	PENDLETON	TIGARD
BARLOW	FAIRVIEW	LAFAYETTE	PHILOMATH	TILLAMOOK
BAY CITY	FALLS CITY	LAKE OSWEGO	PHOENIX	TOLEDO
BEAVERTON	FLORENCE	LAKESIDE	PILOT ROCK	TROUTDALE
BEND	FOREST GROVE	LAKEVIEW	PORT ORFORD	TUALATIN
BOARDMAN	FOSSIL	LEBANON	PORTLAND	TURNER
BONANZA	GARBALDI	LEXINGTON	POWERS	UKIAH
BROOKINGS	GASTON	LINCOLN CITY	PRAIRIE CITY	UMATILLA
BROWNSVILLE	GATES	LONEROCK	PRESCOTT	UNION
BURNS	GEARHART	LONG CREEK	PRINEVILLE	UNITY
BUTTE FALLS	GERVAIS	LOSTINE	RAINIER	VALE
CANBY	GLADSTONE	LOWELL	REDMOND	VENETA
CANNON BEACH	GLENDALE	LYONS	REEDSPORT	VERNONIA
CANYON CITY	GOLD BEACH	MADRAS	RICHLAND	WALDPORT
CANYONVILLE	GOLD HILL	MALIN	RIDDLE	WALLOWA
CARLTON	GRANITE	MANZANITA	RIVERGROVE	WARRENTON
CASCADE LOCKS	GRANTS PASS	MAUPIN	ROCKAWAY	WASCO
CAVE JUNCTION	GRASS VALLEY	MAYWOOD PARK	BEACH	WATERLOO
CENTRAL POINT	GREENHORN	MCMINNVILLE	ROGUE RIVER	WESTLINN
CHILOQUIN	GRESHAM	MEDFORD	ROSEBURG	WESTFIR
CLATSKANIE	HAINES	MERRILL	RUFUS	WESTON
COBURG	HALFWAY	METOLIUS	SALEM	WHEELER
COLUMBIA CITY	HALSEY	MILLCITY	SANDY	WILLAMINA
CONDON	HAPPY VALLEY	MILLERSBURG	SCAPPOUSE	WILSONVILLE
COOSBAY	HARRISBURG	MILTON-	SCIO	WINSTON
COQUILLE	HELIX	FREEWATER	SCOTT MILLS	WOOD VILLAGE
CORNELIUS	HEPPNER	MILWAUKIE	SEASIDE	WOODBURN
CORVALLIS	HERMISTON	MITCHELL	SENECA	YACHATS
COTTAGE GROVE	HILLSBORO	MOLALLA	SHADY COVE	YAMHILL
COVE	HINES	MONMOUTH	SHANIKO	YONCALLA
CRESWELL	HOOD RIVER	MONROE	SHERIDAN	This may not be a
CULVER	HUBBARD	MONUMENT	SHERWOOD	complete list of all
DALLAS	HUNTINGTON	MORO	SILETZ	Oregon cities, but all
DAMASCAS	IDANHA	MOSIER	SILVERTON	other Oregon cities
DAYTON	IMBLER	MT ANGEL	SISTERS	shall be incorporated
DAYVILLE	INDEPENDENCE	MT VERNON	SODAVILLE	by this reference.

**Hawaii's Counties**

Hawaii	Honolulu	Kalawao	Kaua'i	Maui
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**LEAGUE OF OREGON CITIES**

**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and AXON ENTERPRISE, INC. ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain LAW ENFORCEMENT EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for LAW ENFORCEMENT EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2010 for LAW ENFORCEMENT EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2010 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement

conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to include its Master Service and Purchasing Agreement as an exhibit into the final contract award is **approved** and by this reference incorporated herein.

## 2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855.

See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

## **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

## **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this



Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

## **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option,

may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

#### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

#### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

#### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Jamie Johnson-Davis  
Email: rfp@ORCities.org

If to Vendor:

AXON ENTERPRISE, INC  
17800 N. 85<sup>TH</sup> St.  
Scottsdale AZ 85255  
ATTN: Travis Cole  
Email: tcole@axon.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide

notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

#### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

#### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

#### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

#### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

#### **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder

shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

### **ARTICLE 23 - GOVERNING LAW**


This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

### **ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:  
  
Signature: 38C546F8860143E...

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 6/8/2020

VENDOR:

DocuSigned by:  
**Robert Driscoll**  
Signature: 56E0620EB207421...

Printed Name: Robert Driscoll

Title: VP, Assoc. General Counsel

AXON ENTERPRISE, INC.

Dated: 6/5/2020

**ATTACHMENT A****to Master Price Agreement by and between VENDOR and PURCHASER.****PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES****TASER 7****PRICING GUIDE****PUT THE POWER TO DE-ESCALATE INTO YOUR OFFICERS' HANDS WITH FLEXIBLE SUBSCRIPTION OPTIONS THAT FIT YOUR AGENCY'S NEEDS.**

All agreements are 60 months.

**| TASER 7 BASIC PLAN - UPFRONT PLUS SUBSCRIPTION (\$9.75 PER OFFICER PER MONTH)**

With this plan, agencies buy their handle upfront (\$1720), and the \$9.75 monthly fee covers the dock, rechargeable battery, Axon Evidence (evidence.com) license and hardware warranties. Training, cartridges and any other equipment are purchased a la carte.

**| TASER 7 BASIC PLAN - SUBSCRIPTION (\$40 PER OFFICER PER MONTH)**

This plan has the same deliverables as the plan above, except it rolls the agency's handles and holsters into the monthly cost. Agencies still purchase training, cartridges and any other equipment a la carte.

**| TASER 7 CERTIFICATION PLAN (\$60 PER OFFICER PER MONTH)<sup>1</sup>**

This plan has all of the features of the Basic subscription plan, but also includes instructor training, end-user training, and access to ongoing online and VR training content. It also includes a limited number of HALT cartridges for training and unlimited cartridges for field use, an Oculus Go VR Headset, and for agencies with 40+, a HALT training suit and training target with frame.

**| TASER 7 CERTIFICATION ADD ON (\$20 PER OFFICER PER MONTH)<sup>1</sup>**

For agencies that have previously purchased TASER 7, this allows you to get all of the training deliverables and cartridges that are included in the \$60 Certification plan.

Feature	Basic - Upfront	Basic - Subscription	Certification	Certification Add On
Handle	✓	✓	✓	
Holster	✓	✓	✓	
Dock	✓	✓	✓	
Rechargeable Battery	✓	✓	✓	
Evidence.com License	✓	✓	✓	
Hardware Warranty	✓	✓	✓	
Cartridges			✓	✓
End User Training			✓	✓
Unlimited Instructor Training <sup>2</sup>			✓	✓
Access to online Training Content			✓	✓
Access to VR Content			✓	✓
HALT Training Suit <sup>3</sup>			✓	✓
Oculus Go <sup>3</sup>			✓	✓
Training Target/Frame <sup>3</sup>			✓	✓

<sup>1</sup> Full deployment for patrol for program eligibility. For more information, please contact your representative.

<sup>2</sup> Instructor voucher offered at a 1% ratio to agencies with 40 or more licenses; One Master Instructor voucher offered at 40 or more licenses with additional voucher per 1,000 cumulative licenses.

<sup>3</sup> Only for agencies with 40+ officers; Oculus Go - One per 100 licenses, maximum of 20; HALT Training Suit and Target/Frame - one per every 40 licenses, with maximum of 4 HALT Training Suits and 20 Targets/Frames.

Oculus Go is a registered trademark of Oculus VR, LLC.

▲ ▲ AXON, Axon, Evidence.com, TASER, and TASER 7 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2018 Axon Enterprise, Inc.





17800 N. 85<sup>th</sup> St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.axon.com • [Sales@axon.com](mailto:Sales@axon.com)

## 2019 TASER X2 CEW Law Enforcement Pricing

Model	Product Description	Agency Price
<b>X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)</b>		
22002	Black X2 CEW	\$1,220.00 ea
22003	Yellow X2 CEW	\$1,220.00 ea
<b>X2 Power Magazines (Choose one)</b>		
22010	Performance Power Magazine (PPM)	\$65.00 ea
22012	Tactical Performance Power Magazine (TPPM)	\$65.00 ea
<b>X2 Power Magazine (Optional)</b>		
22011	Automatic Shut-Down Power Magazine (APPM)	\$78.00 ea
70116	Signal Performance Power Magazine (SPPM) <sup>1</sup>	\$100.00 ea
<b>Optional Accessories</b>		
<b>X2 Holsters</b>		
22502	Holster, X2, Right Hand, Safariland STX Basketweave	\$95.00 ea
22505	Holster, X2, Left Hand, Safariland STX Basketweave	\$95.00 ea
22507	Holster, X2, Right Hand, Safariland STX SafariSeven	\$95.00 ea
22508	Holster, X2, Left Hand, Safariland STX Hi SafariSeven	\$95.00 ea
<b>Customer Care Extended Warranty</b>		
22014	4-year Extended Warranty	\$378.00 ea
<b>Professional Services</b>		
85147	CEW Starter Package	\$2,750.00 ea
85150	CEW Add-on Services <sup>2</sup>	\$2,080.00 ea
85168	CEW Full Service with Instructor Training	\$17,000.00 ea
<b>X2 Smart Cartridges<sup>3</sup></b>		
22150	15' Live Smart Cartridge	\$36.00 ea
22151	25' Live Smart Cartridge	\$38.00 ea
22155	Inert Simulator 25' Smart Cartridge	\$50.00 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$37.00 ea
<b>TASER CAM HD Recorders</b>		
26810	TASER CAM HD	\$570.00 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$600.00 ea
26762	TASER CAM HD USB download kit	\$18.00 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$150.00 ea
26764	TASER CAM HD Replacement Battery	\$62.00 ea
<b>X2 Dataport Download Kits</b>		
22013	Kit, Dataport Download, USB, X2	\$200.00 ea
<b>HOGUE HANDALL Grips</b>		
22018	Grip, CEW, Hogue, packaged	\$19.00 ea

<sup>1</sup> When the CEW's safety switch is shifted to the up (ARMED) position, the SPPM sends a signal recognizable by Axon Body 2 cameras and Axon Flex systems that are equipped with Axon Signal technology.

<sup>2</sup> Part 85147 must be purchased before 85150 can be purchased.

<sup>3</sup> 15-foot, 25-foot, and 35-foot X2 cartridges are compatible with TASER X2 and X3 CEWs. X3 cartridges (part numbers 33100, 33101, 33102, 33103, 33104, and 33106) are NOT compatible with the X2 CEW.


**Training Equipment**


80004	Target, Conductive, 2-Part, Top and Bottom	\$33.00 ea
44550	Sim Suit Model II	\$675.00 ea
44415	Sim Suit Helmet	\$110.00 ea
44416	Sim Suit Gloves, Set	\$62.00 ea

Axon may change pricing or product offerings at any point in time. The committed pricing is based on each Axon Quote provided to the Agency.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.axon.com/sales-terms-and-conditions>.

For delivery status or to place an order, call Axon's sales department at 800-978-2737 or fax the order to: 480-991-0791.

HANDALL and HOGUE are trademarks of Hogue, Inc., and Safariland and SafariSeven are trademarks of Safariland, LLC.

Axon Body 2, Axon Flex, Axon Signal, Smart Cartridge, TASER CAM, X2, X2 and Design, X3, TASER, "Protect Life," and  are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved.

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## 2019 TASER X26P CEW Law Enforcement Pricing

Model	Product Description	Agency Price
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### *X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)*

11002	Black X26P CEW, class III LASER	\$1,065.00 ea
11003	Yellow X26P CEW, class III LASER	\$1,065.00 ea

### *X26P Power Magazines (Choose one)*

22010	Performance Power Magazine (PPM)	\$65.00 ea
22012	Tactical Performance Power Magazine (TPPM)	\$65.00 ea
11010	eXtended Performance Power Magazine (XPPM)	\$76.00 ea

### *X26P Power Magazine (Optional)*

22011	Automatic Shut-Down Power Magazine (APPM)	\$78.00 ea
11015	eXtended Automatic Shut-Down Power Magazine (XAPPM)	\$82.00 ea
70116	Signal Performance Power Magazine (SPPM) <sup>1</sup>	\$100.00 ea

### Optional Accessories

#### *X26P Holsters*

11502	Holster, X26P, Safariland, Basketweave, Left	\$92.00 ea
11505	Holster, X26P, Safariland, Basketweave, Right	\$92.00 ea
22510	Holster, X26P, Safariland, SafariSeven, Right	\$92.00 ea
22511	Holster, X26P, Safariland, SafariSeven, Left	\$92.00 ea

#### *Customer Care Extended Warranty*

11004	4-year Extended Warranty	\$331.00 ea
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#### *Professional Services*

85147	CEW Starter Package	\$2,750.00 ea
85150	CEW Add-on Services <sup>2</sup>	\$2,080.00 ea
85168	CEW Full Service with Instructor Training	\$17,000.00 ea

#### *TASER CAM HD Recorders*

26810	TASER CAM HD	\$570.00 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$600.00 ea
26762	TASER CAM HD USB download kit	\$18.00 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$150.00 ea
26764	TASER CAM HD Replacement Battery	\$62.00 ea

#### *Dataport Download Kits*

22013	Kit, Dataport Download, USB	\$200.00 ea
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#### *HOGUE HANDALL Grips*

22018	Grip, CEW, Hogue, packaged	\$19.00 ea
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#### *Training Equipment*

80004	Target, Conductive, 2-Part, Top and Bottom	\$33.00 ea
44550	Sim Suit Model II	\$675.00 ea
44415	Sim Suit Helmet	\$110.00 ea
44416	Sim Suit Gloves, Set	\$62.00 ea

<sup>1</sup> When the CEW's safety switch is shifted to the up (ARMED) position, the SPPM sends a signal recognizable by Axon Body 2 cameras and Axon Flex systems that are equipped with Axon Signal technology.

<sup>2</sup> Part 85147 must be purchased before 85150 can be purchased.

**X26P Cartridges**

34200	15' Field Use <sup>3</sup>	\$27.00 ea
44200	21' Field Use	\$29.00 ea
44203	25' XP Field Use	\$33.00 ea
44205	21' Non-Conductive Sim	\$28.00 ea
85000	Alligator Clip Cartridge	\$55.00 ea

## 2019 TASER X26 Accessories Law Enforcement Pricing

Model	Product Description	Agency Price
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**X26 Power Magazines**

26700	Digital Power Magazine (DPM)	\$44.00 ea
26701	eXtended Digital Power Magazine (XDPM)	\$50.00 ea

**X26 Holsters**

44952	Holster, X26, Right Hand, Blade-Tech	\$43.00 ea
44953	Holster, X26, Left Hand, Blade-Tech	\$43.00 ea
44972	Holster, X26, Right Hand, BLACKHAWK!	\$43.00 ea
44973	Holster, X26, Left Hand, BLACKHAWK!	\$43.00 ea

**Dataport Download Kit**

26500	X26 Dataport Download Kit	\$196.00 ea
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Axon may change pricing or product offerings at any point in time. The committed pricing is based on each Axon Quote provided to the Agency.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.axon.com/sales-terms-and-conditions>.

For delivery status or to place an order, call Axon's sales department at 800-978-2737 or fax the order to: 480-991-0791.

Hogue and HANDALL are trademarks of Hogue, Inc., and HOGUE is a trademark of Hogue, Inc., and and Safariland and SafariSeven are trademarks of Safariland, LLC.

Axon Body 2, Axon Flex, Axon Signal, TASER CAM X26P, X26P and Design, X26, XP, TASER, "Protect Life," and  are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2019 Axon Enterprise, Inc.

<sup>3</sup> The 15-foot cartridges are recommended for training, due to their relatively short range. However, these 15-foot cartridges are conductive, and must NOT be used against a person wearing a Sim Suit.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at <http://>], as may be updated from time to time. [ A current list may be obtained from Vendor.]

**ATTACHMENT B**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

## **ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

### **PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

to Master Price Agreement by and between VENDOR and PURCHASER.

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

## **ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

This Master Services and Purchasing Agreement ("Agreement") is between Axon Enterprise, Inc., a Delaware corporation ("Axon"), and the agency on the Quote ("Agency"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the quote ("Effective Date"). Axon and Agency are each a "Party" and collectively "Parties". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("Quote"). The Parties therefore agree as follows:

1 Term. This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("Term"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 Definitions.

"Axon Cloud Services" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"Axon Devices" means all hardware provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

3 Payment. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 Shipping. Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.



## 7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 Spare Devices. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("Spare Devices"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

## 8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the

event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Device Warnings. See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon device warnings.

10 Design Changes. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

11 Insurance. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

12 Indemnification. Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

13 IP Rights. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14 IP Indemnification. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15 Agency Responsibilities. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

16 Termination.

16.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

16.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

17 Confidentiality. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

## 18 General.

18.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

18.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

18.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9 Survival. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

18.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Professional Services Appendix

1 Utilization of Services. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 CEW Services Packages. CEW Services Packages are detailed below:

<b>System set up and configuration</b> <ul style="list-style-type: none"> <li>Configure Axon Evidence categories &amp; custom roles based on Agency need.</li> <li>Troubleshoot IT issues with Axon Evidence.</li> <li>Register users and assign roles in Axon Evidence.</li> <li><b>For the CEW Full Service Package:</b> On-site assistance included</li> <li><b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<b>Dedicated Project Manager</b> Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
<b>Best practice implementation planning session to include:</b> <ul style="list-style-type: none"> <li>Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li> <li>Discuss the importance of entering metadata and best practices for digital data management</li> <li>Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li><b>For the CEW Full Service Package:</b> On-site assistance included</li> <li><b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<b>System Admin and troubleshooting training sessions</b> On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
<b>Axon Evidence Instructor training</b> <ul style="list-style-type: none"> <li>Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.</li> <li><b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li> <li><b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li> </ul>
<b>TASER CEW inspection and device assignment</b> Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

**Post go-live review**

**For the CEW Full Service Package:** On-site assistance included.

**For the CEW Starter Package:** Virtual assistance included.

### 3 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

**Archival of CEW Firing Logs**

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

**Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

4 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

5 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

6 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

7 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("Installation Site") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

8 Acceptance. When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific

reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

9 Agency Network. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

## Axon Cloud Services Terms of Use Appendix

### 1 Definitions.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 Subscription Term. For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("Axon Evidence Subscription Term").

3 Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.

4 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

5 Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

7 Privacy. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

8 Storage. For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 Location of Storage. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 Suspension. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-



party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 Axon Cloud Services Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 Axon Cloud Services Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

12.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

12.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

13 After Termination. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

14 Post-Termination Assistance. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 U.S. Government Rights. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

16 Survival. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

### TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 Term. If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("TASER 7 Start Date"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("TASER 7 Term"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.

2 Unlimited Duty Cartridge Plan. If the Quote includes "Unlimited Duty Cartridge Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

3 Training. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.

4 Extended Warranty. If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.

5 Trade-in. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units

within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

<b>Agency Size</b>	<b>Days to Return from TASER 7 Start Date</b>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6 Subscription Term. The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.

7 Access Rights. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

8 Privacy. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

9 Termination. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

## Certificate Of Completion

Envelope Id: 6803D017DF9742499316FFEE71F45929

Status: Completed

Subject: Please DocuSign: MPA 2010 Between LOC and Axon - MS FINAL.pdf

Source Envelope:

Document Pages: 32

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bill DeMars

AutoNav: Enabled

1100 Olive Way

Envelopeld Stamping: Enabled

Suite 1020

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98101

bill.demars@nppgov.com

IP Address: 24.16.218.197

## Record Tracking

Status: Original

Holder: Bill DeMars

Location: DocuSign

6/5/2020 7:18:46 AM

bill.demars@nppgov.com

## Signer Events

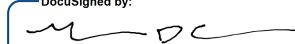
Mike Cully

mcully@orcities.org

Executive Director

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
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Signature Adoption: Drawn on Device  
Using IP Address: 71.63.237.219

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Viewed: 6/8/2020 5:30:07 PM

Signed: 6/8/2020 5:30:30 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/8/2020 5:30:07 PM

ID: c32bf7c1-6f13-49e2-aa84-3b41d3e7850d

Robert Driscoll

bobby@axon.com

VP, Assoc. General Counsel

eSign

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
**Robert Driscoll**  
55E0629EB297431...

Signature Adoption: Pre-selected Style  
Using IP Address: 74.206.119.243

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Viewed: 6/5/2020 2:09:04 PM

Signed: 6/5/2020 2:09:35 PM

## Electronic Record and Signature Disclosure:

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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Katie Wingate

kwingate@axon.com

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 6/5/2020 1:43:04 PM

Viewed: 6/5/2020 1:44:47 PM

## Electronic Record and Signature Disclosure:

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/5/2020 1:43:04 PM
Certified Delivered	Security Checked	6/8/2020 5:30:08 PM
Signing Complete	Security Checked	6/8/2020 5:30:30 PM
Completed	Security Checked	6/8/2020 5:30:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact National Purchasing Partners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com)

**To advise National Purchasing Partners of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from National Purchasing Partners**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with National Purchasing Partners**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.



## **Eighth Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT**

### **Pricing Update, Product Line Addition and Product Line Subtraction**

This Amendment to the Master Price Agreement is entered into this 20th day of January 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and AXON ENTERPRISE, INC. ("Vendor") based upon the sales and/or service of LAW ENFORCEMENT EQUIPMENT.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20270 on or about June 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 20, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about August 20, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about February 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about May 19, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about June 2, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about July 14, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about September 20, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to increase the price for approximately 175 products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to decrease the price for approximately six products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to add approximately 75 product SKUs to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to remove approximately 94 product SKUs from the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 18, 2022, to update the price list with the price increases and price decreases along with the product additions and product subtractions in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the price increases, the price decreases, the product additions, and the product subtractions.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Price Increase.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product line price increases:

**ATTACHMENT A**  
**to Master Price Agreement by and between VENDOR and PURCHASER.**  
**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Product Code	Product Name	Old Price	New Price
11000	HANDLE, BLACK, CLASS 2, X26P	\$ 1,163.09	\$ 1,220.00
11001	HANDLE, YELLOW, CLASS 2, X26P	\$ 1,163.09	\$ 1,220.00
11002	BLACK X26P CEW, HANDLE	\$ 1,163.09	\$ 1,220.00
11003	YELLOW X26P CEW, HANDLE	\$ 1,163.09	\$ 1,220.00
11009	HANDLE, GREEN, CLASS 3R, X26P	\$ 1,163.09	\$ 1,220.00
11010	XPPM, SPARE CARTRIDGE BATTERY PACK, X26P	\$ 83.08	\$ 87.23
11015	XAPPM, SPARE CARTRIDGE, AUTO SHUT-DOWN BATTERY PACK, X26P	\$ 89.61	\$ 94.09
11021	X26P BLACK, CLASS 3R LASER, KOREA	\$ 1,163.09	\$ 1,220.00
11023	HANDLE, BLUE, DEMO/LASER POINTER, X26P	\$ 166.68	\$ 175.01
11026	HANDLE, BLUE, SIMULATOR, X26P	\$ 732.55	\$ 769.18
11030	TASER X1 HANDLE	\$ 550.00	\$ 577.50
11031	TASER X1 HANDLE W/CLASS 2 LASER	\$ 650.00	\$ 682.50
11500	HOLSTER, BLADE TECH, RIGHT, X26P	\$ 73.67	\$ 77.35
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK	\$ 73.67	\$ 77.35
11502	HOLSTER, SAFARILAND, BASKETWEAVE, RIGHT, X26P	\$ 109.20	\$ 114.66
11503	HOLSTER, BLADE TECH, LEFT, X26P	\$ 73.67	\$ 77.35
11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK	\$ 73.67	\$ 77.35
11505	HOLSTER, SAFARILAND, BASKETWEAVE, LEFT, X26P	\$ 109.20	\$ 114.66
12125	AXON AIR, MATRICE 300 BATTERY	\$ 300.00	\$ 700.00
12128	AXON AIR, ZENMUSE H20T	\$ 11,209.00	\$ 11,799.00
20004	CARTRIDGE, SOFT CONTACT, LIVE SIMULATION TRAINING, SMART	\$ 41.54	\$ 43.62
20006	HOLSTER, BLADE TECH, RIGHT, X2, LARGE TMMS INNER CONFIGURATI	\$ 93.01	\$ 103.71
20007	HOLSTER, BLADE TECH, LEFT, X2, LARGE TMMS INNER CONFIGURATIO	\$ 93.01	\$ 103.71
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	\$ 1,720.00	\$ 1,810.00
20009	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 2	\$ 1,720.00	\$ 1,810.00
20010	TASER 7 HANDLE, STANDARD (RED LASER), CLASS 3R	\$ 1,720.00	\$ 1,810.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	\$ 49.00	\$ 50.23
20018	TASER 7 BATTERY PACK, TACTICAL	\$ 86.00	\$ 90.56
20019	TASER 7 BATTERY PACK, COMPACT	\$ 86.00	\$ 90.56
20020	TASER 7 BATTERY PACK, NON-RECHARGEABLE	\$ 69.00	\$ 72.66
20022	TASER 7, HANDLE, GRN, HIGH VISIBILITY (GRN LASER), CLASS 3R	\$ 1,750.00	\$ 1,842.75
20023	TASER 7, TRAINING HANDLE, BLUE RUBBER	\$ 60.00	\$ 63.18
20027	TASER 7 CORRECTIONS BATTERY PACK	\$ 129.00	\$ 135.84
20028	TASER 7 TRN CARTRIDGE ALLIGATOR CLIP STAND-OFF (3.5 DEGREE)	\$ 59.00	\$ 62.13
20029	TASER 7 TRN CARTRIDGE ALLIGATOR CLIP STAND-OFF (12 DEGREE)	\$ 59.00	\$ 62.13

20033	TASER 7 CORRECTIONS BATTERY LANYARD LICENSEORIES	\$ 10.00	\$ 10.53
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	\$ 750.00	\$ 789.75
20056	HOOK-AND-LOOP TRAINING (HALT) SUIT KIT, SHIELD	\$ 40.00	\$ 42.12
20058	TASER 7 CARTRIDGE CARRIER, POUCH (SOFT), S.O. TECH	\$ 19.95	\$ 21.01
20059	TASER 7 CARTRIDGE CARRIER, SAFARILAND	\$ 22.50	\$ 23.69
20060	TASER 7 HOLSTER - S.O. TECH, RIGHT HAND	\$ 80.00	\$ 84.24
20061	TASER 7 HOLSTER - BLADETECH, RIGHT HAND	\$ 80.00	\$ 84.24
20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	\$ 80.00	\$ 84.24
20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	\$ 67.50	\$ 71.08
20064	Taser 7 Safety Clip	\$ 8.29	\$ 8.73
20066	TASER 7 HOLSTER - BLADETECH, LEFT HAND	\$ 80.00	\$ 84.24
20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	\$ 80.00	\$ 84.24
20068	TASER 7 HOLSTER - SAFARILAND, LEFT HAND	\$ 67.50	\$ 71.08
20157	CEW HARD CASE - 15.2 X 12 X 4.5 - EGG CRATE FOAM	\$ 80.00	\$ 84.24
20158	TASER 7 HOLSTER - BLADE-TECH, RIGHT HAND W/ INNER TMMS	\$ 80.00	\$ 84.24
20159	TASER 7 HOLSTER - BLADE-TECH, LEFT HAND W/ INNER TMMS	\$ 80.00	\$ 84.24
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	\$ 80.00	\$ 84.24
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	\$ 80.00	\$ 84.24
20164	TASER 7 HOLSTER ? SAFARILAND, BSKT WEAVE, RH+CART CARRIER	\$ 80.00	\$ 84.24
20165	TASER 7 HOLSTER ? SAFARILAND, BSKT WEAVE, LH+CART CARRIER	\$ 80.00	\$ 84.24
20168	TASER 7 HOLSTER - SAFARILAND, BASKET WEAVE, RH	\$ 67.50	\$ 71.08
20169	TASER 7 HOLSTER - SAFARILAND, BASKET WEAVE, LH	\$ 67.50	\$ 71.08
20186	SAFARILAND HOLSTER MOLLE ADAPTER W MLS16 FORK	\$ 22.50	\$ 23.69
20187	TMMS OUTER W LARGE MOLLE-LOK BLADE-TECH HOLSTER ATTACHMENT	\$ 33.00	\$ 34.75
20290	SAFARILAND STANDARD CARTRIDGE CARRIER - THIGH RIG	\$ 45.00	\$ 50.18
20291	SAFARILAND STANDARD CARTRIDGE CARRIER - BELT LOOP	\$ 45.00	\$ 50.18
20292	SAFARILAND THIGH RIG MOUNT	\$ 77.00	\$ 81.08
20293	SAFARILAND BELT CLIP	\$ 35.00	\$ 36.86
20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	\$ 850.00	\$ 1,000.00
20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	\$ 50.00	\$ 60.00
20298	VR-ENABLED GLOCK 17 CONTROLLER	\$ 510.00	\$ 750.00
20370	FULL VR TASER 7 ADD-ON USER ACCESS	\$ 12.50	\$ 17.50
20371	FULL VR TASER 7 CERT UPGRADE USER ACCESS	\$ 10.00	\$ 15.00
20373	VIRTUAL REALITY HEADSET REFRESH ONE	\$ 1,150.00	\$ 1,938.05
20374	VIRTUAL REALITY HEADSET REFRESH TWO	\$ 1,150.00	\$ 2,086.69
20375	VIRTUAL REALITY HEADSET REFRESH THREE	\$ 1,150.00	\$ 2,246.73
20376	VIRTUAL REALITY HEADSET REFRESH FOUR	\$ 1,150.00	\$ 1,800.00
20377	VIRTUAL REALITY HEADSET REFRESH FIVE	\$ 1,150.00	\$ 1,800.00
20378	HTC SUNRISE VR HEADSET	\$ 1,300.00	\$ 1,800.00
20554	UNLIMITED DUTY CARTRIDGES FOR X2	\$ 7.00	\$ 7.35
20555	UNLIMITED DUTY CARTRIDGES FOR X26	\$ 7.00	\$ 7.35
20601	TASER 7 FOUNDERS EDITION	\$ 1,999.00	\$ 2,104.95
22000	HANDLE, BLACK, CLASS 2, X2	\$ 1,332.38	\$ 1,485.00
22001	HANDLE, YELLOW, CLASS 2, X2	\$ 1,332.38	\$ 1,485.00
22002	BLACK X2 CEW, HANDLE	\$ 1,332.38	\$ 1,485.00
22003	YELLOW X2 CEW, HANDLE	\$ 1,332.38	\$ 1,485.60
22010	PPM, STANDARD BATTERY PACK, X2/X26P	\$ 71.06	\$ 79.23

22011	APPM, AUTOMATIC SHUT-DOWN BATTERY PACK, X2/X26P	\$ 85.43	\$ 95.25
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	\$ 71.06	\$ 79.23
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	\$ 229.90	\$ 256.34
22018	22018 : X1 : :	\$ 20.73	\$ 23.11
22023	HANDLE, BLUE, DEMO/LASER POINTER, X2	\$ 213.18	\$ 237.70
22026	HANDLE, BLUE, SIMULATOR, X2	\$ 890.34	\$ 992.73
22037	X2 REFLECTIVE SIDE LABEL	\$ 12.00	\$ 13.38
22038	X26P REFLECTIVE SIDE LABEL	\$ 12.00	\$ 12.60
22155	INERT SIMULATION CARTRIDGE, X2	\$ 54.60	\$ 57.33
22157	25 FT NON-CONDUCTIVE TRAINING SMART CARTRIDGE, X2	\$ 40.44	\$ 42.46
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	\$ 38.00	\$ 38.95
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	\$ 38.00	\$ 38.95
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	\$ 38.00	\$ 38.95
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	\$ 38.00	\$ 38.95
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	\$ 49.00	\$ 50.23
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	\$ 49.00	\$ 50.23
22184	15 FT SMART CARTRIDGE, X2 NS	\$ 39.34	\$ 41.31
22185	25 FT SMART CARTRIDGE, X2 NS	\$ 41.54	\$ 43.62
22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	\$ 29.52	\$ 31.00
22189	21 FT STANDARD CARTRIDGE, X26/X26P NS	\$ 31.72	\$ 33.31
22190	25 FT STANDARD CARTRIDGE, X26/X26P NS	\$ 36.05	\$ 37.85
22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	\$ 60.00	\$ 90.00
22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	\$ 60.00	\$ 90.00
22500	HOLSTER, BLADE TECH, RIGHT, X2	\$ 83.08	\$ 92.63
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	\$ 85.43	\$ 95.25
22502	HOLSTER, SAFARILAND, STX BASKETWEAVE, RIGHT, X2	\$ 108.16	\$ 120.60
22503	HOLSTER, BLADE TECH, LEFT, X2	\$ 83.08	\$ 92.63
22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	\$ 85.43	\$ 95.25
22505	HOLSTER, SAFARILAND, STX BASKETWEAVE, LEFT, X2	\$ 108.16	\$ 120.60
22507	HOLSTER, SAFARILAND, STX SAFARISEVEN, RIGHT, X2	\$ 108.16	\$ 120.60
22508	HOLSTER, SAFARILAND, STX SAFARISEVEN, LEFT, X2	\$ 108.16	\$ 120.60
22510	HOLSTER, SAFARILAND, SAFARISEVEN, RIGHT, X26P	\$ 109.20	\$ 114.66
22511	HOLSTER, SAFARILAND, SAFARISEVEN, LEFT, X26P	\$ 109.20	\$ 114.66
22512	HOLSTER, SAFARILAND, RIGHT, QLS w/ MOLLE, X26P	\$ 89.87	\$ 94.36
22513	HOLSTER, SAFARILAND, LEFT, QLS w/ MOLLE, X26P	\$ 89.87	\$ 94.36
26700	DPM, STANDARD BATTERY PACK, X26	\$ 50.68	\$ 53.21
26701	XDPM, SPARE CARTRIDGE BATTERY PACK, X26	\$ 57.48	\$ 60.35
26762	KIT, USB DOWNLOAD, TASER CAM HD	\$ 19.70	\$ 20.69
26764	REPLACEMENT BATTERY, KIT, TASER CAM HD	\$ 67.93	\$ 71.33
26802	2ACH-Dual Cartridge Holster	\$ 28.74	\$ 32.05
26810	TASER CAM, TCHD	\$ 622.82	\$ 653.96
26820	TASER CAM, AS, TCHD	\$ 655.22	\$ 687.98
30053	BELT CLIP, TASER, RIGHT, TMMS OUTER	\$ 24.14	\$ 26.92
33112	CARTRIDGE, SMART, INERT, W/ALLIGATOR CLIP	\$ 42.54	\$ 44.67
33212	BELTCLIP, UNIVERSAL, TEK-LOK	\$ 10.92	\$ 11.47
44205	21 FT NON-CONDUCTIVE TRAINING CARTRIDGE, X26/X26P	\$ 30.62	\$ 32.15
44415	APPAREL, SIM SUIT, HELMET, BLACK	\$ 120.18	\$ 134.00

44416	APPAREL, SIM SUIT, GLOVES, SET, BLACK	\$ 67.93	\$ 75.74
44550	SUIT, ENHANCED SIM, MODEL II	\$ 765.99	\$ 854.08
44934	CARRIER, CRTRDG, 30046, SINGLE TEKLOK	\$ 19.95	\$ 22.24
44952	Holster - Blade Tech w/Tek-Lok	\$ 49.64	\$ 52.12
44953	Holster, BladeTech (Left)	\$ 49.64	\$ 52.12
44966	CARTRIDGE HOLDER, X26	\$ 36.78	\$ 38.62
44972	HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B	\$ 49.64	\$ 52.12
44973	HOLSTER, L, X26, BLACKHAWK, 44H015BK-L-B	\$ 49.64	\$ 52.12
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	\$ 109.20	\$ 121.76
70976	SAFETY GLASSES	\$ 5.49	\$ 5.78
71024	FLEET CABLE ASSEMBLY, ASU POWER	\$ 15.00	\$ 25.00
72012	FLEET 3 HUB, CABLE ASSEMBLY, SIGNAL	\$ 25.00	\$ 75.00
72013	FLEET 3 HUB, CABLE ASSEMBLY, POWER	\$ 25.00	\$ 75.00
72024	FLEET 3 WIRELESS MIC, CHARGING BASE, REMOTE ANTENNA	\$ 20.00	\$ 50.00
74037	X2 HARD CASE AND FOAM	\$ 146.30	\$ 163.12
74204	TASER 7 SINGLE BAY BATTERY DATAPORT, INTERNATIONAL	\$ 349.00	\$ 367.50
74208	TASER 7 SINGLE BAY BATTERY DATAPORT, NORTH AMERICA	\$ 349.00	\$ 367.50
74209	TASER 7 6-BAY BATTERY DATAPORT	\$ 1,200.00	\$ 1,263.60
80002	TARGET, PAPER, CONDUCTIVE INK, CIVILIAN	\$ 10.00	\$ 10.50
80004	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	\$ 36.05	\$ 40.20
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	\$ 150.00	\$ 157.95
80089	TARGET, CONDUCTIVE HALT HYBRID, TASER 7	\$ 150.00	\$ 157.95
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	\$ 75.00	\$ 78.98
80374	EXT WARRANTY, TASER 7 BATTERY PACK	\$ 0.42	\$ 0.44
80381	EXT WARRANTY, TASER 7 SINGLE BAY DATAPORT	\$ 1.46	\$ 1.54
80387	EXT WARRANTY, TASER 7 SINGLE BAY DOCK	\$ 2.71	\$ 2.85
80388	EXT WARRANTY, TASER CAM TCHD	\$ 3.41	\$ 3.58
80390	EXT WARRANTY, TASER 7 SIX BAY BATTERY DATAPORT	\$ 5.00	\$ 5.27
80395	EXT WARRANTY, TASER 7 HANDLE	\$ 6.25	\$ 6.58
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	\$ 6.25	\$ 6.58
80398	EXT WARRANTY, X26P HANDLE	\$ 7.53	\$ 7.91
80399	EXT WARRANTY, X2 HANDLE	\$ 8.62	\$ 9.61
85000	Alligator Clip (Assembled)	\$ 60.09	\$ 63.09
85002	Taser Cleaning Kit	\$ 82.03	\$ 86.13
98100	Cartridge, Simulator	\$ 13.69	\$ 14.37
100070	SMALL CEW HARD CASE 13? X 9.5? X 2.5?	\$ 10.00	\$ 10.50
100103	TASER 7 SAFARILAND RH HOLSTER W LEG DROP AND CART CARRIER	\$ 150.00	\$ 157.95
100104	TASER 7 SAFARILAND LH HOLSTER W LEG DROP AND CART CARRIER	\$ 150.00	\$ 157.95
100106	TASER 7 NON-CONDUCTIVE TRAINING STANDOFF (3.5-DEGREE) CARTRI	\$ 38.00	\$ 38.95
100107	TASER 7 NON-CONDUCTIVE TRAINING CLOSE-QUARTERS (12-DEGREE) C	\$ 38.00	\$ 38.95
100114	SAFARILAND 3" BELT LOOP	\$ 16.00	\$ 16.85
100115	SAFARILAND TASER 7 HOLSTER RH W 3" BELT LOOP	\$ 80.00	\$ 84.24
100116	SAFARILAND TASER 7 LH HOLSTER W 3" BELT LOOP	\$ 80.00	\$ 84.24
100117	SAFARILAND 6005-11 QUICK RELEASE LEG STRAP	\$ 48.00	\$ 50.54
100118	DISCONNECT BATTERY COILED BELT LOOP ATTACHMENT	\$ 10.50	\$ 11.06
85767	DISCOVERY MODULE ACCESS SERVICE	\$ -	\$ 65.00

2. **Price Decrease.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product line price decreases:

Product Code	Product Name	Old Price	New Price
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	\$ 1,509.00	\$ 1,249.00
12221	AXON AIR, X2E STARTER KIT	\$16,499.00	\$14,499.00
12234	AXON AIR, AXON AIR + MS & LIVESTREAM	\$ 3,749.00	\$ 1,999.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	\$ 270.00	\$ 249.00
71201	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, WH	\$ 270.00	\$ 249.00
80279	COMMANDER CAMERA LICENSE, PERPETUAL SMA	\$ 360.00	\$ 30.00

3. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product SKUs:

Product Code	Name	Price
11520	Cradlepoint ? NETCLOUD + CRADLECARE ? 3 YEARS	\$ 540.00
11595	Cradlepoint - 5 in 1 Cellular, WiFi, GPS Antenna (Black, Mag	\$ 325.00
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	\$ 600.00
71211	FLEET DOOR TRIGGER HARDWARE, UK	\$ 28.85
73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	\$ -
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	\$ 1,297.00
74300	FLOCK SAFETY ALPR CAMERA SYSTEM	\$ 2,500.00
74302	FLOCK SAFETY ALPR CAMERA SYSTEM INSTALLATION	\$ 250.00
74310	FLOCK CAMERA REFERRAL	\$ 37.50
100067	HOLSTER, BOLT 2	\$ 99.99
100068	TASER BOLT 2	\$ 499.99
100108	EXPERT IDLE FEES	\$ 75.00
100109	EXPERT TRAVEL FEES	\$ 50.00
100110	EXPERT WORK	\$ 200.00
100112	AXON AIR, E.COM PILOT DATA LIC	\$ 30.00
100120	POE INTERFACE/POWER EXTRACTOR - IF-PX	\$ 295.98
100121	LE VERIFACT D-V OMNI-DIRECTIONAL VANDAL RESISTANT MICROPHONE	\$ 133.72
100123	VR SENSOR: GLOCK 17	\$ 750.00
100124	HTC FOCUS 3 HEADSET FACE & REAR CUSHION	\$ 50.00
100125	VR SENSOR: SMITH & WESSON M&P	\$ 750.00
100126	AXON VR TACTICAL BAG	\$ 125.00
100127	VR SENSOR: SIG P320	\$ 750.00
100130	TCHD T5 TORX SCREWDRIVER	\$ 5.25
100131	INVESTIGATION - PROBE/WIRE/CARTRIDGE ANALYSIS	\$ 500.00
100132	INVESTIGATION - DATA ANALYSIS	\$ 1,000.00
100133	INVESTIGATION - FULL ANALYSIS	\$ 2,000.00
100134	INTERVIEW - COVERT ENCLOSURE ? ELECTRICAL OUTLET	\$ 250.00
100135	TSHIRT, PROTECT LIFE EST. 1993, SIZE XS	\$ 19.99
100137	FLOCK SAFETY FALCON CAMERA ANNUAL TRIAL SERVICE	\$ 2,500.00
100142	T7 AB3 AB2 AF2 DOCK POWER SUPPLY, 120W, 16VDC	\$ 125.00
100144	TCHD, USB PLUG, RUBBER FG	\$ 1.12
100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	\$ 349.00
100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	\$ 2,999.00
100150	FLEET 3 WIRING REFRESH KIT	\$ 335.00
100151	FLEET 3 HUB, RADAR INTERFACE CABLE	\$ 75.00
100152	FLEET 3 DUAL-VIEW CAMERA, VISOR MOUNT, TAHOE	\$ 35.00
100153	FLEET 3 DUAL-VIEW CAMERA, VISOR MOUNT, CHARGER	\$ 35.00
100154	FLEET 3 DUAL-VIEW CAMERA, VISOR MOUNT, FPIS	\$ 35.00
100155	FLEET 3 DUAL-VIEW CAMERA, VISOR MOUNT, FPIU PRE 2020	\$ 35.00
100156	FLEET 3 DUAL-VIEW CAMERA, VISOR MOUNT, FPIU 2020+	\$ 35.00
100157	FLEET 3 DUAL-VIEW CAMERA, SWIVEL ASSEMBLY REPLACEMENT	\$ 40.00
100158	FLEET ANT, AIRGAIN, 4-IN-1, 4LTE/5G, WH	\$ 299.00
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	\$ 2,000.00
100160	PRINCIPLES ABOVE PERSONALITIES - TRAINING FOR ACADEMY STAFF	\$ 499.00
100161	THREAT MANAGEMENT AND MITIGATION COURSE	\$ 499.00



100163	SAFETY @ WORK (2 DAY-COURSE)	\$ 699.00
100164	D.E.L.T.A.	\$ 699.00
100165	AXON EVIDENCE - UNLIMITED THIRD PARTY STORAGE	\$ 15.00
100167	MASTER INSTRUCTOR SCHOOL (AS A SERVICE-AGENCY SPECIFIC)	\$ 30,000.00
100170	TASER OPERATOR TRAINING ? TIER 1	\$ 100.00
100171	TASER OPERATOR TRAINING ? TIER 2	\$ 90.00
100172	TASER OPERATOR TRAINING ? TIER 3	\$ 75.00
100173	TASER OPERATOR TRAINING ? TIER 4	\$ 50.00
100174	TASER OPERATOR TRAINING ? TIER 5	\$ 35.00
100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	\$ 29.95
100184	FOLDING MOUNT, AXON RAPIDLOCK	\$ 29.95
100185	FLEET ANT, AIRGAIN, 9-IN-1, 4LTE/5G, 4WIFI, 1GNSS, WH	\$ 399.00
100186	HTC FOCUS 3 WRIST TRACKER	\$ 150.00
100187	CRITICAL THINKING SKILLS COURSE	\$ 199.00
100189	INVESTIGATIONS - EXPEDITE FEE	\$ 1,000.00
100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	\$ 6.99
100193	FLEET 3 DUAL-VIEW CAMERA, ADD-ON BUNDLE WITH TAP TRUE UP	\$ 16.54
100194	CRADLEPOINT RX30-MC MODEM EXPANSION SLOT	\$ 225.00
100195	FIELD BASED REPORTING	\$ 15.00
100197	HTC FOCUS 3 VR HEADSET - WARRANTY	\$ 5.63
100198	AXON VR CONTROLLER KIT - WARRANTY	\$ 6.23
100199	AXON LTE CASE	\$ 4,600.00
100203	INTEGRATION OF CAD WITH RESPOND REMOTE CAMERA ACTIVATION	\$ 2,000.00
100208	FLOCK SAFETY EXTENDED DATA RETENTION ANNUAL	\$ 300.00
100210	VIRTUAL REALITY TABLET REFRESH ONE	\$ 1,076.70
100211	VIRTUAL REALITY TABLET REFRESH TWO	\$ 1,159.27
100212	VIRTUAL REALITY TABLET REFRESH THREE	\$ 1,248.19
100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	\$ 3.13
100251	MAKROLON 2407 550115 CLEAR	\$ 3.25
100253	AB3 CHEST HARNESS	\$ 89.00

4. **Product Subtraction.** Attachment A to the Master Price Agreement shall be amended in part to reflect the removal of the following product SKUs:

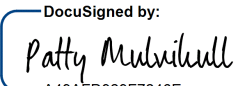
Product Code	Name	2021 Price
20065	TASER 7 HOLSTER - S.O. TECH, LEFT HAND	\$ 80.00
20105	TASER 7 TRADE-IN OSP	\$ -
20106	TASER 7 TRADE-IN TASER 60 BASIC	\$ -
20107	TASER 7 TRADE-IN TASER 60 UNLIMITED	\$ -
20109	TASER 7 TRADE-IN TASER 60 UNLIMITED TAP	\$ -
20110	TASER 7 TRADE-IN TASER 60 TCAM BASIC TAP	\$ -
20111	TASER 7 TRADE-IN TASER 60 TCAM UNLIMITED TAP	\$ -
20112	TASER 7 TRADE-IN CREDIT REVERSAL	\$ -
20148	TASER 7 TRADE-IN CEW TAP	\$ -
20149	TASER 7 TRADE-IN TCAM TAP	\$ -
20150	TASER 7 TRADE-IN CARTRIDGE	\$ -
20156	TASER 7 TRADE-IN TASER 60 PREMIUM	\$ -
20270	HTC FOCUS+ VIRTUAL REALITY HEADSET	\$ 999.00
20289	HTC FOCUS + VR HEADSET	\$ 1,150.00
20368	COMMUNITY ENGAGEMENT TRAINING VR (5,000+) LICENSE	\$ -
20380	FULL VR TRAINING ENTERPRISE (1 - 20) LICENSE	\$ 165.00
20382	FULL VR TRAINING ENTERPRISE (21 - 50) LICENSE	\$ 540.00
20384	FULL VR TRAINING ENTERPRISE (51 - 100) LICENSE	\$ 1,140.00
20386	FULL VR TRAINING ENTERPRISE (101 - 150) LICENSE	\$ 1,843.00
20388	FULL VR TRAINING ENTERPRISE (151 - 250) LICENSE	\$ 2,940.00
20390	FULL VR TRAINING ENTERPRISE (251 - 500) LICENSE	\$ 5,344.00
20392	FULL VR TRAINING ENTERPRISE (501 - 1,000) LICENSE	\$ 10,139.00
20394	FULL VR TRAINING ENTERPRISE 1,001 - 1,500 LICENSE	\$ 15,950.00
20396	FULL VR TRAINING ENTERPRISE 1,501 - 5,000 LICENSE	\$ 39,600.00
20398	FULL VR TRAINING ENTERPRISE (5,000+) LICENSE	\$ 50,000.00
34200	15 FT STANDARD CARTRIDGE, X26/X26P	\$ 29.52
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)	\$ 1,500.00
50071	(DEPR) AXON STREAMING SERVER LICENSE (PER SERVER)	\$ 1,750.00
50085	AXON STREAMING SERVER SOFTWARE MAINTENANCE 5 YEAR UPFRONT	\$ 1,750.00
50113	COVERT CAMERA, MAIN UNIT	\$ 594.75
50123	8 PORT POE SWITCH	\$ 760.00
50124	24-PORT POE SWITCH	\$ 1,304.35
50125	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS)	\$ 5,900.00
50127	TOUCH PANEL	\$ 2,600.00
50146	OUTSOURCE PLUS ENHANCED POE+ INJECTOR	\$ 100.00
50147	AXIS CAMERA, Q3505-V NETWORK CAMERA	\$ 1,275.00
50196	AXON WORKSTATION	\$ 1,655.00
50215	CAMERA, NETWORK, AXIS P3915-R	\$ 780.00
50216	AXIS C8033 NETWORK AUDIO BRIDGE - AUDIO EXTENDER	\$ 260.00
50253	AXIS P3915-R Mk II OVERT CAMERA	\$ 724.00
50256	AXIS Q8414-LVS SILVER OVERT CAMERA	\$ 1,570.00
50257	AXIS Q8414-LVS WHITE OVERT CAMERA	\$ 1,570.00
50259	TOUCH PANEL MOUNT EVO-XZ4-M100	\$ 50.00
50281	AXIS CAMERA, AXIS Q3515-LV NETWORK CAMERA	\$ 985.00
50288	OVERT CAMERA, FIXED	\$ 775.00
50289	CISCO SMALL BUSINESS SG550X-24P	\$ 2,600.00
50323	AXIS AUDIO VIDEO ENCODER P7304	\$ 521.85

71022	FLEET CABLE ASSEMBLY, POWER	\$ 20.00
71116	VISOR MOUNT, FLEET 2	\$ 49.99
72500	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	\$ 51.24
72501	FLEET 3 RENEWAL WITH TAP TRUE UP	\$ 53.21
72502	FLEET 3 RENEWAL TRUE UP	\$ 20.79
73200	AXON BODY 3 - NA01	\$ 699.00
74112	INTERVIEW COVERT ENCLOSURE - EMERGENCY LIGHTING UNIT, BLACK	\$ 168.00
74113	INTERVIEW COVERT ENCLOSURE - SMOKE DETECTOR, CEILING MOUNTED	\$ 121.00
74114	INTERVIEW COVERT ENCLOSURE - MOTION SENSOR	\$ 115.00
74115	INTERVIEW COVERT ENCLOSURE - FIRE STROBE, RED	\$ 190.00
74202	TASER 7 SINGLE BAY BATTERY DATAPORT	\$ 349.00
74220	FLEET 3 2-CAMERA PLACEHOLDER	\$ 1,379.00
80131	FLEET 2 ONLY TRAIN THE TRAINER (2 DAYS ONSITE)	\$ 6,000.00
80450	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH TRUE UP	\$ 11.15
80451	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH TRUE UP	\$ 9.35
80452	TAP, FLEET 3, HUB, 1 REFRESH TRUE UP	\$ 20.50
80453	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH TRUE UP	\$ 4.75
80454	TAP, FLEET 3, CHARGING BASE, 1 REFRESH TRUE UP	\$ 4.75
80456	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH TRUE UP	\$ 45.50
85765	ATTORNEY ADVANCED ENTERPRISE BUNDLE PAYMENT	\$ 99.00
85766	ATTORNEY PREMIER ENTERPRISE BUNDLE PAYMENT	\$ 150.00
88115	UCP SMART	\$ 17.77
100056	LOUROE LE-069 LINE MIC AND IF-PX KIT	\$ 429.70
100057	MANUAL, USER, TASER 7 CEW	\$ -
MLB0215	LABEL, VIDEO & AUDIO FRONT, BODY CAM, BODY 2	\$ 0.25
MPB0001	PKG, HARDCASE, PLASTIC,	\$ 10.92
MPJ0794-1	PLS, INJ, BRACKET, RIGHT, 794-R, SIGNAL SIDEARM	\$ 2.22
MPJ0794-2	PLS, INJ, BRACKET, LEFT, 794-L, SIGNAL SIDEARM	\$ 2.24
MPJ0803-1	PLS, INJ, BRACKET, RIGHT, 803-R, SIGNAL SIDEARM	\$ 2.04
MPJ0803-2	PLS, INJ, BRACKET, LEFT, 803-L, SIGNAL SIDEARM	\$ 2.04
MPJ0933-1	PLS, INJ, BRACKET, RIGHT, 933-R, SIGNAL SIDEARM	\$ 2.44
MPJ0933-2	PLS, INJ, BRACKET, LEFT, 933-L, SIGNAL SIDEARM	\$ 2.44
MPJ1001-1	PLS, INJ, BRACKET, RIGHT, 1001-R, SIGNAL SIDEARM	\$ 2.99
MPJ1001-2	PLS, INJ, BRACKET, LEFT, 1001-L, SIGNAL SIDEARM	\$ 2.99
MPJ1002-1	PLS, INJ, BRACKET, RIGHT, 1002-R, SIGNAL SIDEARM	\$ 2.99
MPJ1002-2	PLS, INJ, BRACKET, LEFT, 1002-L, SIGNAL SIDEARM	\$ 2.99
MPJ1047-1	PLS, INJ, BRACKET, RIGHT, 1047-R, SIGNAL SIDEARM	\$ 2.99
MPJ1047-2	PLS, INJ, BRACKET, LEFT, 1047-L, SIGNAL SIDEARM	\$ 2.99
MPJ1053-1	PLS, INJ, BRACKET, RIGHT, 1053-R, SIGNAL SIDEARM	\$ 2.99
MPJ1053-2	PLS, INJ, BRACKET, LEFT, 1053-L, SIGNAL SIDEARM	\$ 2.99
MRJ0064	RUB, INJ, USB PLUG, TCHD-X2	\$ 2.19
OSP7+Premium	2021 - OFFICER SAFETY PLAN 7 PLUS Premium	\$ -
OSP7+Premium10Year	2021 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	\$ -
T7CertVR	2021 Taser 7 Cert Bundle W/ VR	\$ -
T7CertVR10Yr	2021 Taser 7 Cert Bundle W/ VR 10 Year	\$ -
Unlimited7+Premium	2021 Unlimited 7+ Premium Bundle	\$ -
Unlimited7+Premium10yr	2021 Unlimited7+ Premium 10 Year Bundle	\$ -

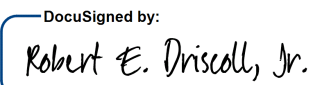
5. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 8, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
Date January 27, 2022 | 2:59 PM PST  
BY: Patty Mulvihill  
ITS: Interim Executive Director and General Counsel

AXON ENTERPRISE, INC.

DocuSigned by:  
  
Date January 27, 2022 | 1:41 PM PST  
BY: Robert E. Driscoll, Jr.  
ITS: VP, Assoc. General Counsel

**Certificate Of Completion**

Envelope Id: 6A4FDB7F3CBD47BA8D01C6A228873165

Status: Completed

Subject: Please DocuSign: MPA Amendment 8 RFP 2010 AXON FINAL.pdf

Source Envelope:

Document Pages: 12

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Envelope Originator:

Marshall Stiles

17930 International Boulevard

Suite 900

SeaTac, WA 98188

marshall.stiles@mynpp.com

IP Address: 98.232.37.85

**Record Tracking**

Status: Original

1/20/2022 3:47:12 PM

Holder: Marshall Stiles

marshall.stiles@mynpp.com

Location: DocuSign

**Signer Events**

Robert E. Driscoll, Jr.

bobby@axon.com

VP, Assoc. General Counsel

eSign

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



55E0629EB297431...

Signature Adoption: Pre-selected Style

Using IP Address: 174.26.19.160

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Resent: 1/27/2022 1:37:43 PM

Viewed: 1/27/2022 1:40:36 PM

Signed: 1/27/2022 1:41:14 PM

**Electronic Record and Signature Disclosure:**

Accepted: 1/27/2022 1:40:36 PM

ID: 58f9acee-17fc-41a3-ad0b-500c2743e3e3


Patty Mulvihill

pmulvihill@orcities.org

Interim Executive Director and General Counsel

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



A49AFD929F7246E...

Signature Adoption: Pre-selected Style

Using IP Address: 65.152.168.162

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Signed: 1/27/2022 2:59:36 PM

**Electronic Record and Signature Disclosure:**

Accepted: 1/27/2022 2:59:08 PM

ID: 6695c7d9-703f-42ab-a0a1-9f7e43e06c7e

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Emily Iverson

eiverson@axon.com

Partner Purchasing Program Manager

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 1/20/2022 3:49:38 PM

Viewed: 1/21/2022 8:17:58 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/16/2021 7:26:47 AM

ID: 2e04b0e6-fd51-4b32-a613-d5eace4ec569

Carbon Copy Events	Status	Timestamp
Ashley Goulden-Kiefer agouldenkiefer@axon.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 1/24/2022 9:09:42 AM Viewed: 1/27/2022 1:25:44 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/20/2022 3:49:38 PM
Certified Delivered	Security Checked	1/27/2022 2:59:08 PM
Signing Complete	Security Checked	1/27/2022 2:59:36 PM
Completed	Security Checked	1/27/2022 2:59:36 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact National Purchasing Partners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com)

#### **To advise National Purchasing Partners of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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#### **To request paper copies from National Purchasing Partners**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 17.A  
Section: DEPARTMENTAL  
ITEMS - TRANSPORTATION  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve Donation of Retired Vehicles to the Sister City of Huatabampo, Mexico

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Approve Donation**

#### **RECOMMENDATION AND STAFF SUMMARY:**

The City of Gardena is proposing to donate four (4) vehicles to the Sister City of Huatabampo, as staff has determined the vehicles have outlived their useful life for City service. The City of Gardena has donated vehicles to Huatabampo twice before, in 2008 and 2014, and they have again expressed interest in receiving vehicles. The following vehicles are proposed for donation:

Number	Vehicle Type	VIN #s	Funding Source	Department
1	Dodge Grand Caravan	2D4RN4DG9BR794922	CA-90-Y340	GTrans
1	Nova 40-foot Diesel Bus	4RKMDTGA4VR832569	CA-90-X721	GTrans
2	Ford E Super Duty Cutaway Buses	1FDXE45S23HA53916 1FDXE45S83HA53919	CA-90-Y017 CA-90-Y106	Recreation

GTrans proposes to donate one (1) Dodge Grand Caravan used in its Special Transit Service, purchased in 2011 using federal grant funds. This vehicle has outlived its useful life of 4 years or 100,000 miles at 11 years of age. Similarly, GTrans proposes to donate one (1) Nova Bus, also purchased under a federal grant and surpassing its useful life of 12 years or 500,000 miles.

The Recreation Department proposes to donate two (2) Ford E-Super Duty Cutaways, purchased in 2003 (originally used in Special Transit service but transferred to the Recreation Department), exceeding their useful life of 7-years or 200,000 miles.

Typically, if auctioned, most vehicles yield less than \$5,000 after fees and expense. Since all vehicles were originally purchased using federal funds, GTrans is required to return a portion of any proceeds above \$5,000 to the FTA. Since the City is not sending these vehicles to auction, an appropriate estimating tool will be used to determine the value of the vehicles at the time of donation, and ensure that applicable amounts, if any, are remitted to the FTA. The

estimated proceeds that may be due to FTA are \$5,000.

If approved, the City of Huatabampo has accepted the responsibility and liability of receiving and transporting the donated vehicles to Huatabampo, Mexico. Pursuant to the City's purchasing policy, staff respectfully requests that the City Council approve the donation of four (4) surplus vehicles to the Sister City of Huatabampo, Mexico

**FINANCIAL IMPACT/COST:**

GTrans will use an appropriate estimating tool to determine the actual cash value of donated vehicles. Should any proceeds for a vehicle exceed \$5,000, GTrans will remit the required portion to the FTA. The estimated cost to GTrans is \$5,000, which can be accommodated within the FY23 budget previously approved by City Council. There is no impact to the General Fund.

**ATTACHMENTS:**

[Donation Request.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

---

Clint Osorio, City Manager



***Subject: Donation Request***

*HUATABAMPO, SONORA,  
June 15th, 2022*

CITY OF GARDENA

Mayor Tasha Cerda:

My Saúl Lugo Guerra, President of the Sister City Committee for Gardena-Huatabampo. I received a cordial greeting on behalf of all our members from this committee. Mayor Cerda has pleasantly accepted our invitation, and she has noted that we are a community of 80,000 residents with a large territorial area covering 490,000 acres with many needs.

We need your valuable intervention to negotiate with whom it may concern to receive 2 buses with 22 passengers seats and 2 minivans, as a donation to serve our community.

Greetings and thanks indeed if it is in your good intentions to cover us in this real need.

Sincerely,

***Ramón Saúl Lugo Guerra***

*Saulugo @yahoo.com; CEL: (52)-6471063205*



***Asunto: Solicitud de donación***

*HUATABAMPO, SONORA,  
15 junio 2022*

CITY OF GARDENA  
Tasha Cerda, Mayor:

Soy Saúl Lugo Guerra presidente del comité de ciudades hermanas Gardena-Huatabampo. Reciba un cordial saludo de parte de todos los miembros de nuestro comité. Cuando gratamente acepto nuestra invitación y nos visitó, se dio cuenta que somos una comunidad de 80,000 habitantes, con área territorial muy grande de 2000 kilómetros cuadrados con muchas necesidades.

Necesitamos de su valiosa intervención para gestionar con quien corresponda para recibir en donación una unidad de autobús grande, 2 camiones para 22 pasajeros y 2 minivans.

Saludos y muchas gracias si está en sus buenas intenciones cubrirnos en esta necesidad real.

Atentamente,  
  
**Ramón Saúl Lugo Guerra**

*Saulugo @yahoo.com; CEL: (52)-6471063205*



# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 17.B  
Section: DEPARTMENTAL  
ITEMS - TRANSPORTATION  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve Agreement with MOEV under the California Energy Commission Grant Program

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Approve Agreement**

#### **RECOMMENDATION AND STAFF SUMMARY:**

In 2021, GTrans partnered with MOEV, a local firm that has developed artificial intelligence (AI) for smart charging electric fleets, in a project that was awarded funding from the California Energy Commission (CEC). The grant, "Evaluating Bi-Directional Energy Transfers and Distributed Energy Resource Integration for Medium and Heavy Duty Fleet Electrification" provides funds to test this technology at GTrans' facility and for its current and future fleet of battery electric buses. In addition to the development and testing of this critical software with MOEV, the grant includes funding specifically for GTrans to help purchase and install electric chargers for its new electric bus fleet arriving next year.

MOEV is deploying a system that automatically manages the recharging of battery electric buses at the GTrans' facility to minimize the electric bill, improve operational efficiency, reduce operator and driver stress, and extend the buses' battery life. The technology is continuously using vehicle conditions, weather, traffic and route considerations on how and predicting when each vehicle will need to be recharged and by how much. MOEV has engaged partnerships with firms such as Lawrence Berkeley National Labs (A US Department of Energy Lab) and ETap (A Schneider Electric Company), specifically for work on this project.

As part of the CEC grant, GTrans is required to enter into a subcontracting agreement with MOEV that outlines the scope of work and requirements of the grant. The project duration is from June 2021 through November 2024, during which time MOEV will deploy and report to the CEC about the software, GTrans buses and charging efforts as part of the project. MOEV will also provide the GTrans maintenance team with access to the software to monitor the performance of the buses. Per the terms of the grant, GTrans is eligible to receive up to \$350,000 to offset some of the cost of the purchase and installation of up to seven electric bus chargers. City Council approved the purchase of seven zero emission battery electric buses from Gillig in March 2022, a portion of which will be used as in-kind match for the CEC grant program with MOEV. GTrans will come before City Council at a future date for approval to

purchase these chargers. Upon receipt of the equipment, GTrans will be able to request these funds through MOEV on a reimbursement basis.

Therefore, it is recommended that Council authorize the execution of the attached agreement between MOEV and the City of Gardena under the California Energy Commission Grant EPC-20-038 to support the purchase and installation of electric bus chargers and the implementation of a smart charging program for GTrans' current and upcoming electric bus fleet.

**FINANCIAL IMPACT/COST:**

GTrans is eligible to receive up to \$350,000 in funding through this grant program on a reimbursement basis. GTrans has federal, state and local funds in existing grants to support the purchase of these chargers, which will come before Council for consideration at a later date. Funds for the buses and the chargers are included in the FY23 Budget previously approved by the City Council.

**ATTACHMENTS:**

[MOEV\\_GTrans Subcontract-Package-EPC-20-038 8\\_9\\_2022.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is positioned above a horizontal line.

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Clint Osorio, City Manager



## MOEV Subcontract Agreement



Subcontractor: <b>GTrans</b> Address:	MOEV Agreement Number: MOEV-22-001 CEC Agreement Number: EPC-20-038  Agreement Term: 02/15/2022 to 11/30/2024  The effective date of this Agreement is either the start date or the approval signature date by MOEV Inc. representative below, whichever is later. MOEV Inc. shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.
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The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

<b>Exhibit I – Subcontractor Scope of Work</b>	Page(s):3
<b>Exhibit II – Subcontractor Terms and Conditions</b>	Page(s):3
<b>Exhibit III – Energy Commission flow-down provisions</b>	Page(s):20
<b>Exhibit IV - CEC Grant Agreement which include the followings:</b>	
<b>Exhibit A - Scope of Work</b>	Page(s):24
Exhibit A1 - Attachments	Page(s):2
Exhibit A2 - Attachments	Page(s):4
<b>Exhibit C - General Terms and Conditions</b>	Page(s):34
Exhibit C1 - Attachments	Page(s):10
<b>Exhibit V – Subcontractor Budget</b>	Page(s):3
<b>Exhibit VI – Original Match Fund Commitment Letter</b>	Page(s):2

### Total Reimbursable Amount: \$350,000 USD

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

MOEV Inc.		Subcontractor	
AUTHORIZED SIGNATURE:	DATE:	AUTHORIZED SIGNATURE:	DATE:
NAME: Hemanshu Pota		NAME:	
TITLE: CEO			
MOEV ADDRESS: 907 Westwood Blvd, Ste 420 Los Angeles, CA 90024		TITLE:	

APPROVED AS TO FORM  
BY:   
CARMEN VASQUEZ  
CITY ATTORNEY



## Exhibit I Subcontractor Scope of Work

### Scope of Work

The following describes the scope of work for the current agreement ("*The Agreement*") to be performed by City of Gardena (GTrans) who will act as a sub-contractor to MOEV Inc. (MOEV) for the purpose of providing services to MOEV for the contract and agreement of the project: EPC-20-038, entitled "Artificial Intelligence Based Heavy-Duty Fleet Charging to enable Distributed Energy Resource Integration," between CEC and MOEV ("*The Project*"). The funding for the activities performed by GTrans under *The Agreement* will come from the funding for *The Project* and in *The Agreement* GTrans will be considered a subcontractor to MOEV on *The Project*. The scope of work that will be performed by GTrans comes under the following categories of tasks:

#### 1. Hardware acquisition and installation

GTrans will be acquiring and installing hardware devices at their campus (the "*Campus Site*") at 13999 S Western Ave, Gardena, CA 90249.

##### A. Acquisition and installation of battery electric bus (BEB) chargers

GTrans will purchase, install, and manage electric vehicle charging stations as specified below.

##### (i) Description of *Chargers* Purchased

- Charging stations will be purchased that will support 7 DC fast charge ports (a charge port may also be referred to as a "dispenser" by the industry), where each charge port connects to one BEB for the purpose of charging the BEB that is the connected to the charge port by way of a CCS1 connector, which is an industry standard.
- 7 DC fast *Charge Ports* will be supported by multi-port charging technology in which each Charger is connected to two or more charge ports on a single circuit that powers the charging hardware. These ports would have the capability to charge two or more EVs simultaneously well as sequentially, and all the charge ports would support the industry standard for charging called Open Charge Point Protocol (OCPP) Version 1.6.

##### (ii) Location of installation

The *Chargers* will be installed at Gardena Transit at their *Campus Site*. CEC will be allowed to visit and inspect the equipment upon request by CEC.

##### (iii) Access to Chargers

## Exhibit I Subcontractor Scope of Work

At a time agreed upon by both GTrans and MOEV, MOEV staff will be provided physical access to the *Chargers* and *Charge-Ports* for the purpose of ensuring that the MOEV software functions appropriately since MOEV AI™ software would be managing the charging of the BEBs by controlling the *Chargers*. GTrans shall provide MOEV staff access to *Chargers*, as well as electric subpanels, communication devices, configuration setups, Application Programming Interface (API), on-site dashboards provided by MOEV, and user manuals to implement integration of charger monitoring and control with MOEV AI™ software. As needed by MOEV, GTrans shall facilitate the process of obtaining support from the *Charger* vendor. Any changes made to the *Chargers* and configurations shall be made at the sole discretion of GTrans or the Charging manufacturer and in the best interest of GTrans.

### (iv) Budget

The maximum total budget for GTrans from the CEC award for *The Project* is \$350,000. Within this maximum, the total budget for the purchase of *Charge-ports* is \$210,000 with a maximum purchase price of \$30,000 per *Charge-port*. The maximum budget for installation of 7 *Charge-ports* is \$140,000. All reimbursements to GTrans for any purchases would be in accordance with Exhibit II Subcontractor Terms and Conditions. All software costs, software license fees, etc. required by MOEV for the use of its software and equipment shall be funded by the overall grant, with zero cost to GTrans.

### (v) Ownership of *Chargers*

GTrans shall own the Charge Ports upon payment to the manufacturer, regardless of the reimbursement status from CEC/MOEV. In accordance with this agreement, MOEV will be granted access for the purposes of management, monitoring and control by way of its MOEV AI™ until November 30, 2024 (the "*Completion Date*" of *The Project*). If the *Completion Date* is extended and a new *Completion Date* is agreed upon between CEC, MOEV and GTrans, the equipment will be available for MOEV to manage, monitor and control until the new *Completion Date*.

## B. Acquisition of Battery Energy Storage System (BESS)

GTrans intends to purchase Battery Energy Storage. While Battery Energy Storage is not included as part of *The Project* nor identified as local match of any kind, GTrans will make every effort to make its BESS available at the *Campus Site* for use by MOEV software through the BESS's API to monitor and control the power flow from and to the BESS. The design and selection of this equipment is independent of *The Project*, and therefore no requirement exists for it to be compatible with MOEV equipment/software.

## Exhibit I Subcontractor Scope of Work

### C. Acquisition of Solar Photovoltaic (PV) System

While the purchase of additional Solar Photovoltaic (PV) System is not included as part of The Project nor identified as local match of any kind, GTrans will make every effort to provide metering and communications API for the Solar PV system at the *Campus Site* for MOEV to monitor and collect data. The design and selection of this equipment is independent of The Project, and therefore no requirement exists for it to be compatible with MOEV equipment/software. The pre-existing solar panel on the premises of GTrans will be available for use by MOEV.

### D. Acquisition or installation of Communications System

GTrans will acquire or install or activate an existing wireless communications system (generally a WiFi system) at the *Campus Site* for use by the MOEV AI™ software for communicating with the chargers and charge ports with the purpose of monitoring, managing, and controlling the chargers and charge ports. GTrans will provide the technology support needed through its Information Technology department to support the continuous and reliable availability of this wireless communications system.

### E. Acquisition of Battery Electric Bus

GTrans will purchase 7 BEBs. A portion of the cost of the buses will be counted as local match funds as part of *The Project* for an amount equal or greater than \$3,000,000. Documentation of existence of such match funds shall be provided to CEC. This match fund has been identified in the original letter of commitment for *The Project* in Exhibit VI.

## 2. Acquisition of Software

MOEV owns the software and will provide access to its MOEV AI™ software through the Internet Cloud to manage charging via Software as a Service (SaaS) and GTrans will have access to this software until the Completion Date of the project. The data generated by MOEV AI™ will be provided to GTrans for use by GTrans. MOEV will provide access to this SaaS to manage charging of up to 13 buses at GTrans. Network communication hardware such as network routers and network cables, to support the charging functions will be provided by and purchased by GTrans. MOEV will provide to GTrans an on-site display monitor ("Dashboard Monitor") that provides real-time information on GTrans electric vehicles charging operations via MOEV AI™. While MOEV AI™, operating through the interface on the *Dashboard Monitor*, will perform data analysis and charging scheduling and charging controls through AI and Machine Learning algorithms automatically, it will also allow GTrans staff to override the automatic control and switch to either semi-automatic or manual control.

### A. MOEV AI™ Software Functionality

## Exhibit I Subcontractor Scope of Work

### (i) MOEV AI™ for BEB fleets

The MOEV AI™ software is based on machine learning technology that performs smart management of electric vehicle (EV) charging for a transit bus fleet operator. The goals of this project are to:

- Reduce fleet's electricity bill by optimizing the BEB charging schedules through reducing demand charges, charging around Time-of-Use and integration with renewable energy and BESS.
- Predict energy consumption by route and vehicle and maximizing the utilization of the vehicles to serve the fleet's duty cycle needs.
- Predicting the remaining driving range of the BEBs to ease range anxiety.
- Control the battery state of charge and the charging power levels to reduce battery degradation.
- Reduce greenhouse gas (GHG) emissions from the bus fleet – GHG emissions will be reduced by replacement of internal combustion engine buses with BEBs in the fleet in combination with using local solar PV generation to provide electricity to the BEBs.
- Maximize the utilization of renewable energy source – by performing AI-based smart management of charging in combination with Solar PV and BESS, the project will demonstrate how to maximize the utilization of solar to fuel the BEBs.
- Lower the overall charging costs - The AI and ML based approaches utilized in this project lower the peak load for charging BEBs, thereby lowering demand charges, and in turn reducing overall charging costs.
- Provide resiliency by demonstrating a smart charging platform that enables quick replicability and scalability for MDHD electric vehicle fleets – The MOEV software will integrate DERs including EV chargers, solar photovoltaic (PV) on-site generation and a battery energy storage system (BESS) using MOEV AI™, to manage these energy assets when the utility requests load curtailment via demand response (DR). This enables the resiliency goals of the project.

### (ii) Charging Management via MOEV AI™

MOEV AI™ software system will be used as the charging management system and MOEV would be the charging network provider for the duration of the project. GTrans will allow MOEV to manage and control the charging function and MOEV will control the charging schedule and charging levels to achieve the objectives of the CEC project, however the charging schedule and levels shall in no way impact GTrans' daily service needs. GTrans reserves the right to override charging schedules at its discretion for operational requirements. The connection between MOEV AI™ and the *Chargers* will use the on-site WiFi or wired network connection

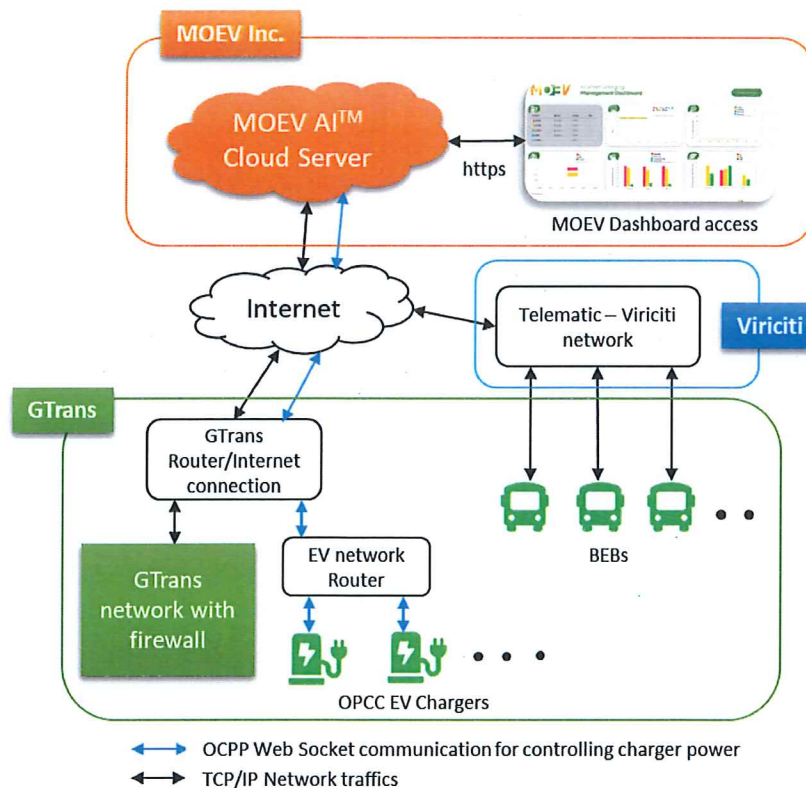
## Exhibit I Subcontractor Scope of Work

provided onsite by GTrans. This connection architecture between MOEV AI™ and *Chargers* is shown in Figure 1.

### (iii) Telematics Integration with MOEV AI™

MOEV AI™ software operating on the Internet Cloud will have full access to historical and real-time telematics data from the telematics system being used on the 13 BEBs in the project. This data would be provided by the telematics provider that is used by GTrans on their BEBs, and GTrans will provide MOEV access to the telematics data via an application program interface (API) provided by the telematics provider so that MOEV can perform the tasks as per *The Project*. Figure 1 shows the connectivity between MOEV software, telematics and the BEB.

MOEV will use the telematics data from the API provided by GTrans' telematics provider to perform predictions, analysis, monitoring, control, and management of charging operations, to satisfy the requirement of *The Project*.



## Exhibit I Subcontractor Scope of Work

Figure 1: Architecture of MOEV AI™ – Software is connected to Charger and Telematics which are in turn connected to the BEB

### B. Accessing and using the MOEV AI™ Software

#### (i) Access to MOEV AI™ Dashboard

MOEV will provide User-IDs and passwords for up to 15 users at GTrans to use MOEV AI™ dashboard display system on site. Figure 2 shows Version 1.2 of the Dashboard that will be deployed and since it is provided as a SaaS, there is no installation of software required on-site, and it will be available remotely and serviced through the MOEV Internet Cloud Service. GTrans users will be able report problems associated with the Dashboard through a dedicated email provided to GTrans and MOEV will respond to the email within 24 hours.

MOEV will work with GTrans and plan to link to GTrans' active directory structure with the MOEV SaaS architecture if it is possible and achievable within the timeframe and budget of the project.

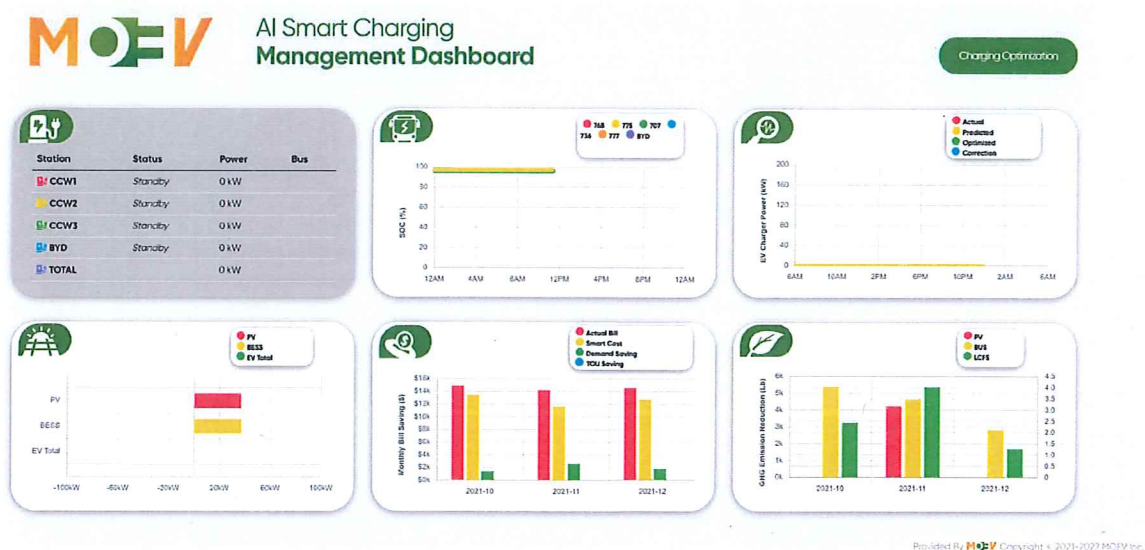


Figure 2. MOEV AI™ Dashboard

#### (ii) MOEV software as network provider

MOEV AI™ software is listed among the SCE charge ready compliant software programs and GTrans will select MOEV AI™ software from the SCE charge ready program under the category of "Network Provider" so that MOEV can use its software to manage, monitor and control the *Chargers* and *Charge-ports* through the duration of The Project and enable GTrans to be compliant with SCE's OpenADR

## Exhibit I Subcontractor Scope of Work

program the certification of which is a requirement for a network provider and for which MOEV AI™ is currently certified.

### (iii) Period of availability of MOEV AI™ software

The MOEV AI™ software will be available for use by GTrans for the duration of *The Project*. After the *Completion Date*, GTrans may continue to use it if wishes for which a separate contract would be needed between MOEV and GTrans.

## 3. Testing of Hardware, Software and Interfaces

### A. Testing of Charger and BEB

GTrans has the sole discretion of selecting the *Charger* make and model and the BEB make and model. MOEV AI™ recommends its software be tested with the specific make and model of the *Charger* that in turn connects to the BEB to ensure that when the MOEV AI™ software sends a command to the *Charger*, using an open charge point protocol (OCPP 1.6) command which must be supported by the charger, then the *Charger* and BEB respond to the command. Also, tests would be performed to satisfy the OpenADR 2.0b command requests of the SCE Charge Ready program. Such testing is needed to ensure that the *Charger* and the BEB respond appropriately to the control signals so that the needs of *The Project* are met by the MOEV AI™ software as well as the charging equipment acquired for *The Project*. GTrans will make the *Charger* and the BEB from the *Charger* manufacturer and the BEB manufacturer respectively available to MOEV for purposes of testing by MOEV so that these tests can be carried out prior to GTrans purchasing the *Chargers* with eligibility for reimbursement by the CEC. Any costs for testing will be borne solely by MOEV and will not impact any reimbursement for GTrans through the CEC grant.

### B. Testing of Telematics

The telematics system that is selected by GTrans will be made available by GTrans for testing by MOEV at least 60 days prior to GTrans making a decision to acquire the telematics system so that it MOEV can ensure that the relevant BEB data is available to the MOEV AI™ software on the Internet Cloud and the charging management can be performed effectively and accurately as per requirements of *The Project*. MOEV must demonstrate that its technology is compatible with GTrans existing and planned telematics system, Viriciti.

## 4. Operations

The responsibilities during operations are as follows – GTrans will operate their 13 BEBs (6 existing BEBs and 7 newly purchased buses) and associated charging hardware within the fleet, and MOEV will operate and update the MOEV AI™ software so as to fulfil the obligations of *The Project*.



## Exhibit I Subcontractor Scope of Work

### A. Chargers

MOEV AI™ system will monitor the new set of 7 chargers which the 7 new buses will use for charging as well as the set of 4 existing chargers which charge the 6 existing buses, resulting in MOEV software functioning for the entire set of 13 buses. This is shown in Figure 2.

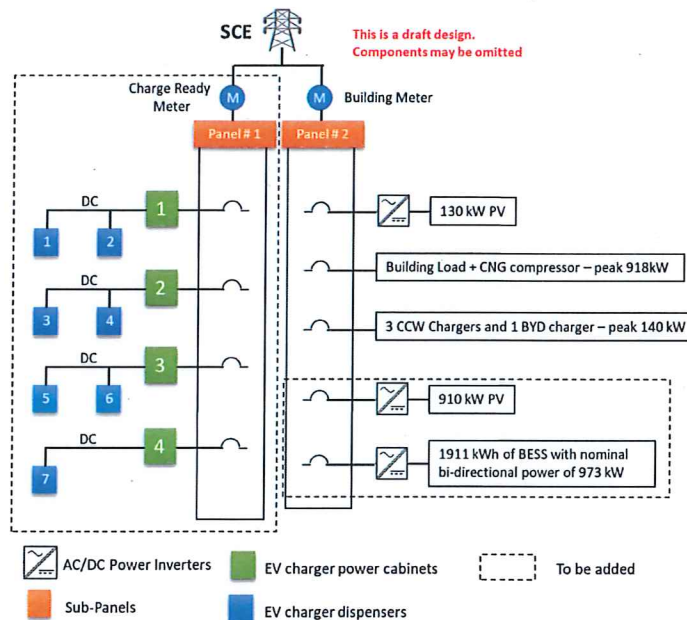


Figure 2: Line diagram showing chargers for 13 buses

### B. Network

GTrans will provide the local network using its wireless or wired communications infrastructure so that MOEV software can run remotely and operate the chargers.

### C. Telematics

GTrans will maintain the telematics service and this telematics service will be available via an API for MOEV so that MOEV software can run remotely and operate the chargers.

### D. Software to manage charging operations

The MOEV software will manage the charging operations and provide graphical user interface to allow GTrans staff to monitor and override charging operations if needed – as shown in Figure 3.



## Exhibit I Subcontractor Scope of Work

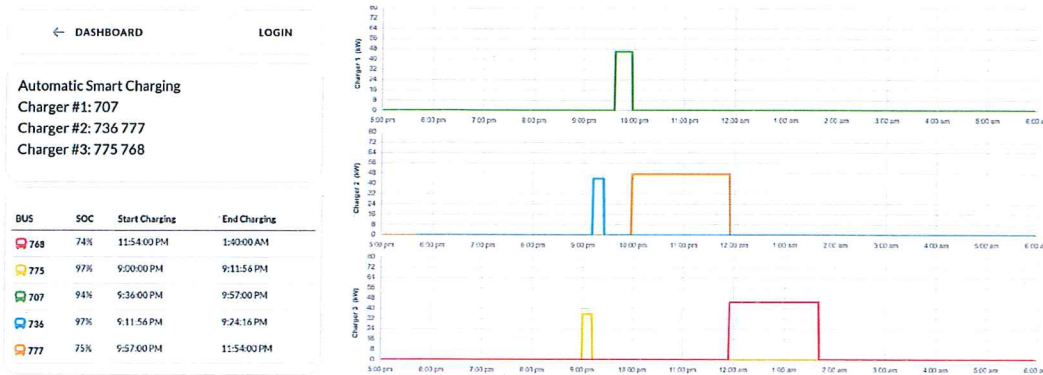


Figure 3. Staff monitor and operation dashboard

### 5. Data Collection

The CEC requires at least one year of data collection after the buses and chargers acquired are fully operational. GTrans will ensure that such data collection will be allowed by MOEV. Data collection include telematics data from each BEB, power metering data from each charging plug, building load (to be provided by GTrans), BESS (when available) and solar panels (when available). After the project either concludes or is halted permanently, MOEV will to GTrans the data GTrans collected.

### 6. Schedule

The beginning of full-scale data collection (telematics data from 7 new BEBs and 6 existing BEBs; and power data from 7 new chargers and 4 existing chargers) shall be no later than December 31, 2023. The \$3,000,000 match fund shall be fully encumbered by December 31, 2023, with detailed supporting documentation including purchasing agreement and invoices.

**Exhibit II**  
**Subcontractor Terms and Conditions**

**Subcontractor Terms and Conditions**

**1. Agreement Conflict**

The terms of CEC Grant Agreement (Exhibit IV - Exhibit C) will prevail if they conflict with the subcontract terms.

**2. Flow-Down Provisions**

The required list of Energy Commission flow-down provisions is included in CEC Grant Agreement (Exhibit IV - Exhibit C Section 7 b)

**3. Due Diligence**

The Subcontractor must take timely actions that, taken collectively, move this project to completion. The MOEV Inc. (MOEV) Project Manager will periodically evaluate the project schedule for completion of Scope of Work tasks. If the MOEV Project Manager determines that: (1) the Subcontractor is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, the MOEV Project Manager may recommend that this Agreement be terminated, and MOEV Inc. may terminate this Agreement without prejudice to any of its other remedies.

**4. Payment and Funds**

**a. Reimbursable Cost Requirements**

In addition to any other requirements in this Agreement, MOEV Inc. is only obligated to reimburse the Subcontractor for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

**b. Payment Requests**

The Subcontractor may request payment from MOEV Inc. monthly by submitting its invoice and progress report by the 5th day of the month to be included in the overall invoice and progress report to Energy Commission. MOEV Inc. will initiate payment to Subcontractor only after receipt of full payment from the CEC of the Subcontractor's invoice submitted by MOEV to CEC. Under no circumstances through the course of the project, will MOEV be able to advance any payment to GTrans. The final payment request, including retention, MUST be received by MOEV Inc. no later than the agreement end date.

**c. Invoice Approval and Disputes:**

Each request for payment is subject to MOEV Inc. Project Manager's approval. Payments will be made to the Subcontractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Subcontractor for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

**d. Allowability of Costs**

Please refer to CEC Grant Agreement (Exhibit IV - Exhibit C Section 8 j)

Exhibit II  
Subcontractor Terms and Conditions

e. Payment Request Format

Each request for payment will consist of, but not be limited to, the following:

- 1) An invoice that includes a list of Incurred and Paid Costs. Backup documentation is required at the time of invoice submittal, such as time cards, vendor invoices, and proof of payment (e.g., cancelled checks). The invoice must include the following:
  - a) MOEV Agreement number;
  - b) Date prepared;
  - c) Subcontractor's Federal tax ID number;
  - d) Billing period;
  - e) Subcontractor's actual labor expenditures, including hourly unloaded labor rates by individual name and classification, hours worked, and benefits (fully loaded rates may only be used if they are included in the grant budget);
  - f) Non-labor expenses, including fringe benefits, indirect overhead, and general/administrative expenses;
  - g) Operating expenses, including travel, equipment, materials, and other;
  - h) By budget line item (cost component) category, the budgeted amount, amount billed to date, currently billed amount, and balance of funds;
  - i) Match fund expenditures (if applicable);
  - j) Receipts for travel (including departure and return times), equipment, materials, and miscellaneous; and
- 2) A progress report (in MS Word format) that documents evidence of progress, as described in the Scope of Work for inclusion in the overall progress report to Energy Commission.
- 3) Products prepared by the Subcontractor during the invoicing period, as described in the Scope of Work.

The Subcontractor must submit all invoices to the following address:

MOEV Inc.  
907 Westwood Blvd, Ste 420  
Los Angeles, CA 9002

An electronic copy of the invoices and progress report can be mailed to  
info@moevinc.com

f. Certification

The following certification will be included on each payment request form and signed by the Subcontractor's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I, as an agent of GTrans have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Subcontractor, GTrans, has complied with prevailing wage laws.

g. Retention

**Exhibit II**  
**Subcontractor Terms and Conditions**

Please refer to CEC Grant Agreement (Exhibit IV - Exhibit C Section 8 n). MOEV Inc. will flow down the retention requirement to the Subcontractors. This means that the MOEV will not reimburse the Subcontractor the amount of retention held by the CEC from the invoice submitted by the Subcontractor to MOEV which MOEV would include in its invoice to CEC, until the CEC reimburses in full the retention amount to MOEV.

**5. Budget**

The budget requested by GTrans is attached in Exhibit V.

**6. Reimbursement of expenses to GTrans**

CEC approval on all funds - Each expense that GTrans plans to incur as per The Agreement will be submitted as a request (the "Request") by GTrans to MOEV prior to incurring each expense. Explanations for rebates received by GTrans such as those from the Southern California Edison (SCE) Charge Ready program should be clearly spelled out in the Request and how such rebates reduce the requested amount from CEC. MOEV will subsequently forward GTrans' Request for expenses to CEC for approval by CEC. After MOEV receives an approval, MOEV will forward the approval to GTrans. GTrans may incur expenses based on what is approved by CEC. After the CEC approved expenses are incurred by GTrans, GTrans may forward the invoices for the incurred expenses to MOEV, and upon receiving such invoices from GTrans, MOEV will then forward the invoices to CEC for reimbursement assuming they meet all guidelines for the project as per the terms of the project between CEC and MOEV. After MOEV receives the payment from CEC for the expenses incurred and submitted by GTrans, MOEV will reimburse GTrans according to the CEC rules of disbursement of funds to subcontractors as described in the agreement between CEC and MOEV for The Project. If CEC declines payment of any invoice generated by GTrans, MOEV takes no responsibility for reimbursement of such invoice to GTrans and will forward any responses that accompany such a declination of payment from CEC to GTrans and put best efforts in assisting GTrans in case of such a declination.

**7. Letter of Commitment**

The GTrans original letter of match fund commitment submitted to the CEC Project is attached in Exhibit VI. GTrans will provide the detailed documentation on the BEBs being acquired as matching fund for CEC project. The CEC project requires CEC to approve of this match fund as described in Exhibit IV – CEC Grant Agreement, Exhibit C TERMS AND CONDITIONS.

**8. Insurance**

MOEV will carry insurance by an insurer admitted to do business in the State of California and has a current Best's rating of not less than A-, unless otherwise approved by City. Limits and coverage shall be set as follows:

- A. Coverage, Limits and Policy Requirements. MOEV shall maintain the types of coverage and limits indicated below:

Exhibit II  
Subcontractor Terms and Conditions

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.
2. General Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
3. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
4. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
  - a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.
  - b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.
  - c. For any claims with respect to the Services covered by this Agreement, MOEV's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of MOEV's insurance and shall not contribute with it.

B. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit MOEV's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify MOEV in writing of changes in the insurance requirements. If MOEV does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, MOEV shall be deemed in default hereunder.

C. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by MOEV); or MOEV shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

Exhibit II  
Subcontractor Terms and Conditions

D. Verification of Compliance. MOEV shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, MOEV shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. MOEV shall provide full copies of any requested policies to City within three (3) days of any such request by City.

E. Termination for Lack of Required Coverage. If MOEV, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at MOEV's expense and/or terminate this Agreement.

**9. Termination**

MOEV may terminate the Agreement if CEC terminates the *The Project*. MOEV may also terminate the Agreement if it is determined that MOEV is unable to fulfil the obligations of the The Project to CEC due to delayed tasks such installation or operations of the hardware by GTrans, resulting in a potential risk to the project including potential cancellation and/or loss of funding for The Project by CEC.

**10. Audit**

CEC or MOEV or an entity designated by CEC or MOEV shall have the right to audit GTrans' invoices and the necessary/supporting documents as needed to satisfy any required or requested audit requirements of CEC.



### 1. Standard of Performance

In performing work under the Agreement, GTrans (Subcontractor) and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

### 2. Due Diligence

The Subcontractor must take timely actions that, taken collectively, move this project to completion. The MOEV Inc (MOEV) Project Manager will periodically evaluate the project schedule for completion of Scope of Work tasks. If the MOEV Project Manager determines that: (1) the Subcontractor is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, the MOEV Project Manager may recommend that this Agreement be terminated, and MOEV Inc. may terminate this Agreement without prejudice to any of its other remedies.

### 3. Products

- a. "Products" are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries.
  - The Subcontractor will submit all Products identified in the Scope of Work to the MOEV Project Manager, in the manner and form specified in the Scope of Work. The MOEV Project manager will, in turn, submit the Products to the Energy Commission.
  - The Subcontractor will also submit all Products prepared during the invoicing period to MOEV Inc. along with the invoice, as specified in the MOEV Subcontract Agreement, Exhibit I - Subcontractor Scope of Work.

If the MOEV Project Manager or the Commission Agreement Manager determine that a product is substandard given its description and intended use as described in this Agreement, the MOEV Project Manager, without prejudice to any of its other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. Confidential Products  
Please see Section 18 (Confidentiality, Exhibit C - General Terms and Conditions) for instructions regarding confidential products.
- c. Rights in Products  
The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of "intellectual property." The Subcontractor owns all intellectual property developed under this Agreement (please see the "Intellectual Property" section).

The Subcontractor has a non-exclusive, non-transferable, irrevocable, worldwide, perpetual license to use, publish, translate, modify, and reproduce products that do not fall within the definition of "intellectual property."

- d. Failure to Submit Products



Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

e. Final Report and Payment

The Subcontractor may only submit a request for the final payment (including any retention) after the final Product is completed, submitted to the MOEV Project Manager, and MOEV Inc. has verified satisfactory completion of work.

f. Legal Statements on Products

- 1) All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

**LEGAL NOTICE**

**This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.**

- 2) The Subcontractor will apply copyright notices to all documents prepared for this Agreement that are released to the public (including reports, articles submitted for publication, and all reprints) using the following form or any other form that may be reasonably specified by the Energy Commission.

**" [Year of first publication of product] [the Copyright Holder's name]. All Rights Reserved."**

**4. Travel and Per Diem**

- a. Travel not listed in the budget requires prior written authorization from MOEV Project Manager. MOEV will request approval from CEC and MOEV will inform the Subcontractor of CEC's decision, and if CEC disapproves, MOEV will not accept any invoice that lists travel as an expense.
- b. No reimbursement for food or beverages will be made other than for allowable per diem charges.
- c. The Subcontractor will be reimbursed for authorized travel and per diem up to, but not to exceed, the rates allowed nonrepresented state employees. Current allowable travel reimbursement rates can be obtained from the Commission's web site at: [http://www.energy.ca.gov/contracts/TRAVEL\\_PER\\_DIEM.PDF](http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF).



- d. Travel expense claims must detail expenses using the allowable rates, and the Subcontractor must sign and date each travel expense claim before submitting it to MOEV for payment. Expenses must be listed by trip, including dates and times of departure and return. Travel expense claims supporting receipts and expense documentation must be attached to the Subcontractor's Payment Request. A vehicle license number is required when claiming mileage, parking, or toll charges. Questions regarding allowable travel expenses or per diem should be addressed to the Commission Agreement Manager.

## 5. Prevailing Wage

### a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered "public works" under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non- prevailing wage rates.

### b. Determination of Project's Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Subcontractor is unsure whether the project funded by the Agreement is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Subcontractor is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Subcontractor must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Subcontractor will ensure that its subcontractors also comply with the public works/prevaling wage requirements above. The Subcontractor will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Subcontractor is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Subcontractor or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Subcontractor's sole risk. In such a case, MOEV Inc. will refuse payment to the Subcontractor of any amount under this award and MOEV Inc. will be released, at its option, from any further performance of this Agreement or any portion thereof. The Subcontractor will indemnify MOEV Inc. and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Subcontractor and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Subcontractor's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Subcontractor may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Subcontractor may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Subcontractor has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Subcontractor should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Subcontractor will certify to MOEV Inc. on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Subcontractor and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Subcontractor will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Subcontractor will submit to the Energy Commission the above-described certificate signed by the Subcontractor and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Subcontractor will have no right to any funds under this Agreement, and MOEV Inc. will be relieved of any obligation to pay any funds.

## **6. Recordkeeping, Cost Accounting, and Auditing**

### **a. Cost Accounting**

The Subcontractor will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or MOEV and/or their agents will have the right to examine the Subcontractor's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Subcontractor's reports.

### **b. Accounting Procedures**

The Subcontractor's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Subcontractor uses generally accepted accounting principles and cost reimbursement practices. The Subcontractor's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Subcontractor's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

### **c. Audit Rights**

The Subcontractor will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Subcontractor's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Subcontractor's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Subcontractor's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Subcontractor's final invoice.

The Subcontractor will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Subcontractor will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

d. Refund to the MOEV Inc.

If either MOEV Inc. or CEC determine that any invoiced and paid amounts exceed the actual allowable incurred costs, the Subcontractor will repay the amounts to the MOEV Inc. within thirty (30) days of request. If MOEV Inc. does not receive such repayments, it will be entitled to take actions such as withholding further payments to the Subcontractor and seeking repayment from the Subcontractor.

e. Audit Cost

The Subcontractor will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of: (1) the amount audited; or (2) if a royalty audit, the total royalties due in the period audited. The Subcontractor will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

f. Match or Cost Share

If the budget includes a match share requirement, the Subcontractor's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Subcontractor must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

## **7. Equipment**

Title to equipment acquired by the Subcontractor with grant funds will vest in the Subcontractor. The Subcontractor may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Subcontractor may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without the Commission Agreement Manager's prior written approval.

The Subcontractor may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

## **8. Indemnification**

To the extent allowed under California law, the Subcontractor will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and

employees from any and all claims and losses in connection with the performance of this Agreement.

To the extent allowed under California law, the Subcontractor will indemnify, defend, and hold harmless MOE Inc. and its officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

## **9. Confidentiality**

### **a. Identification of Confidential Information**

- 1) Prior to the effective date of this Agreement, the Subcontractor will identify all products (or information contained within products) that it considers to be confidential, in addition to the legal basis for confidentiality, in Exhibit C - General Terms and Conditions and in Exhibit C1 - Attachments. If the Energy Commission agrees that the information is confidential, it will not disclose it except as provided in subsection (b).
- 2) During the Agreement, if the Subcontractor develops additional products (or information contained within products) not originally anticipated as confidential, it will follow the procedures for a request for designation of confidential information specified in Title 20 California Code of Regulations (CCR) Section 2505.

The Energy Commission's Executive Director will make the confidentiality determination. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment 1 to this Exhibit. The Energy Commission will not disclose information subject to an application for confidential designation except as provided in subsection (b).

- 3) When submitting products containing confidential information, the Subcontractor will mark each page of any document containing confidential information as "confidential", and present it in a sealed package to the Contracts, Grants, and Loans Office.

The MOEV Project Manager may require the Subcontractor to submit a non-confidential version of the product, if it is feasible to separate the confidential information from the non-confidential information. The Subcontractor is not required to submit such products in a sealed package.

### **b. Disclosure of Confidential Information**

The Energy Commission will only disclose confidential information under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508. All confidential information that is legally disclosed by the Subcontractor or any other entity will become a public record and will no longer be subject to the Energy Commission's confidentiality designation.

c. Waiver of Consequential Damages

In no event will MOEV Inc, the Energy Commission, the California Public Utilities Commission, or the state of California be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory for the disclosure of the Subcontractor's confidential information, even if the MOEV or Commission has been advised of the possibility of such damages.

Damages that MOEV Inc, the Energy Commission, the California Public Utilities Commission, and the state of California will not be responsible for include but are not limited to: lost profit; lost savings or revenue; lost goodwill; lost use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property.

d. Limitations on the Disclosure of Products

- 1) During the Agreement, the Subcontractor must receive approval from the Commission Agreement Manager prior to disclosing the contents of any draft product to a third party. However, if the Energy Commission makes a public statement about the content of any product provided by the Subcontractor and the Subcontractor believes the statement is incorrect, the Subcontractor may state publicly what it believes is correct.
- 2) Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, the Subcontractor may not disclose any information provided to it by the Energy Commission for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation. At the election of the Commission Agreement Manager, the Subcontractor, and its employees must execute a confidentiality agreement provided by the Commission Agreement Manager.
- 3) The Subcontractor will ensure that each of its officers, employees, and subcontractors who are involved in the performance of this Agreement are informed about these disclosure limitations and will abide by them.

**10. Pre-Existing and Independently Funded Intellectual Property via Flow-Down Provision of the Energy Commission Contract to the Subcontractor**

a. Ownership

The Energy Commission makes no ownership, license, or royalty claims to pre-existing intellectual property, independently funded intellectual property, or project-relevant pre-existing or independently funded intellectual property. **"Ownership"** means exclusive possession and control of all rights to property, including the right to use and transfer property. Intellectual property licenses and royalties are discussed in Sections 20 and 21 in Exhibit C - General Terms and Conditions.

- 1) **“Pre-existing intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that the Subcontractor or a third party owned or possessed prior to the effective date of this Agreement and that have not been developed, altered, or reduced to practice with Energy Commission or match funds; and (b) associated proprietary rights to these items that are obtained without Energy Commission or match funds, such as patent and copyright.
- 2) **“Independently funded intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice by the Subcontractor or a third party during or after the Agreement term without Energy Commission or match funds; and (b) associated proprietary rights to these items that are obtained without Energy Commission or match funds, such as patent and copyright.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices. The Commission owns such products regardless of their funding source.

- 3) **“Project-relevant pre-existing intellectual property”** and **“project-relevant independently funded intellectual property”** mean pre-existing and independently funded intellectual property used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.

b. Project-Relevant Pre-Existing and Independently Funded Intellectual Property

- 1) Identification of Property
  - a) The Subcontractor will identify all project-relevant pre-existing intellectual property in Attachment 1 to this Exhibit prior to the effective date of the Agreement, or within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement. Exhibit C1 - Attachments may be amended (see the “Amendments” section).
  - b) The Subcontractor will identify all project-relevant independently funded intellectual property and the source of funding for the property in Exhibit C1 - Attachments to this Exhibit within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.
  - c) Failure to identify project-relevant pre-existing or independently funded intellectual property in Attachment 1 to this Exhibit may result in the property’s designation as “intellectual property” that is subject to licenses and royalties, as described in Sections 20 and 21 in Exhibit C - General Terms and Conditions.

2) Access to Property

The extent of Energy Commission and California Public Utilities Commission access to project-relevant pre-existing and independently funded intellectual property is limited to that reasonably necessary to: (a) demonstrate the validity of any premise, postulate, or conclusion referred to or expressed in any product; or (b) establish a baseline for repayment purposes.

Upon the Commission Agreement Manager's request, the Subcontractor will provide the Commission Agreement Manager and any reviewers designated by the Energy Commission or the California Public Utilities Commission with access to review the Subcontractor's project-relevant pre-existing and independently funded intellectual property. If the property has been designated as confidential as specified in Section 18, the Energy Commission will only disclose it under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508.

3) Preservation of Property

The Subcontractor will preserve any project-relevant pre-existing or independently funded intellectual property at its own expense for at least ten (10) years from the Agreement's end date, unless the Subcontractor agrees to a longer retention period.

The Energy Commission and the California Public Utilities Commission will have reasonable access to the project-relevant pre-existing or independently funded property throughout the retention period.

## 11. Intellectual Property

a. Ownership

- 1) The Subcontractor owns all intellectual property, subject to the licenses described in subsection b.

**"Intellectual property"** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- 2) The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of "intellectual property."



**“Product”** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

b. Intellectual Property Licenses

- 1) Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes. The licenses are transferable only to load-serving entities for the purpose described below.
- 2) Under limited circumstances, both the Energy Commission and the California Public Utilities Commission may grant load-serving entities a no- cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property to enhance the entities’ service to EPIC ratepayers. **The intellectual property that may be licensed to load-serving entities is limited to analytical tools and models that can be used to inform distribution planning and decision-making that benefits electric ratepayers.**

**“Load-serving entity”** means a company or other organization that provides electricity to EPIC ratepayers.

The licenses are transferable to third parties only for the purpose of facilitating the load-serving entity’s enhancement of service to EPIC ratepayers. Load-serving entities must obtain prior written approval from the Energy Commission or California Public Utilities Commission (whichever agency granted the load-serving entity the license) in order to transfer the license to a third party.

- 3) The Subcontractor has a non-exclusive, non-transferable, irrevocable, worldwide, perpetual license to use, publish, translate, modify, and reproduce written products created for Agreement reporting and management purposes, such as reports and summaries.
- 4) If any intellectual property that is subject to the licenses above has been designated as confidential as specified in Section 18, all license holders will only disclose the intellectual property under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508.

All license holders will ensure that their officers, employees, and subcontractors who have access to the intellectual property are informed of and abide by the disclosure limitations in Section 18 of Exhibit C - General Terms and Conditions.

c. Energy Commission’s Rights to Inventions

**“Invention”** means intellectual property that is patentable.

1) March-In Rights

At the Energy Commission’s request, the Subcontractor will forfeit and assign to the Energy Commission all rights to any invention (with the exception of U.S.

Department of Energy reserved rights) if the Subcontractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the invention. The Energy Commission will have the unfettered right to use and/or dispose of the rights in whatever manner it deems most suitable to help transfer the invention into the marketplace, including but not limited to seeking patent protection or licensing the invention.

2) Notice of Patent

If any patent is issued for an invention, the Subcontractor will send the Commission Agreement Manager written notice of the issuance within three (3) months of the issuance date. The notice must include the patent title, issuance number, and a general description of the invention.

3) Legal Notice

The Subcontractor and all persons and/or entities obtaining an ownership interest in patentable intellectual property must include the following statement within the specification of any United States patent application, and any subsequently issued patent for the invention:

**"This invention was made with State of California support under California Energy Commission grant number EPC-20-038. The Energy Commission has certain rights to this invention."**

d. Access to and Preservation of Intellectual Property

1) Access to Intellectual Property

Upon the Commission Agreement Manager's request, the Subcontractor will provide the Commission Agreement Manager and any individuals designated by the Energy Commission or the California Public Utilities Commission with access to the Subcontractor's intellectual property in order to exercise the license and march-in rights described above, and to determine any royalty payments due under the Agreement.

2) Preservation of Intellectual Property

The Subcontractor will preserve intellectual property at its own expense for at least ten (10) years from the Agreement's end date, unless the Subcontractor agrees to a longer retention period.

e. Intellectual Property Indemnity

The Subcontractor may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

The Subcontractor will defend and indemnify MOEV Inc., the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including

court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Subcontractor or its employees, subcontractors, or agents in connection with or related to the products or the Subcontractor's performance under this Agreement.

## 12. Royalty Payments to the Commission

"Sale," "sales," and "sold" mean the sale, license, lease, or other transfer of intellectual property. Sales Price" means the price at which intellectual property is sold, excluding sales tax.

- a. The Subcontractor will pay the Energy Commission a royalty of one and one-half percent (1.5%) of the sales price of all sales for which the Subcontractor receives a payment, beginning on the Agreement's effective date and extending for ten (10) years from the Agreement's end date.
- b. The Subcontractor will make payments in annual installments due on the first day of March in the calendar year immediately following the year during which the Subcontractor received any payment for sales.
- c. The Subcontractor is not required to make a royalty payment for any calendar year in which payments for sales are less than \$1000. Total royalty payments will be limited to three (3) times the amount of funds paid by the Energy Commission under the Agreement.
- d. If intellectual property was developed in part with match funds during the Agreement term, the royalty payment will be reduced in accordance with the percentage of intellectual property development activities that were funded with match funds. For example, if 10% of the development activities were funded with match funds during the Agreement and payments for sales totaled \$100,000 in one year, the Subcontractor would owe the Energy Commission \$1350 for the year ( $1.5\% \text{ of } \$100,000 = \$1500$ ;  $10\% \text{ of } \$1500 = \$150$ ;  $\$1500 - \$150 = \$1350$ ).

If the Energy Commission is providing funds to the Subcontractor under this Agreement as a project match partner and Energy Commission funds are used in part to develop intellectual property, the royalty payments will be reduced in accordance with the percentage of intellectual property development activities that were funded with non-Energy Commission funds during the Agreement term. For example, if 80% of the development activities were funded with Subcontractor and/or third party funds during the Agreement and payments for sales totaled \$100,000 in one year, the Subcontractor would owe the Energy Commission \$300 for the year ( $1.5\% \text{ of } \$100,000 = \$1500$ ;  $80\% \text{ of } \$1500 = \$1200$ ;  $\$1500 - \$1200 = \$300$ ).

- e. The Subcontractor may make an early buyout payment to the Energy Commission without a pre-payment penalty, as an alternative to making annual royalty payments for ten (10) years following the Agreement's end date. The payment must be in a lump sum amount equal to one and a half (1.5) times the amount of funds paid by the Energy Commission under the Agreement and made within five (5) years of the Agreement's end date. The payment amount due under the early buyout option will not be reduced by the percentage of match funds as described above.
- f. The Subcontractor may not make any sale of intellectual property for consideration other than fair market value. Such activity constitutes breach of this Agreement, and will obligate the Subcontractor to repay within sixty (60) days the early buyout amount due. In the event of breach, the Energy Commission may exercise all rights and remedies available to it under law and at equity.
- g. Royalty payments not made within fifteen (15) days of the due date will constitute breach of this Agreement. The payments will become debt obligations of the Subcontractor to the Energy Commission, due upon demand and bearing interest at the maximum interest rate allowed by law.
- h. The Subcontractor will maintain separate accounts within its financial and other records for the purpose of tracking components of sales and royalties due to the Energy Commission under this Agreement.
- i. Payments to the Energy Commission are subject to audit as provided for under the Recordkeeping, Cost Accounting, and Auditing section.
- j. The Subcontractor will include these royalty provisions in its agreements with all subcontractors who develop or assist with the development of intellectual property.

### **13. General Provisions**

#### **a. Governing Law**

This Agreement is governed by the laws of the State of California as to interpretation and performance.

#### **b. Independent Capacity**

In the performance of this Agreement, the Subcontractor and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

#### **c. Assignment**

This Agreement is not assignable or transferable by the Subcontractor either in whole or in part without the consent of the Energy Commission in the form of an amendment.

#### **d. Timeliness**

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Subcontractor and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Subcontractor will promptly notify the Energy Commission of the occurrence of any of the following:
  - a) A change of address.
  - b) A change in business name or ownership.
  - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.
  - d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
  - e) Receipt of notice of any claim or potential claim against the Subcontractor for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Subcontractor must provide the Commission Agreement Manager with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Subcontractor), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products") Payment of Funds (Section 8) in Exhibit C - General Terms and Conditions.
- Recordkeeping, Cost Accounting, and Auditing (Section 11) Equipment (Section 14) in Exhibit C - General Terms and Conditions.
- Termination (Section 16) in Exhibit C - General Terms and Conditions.
- Indemnification (Section 17) in Exhibit C - General Terms and Conditions.
- Pre-Existing and Independently Funded Intellectual Property (Section 19) Intellectual Property (Section 20) in Exhibit C - General Terms and Conditions.
- Royalty Payments to the Commission (Section 21) in Exhibit C - General Terms and Conditions.
- California Taxpayer Access to Publicly Funded Research Act (Section 24) Change in Business in Exhibit C - General Terms and Conditions.
- Access to Sites and Records in Exhibit C - General Terms and Conditions.

#### **14. Certifications and Compliance**

a. Federal, State, and Local Laws

The Subcontractor must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Subcontractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Subcontractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Subcontractor and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this

Agreement by reference and made a part of it as if set forth in full. The Subcontractor and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Subcontractor will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Subcontractor certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Subcontractor may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Subcontractor has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Subcontractor, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Subcontractor within the immediately preceding two year period because of the Subcontractor's failure to comply with an order of a federal court that orders the Subcontractor to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Subcontractor acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Subcontractor will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Subcontractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

## 15. California Taxpayer Access to Publicly Funded Research Act

- a. As a condition to receiving funding under this Agreement, the Subcontractor agrees to fully comply with the California Taxpayer Access to Publicly Funded Research Act (California Government Code sections 13989 et seq., the "Act") and provisions of this section, which apply to publications describing knowledge, an invention, or technology funded within the scope of this Agreement.
- b. For purposes of complying with the Act and this section of the Agreement, the following definitions shall apply.
  - 1) "Peer-Reviewed Manuscript" means a manuscript after it has been peer reviewed and in the form in which it has been accepted for publication in a scientific journal.
  - 2) "Research Grant" in the Act and "this Agreement" in this section mean this Agreement.



- 3) "State Agency" in the Act means the Energy Commission.
- c. The Subcontractor shall provide for free public access to any Peer-Reviewed Manuscript developed within the scope of this Agreement.
  - d. The Subcontractor shall ensure that any publishing or copyright agreements concerning Peer-Reviewed Manuscripts:
    - 1) Fully comply with California Government Code section 13989.6;
    - 2) Do not conflict with the Energy Commission's rights under this Agreement;
    - 3) Secure for the Energy Commission the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 20; and
    - 4) Recognize the free public access to the Peer-Reviewed Manuscript.
  - e. The Subcontractor shall report to the Energy Commission the final disposition of any Peer-Reviewed Manuscript, including but not limited to if it was published; when it was published; where it was published; and, when the 12-month time period expires, where the Peer-Reviewed Manuscript will be available for open access.
  - f. Not later than 12 months after the official date of publication, or sooner if specified in the Schedule of Products, the Subcontractor shall make available to the Energy Commission an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement.
  - g. The Subcontractor shall make publicly accessible an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement, not later than 12 months after the official date of publication, on a repository approved in writing by the Energy Commission, including but not limited to the University of California's eScholarship Repository at the California Digital Library; the California State University's ScholarWorks at the Systemwide Digital Library; or PubMed Central. The Subcontractor shall notify the Energy Commission when the Peer-Reviewed Manuscript is available on an Energy Commission-approved repository.
  - h. If the Subcontractor is unable to ensure that its Peer-Reviewed Manuscript is accessible on an Energy Commission-approved, publicly accessible repository, the Subcontractor may comply by providing the manuscript to the Energy Commission not later than 12 months after the official date of publication.
  - i. For any publications other than a Peer-Reviewed Manuscript, (herein referred to as "Other Publications") including scientific meeting abstracts, developed within the scope of this Agreement, the Subcontractor shall:
    - 1) Provide an electronic version of the Other Publications to the Energy Commission not later than 12 months after the official date of publication.
    - 2) Ensure that any publishing or copyright agreements concerning Other Publications:

- i. Do not conflict with the Energy Commission's rights under this Agreement.
  - ii. Secure for the Energy Commission the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 20 of Exhibit C - General Terms and Conditions.
- j. The Act states that "Grantees are authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution." Subcontractor agrees that for purposes of this Agreement, the Subcontractor is only authorized to use funds under this Agreement, including Matching funds, for these purposes if the expenses are included in the Agreement's Budget and meet the other Agreement requirements for payment, including that the Commission will only reimburse the Subcontractor for expenditures incurred during the Agreement term. If these expenses are not included in the Budget, both parties must agree and amend the Budget to include such expenditures before Subcontractor is authorized to use Agreement funds, either reimbursable expenses or match, for these purposes.
- k. Should a conflict exist between the terms in this Section and other terms of this Agreement, the terms in Section 24 of Exhibit C - General Terms and Conditions prevail.

## Exhibit A Scope of Work

### I. TASK ACRONYM/TERM LISTS

#### A. Task List

Task #	CPR <sup>1</sup>	Task Name
1		General Project Tasks
2		Site Survey, System Engineering Design and Use Case Development
3	X	Equipment Acquisition and Construction Planning
4		Construction, System Deployment, and Testing
5		Demonstration, Validation, Improvement and Maintenance
6		Data Collection and Analysis
7		Community Outreach and Education
8		Evaluation of Project Benefits
9		Technology/Knowledge Transfer Activities

#### B. Acronym/Term List

Acronym/Term	Meaning
AI	Artificial Intelligence
BEB	Battery Electric Bus
BESS	Battery Energy Storage System
BMS	Battery Management System
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CAPEX	Capital Expenses
CEC	California Energy Commission
CPR	Critical Project Review
DER	Distributed Energy Resources
DR	Demand Response
EV	Electric Vehicle
FCMS	Fleet Charging Managing System
GHG	Greenhouse gas
GVWR	Gross Vehicle Weight Rating
MDHD	Medium Duty and Heavy Duty
ML	Machine Learning
OPEX	Operating Expenses
PV	Solar Photovoltaic

<sup>1</sup> Please see subtask 1.3 in Part III of the Scope of Work (General Project Tasks) for a description of Critical Project Review (CPR) Meetings.

**Exhibit A**  
**Scope of Work**

TAC	Technical Advisory Committee
TOU	Time of Use electricity pricing

**II. PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES**

**A. Purpose of Agreement**

The purpose of this Agreement is to fund the demonstration of an integrated Distributed Energy Resources (DER) smart charging platform, and evaluate the potential of efficiently supporting electric vehicle (EV) charging infrastructure for medium-duty and heavy-duty (MDHD) zero-emission transit bus fleets.

**B. Problem/ Solution Statement**

**Problem**

Electrification of large weight-class vehicles such as heavy-duty buses is challenging and costly due to high-power charging needs, demanding duty cycles, and large amounts of energy required. This results in a high cost of electrification to transit fleet operators due to up-front electric infrastructure (CAPEX) and higher operating expenses (OPEX). The costs of both OPEX and CAPEX have proven to be a significant hurdle in transportation electrification broadly, however, these expenses are more pronounced in MDHD applications where higher power requirements are needed. To accelerate electrification of public transport, there needs to be a better understanding of the drivers behind the total cost of operation and solutions to make electrification of these MDHD fleets more economically viable. Also, installing charging infrastructure for heavy duty vehicles in urban locations where space is already at a premium continues to be a challenge. Further, as transportation electrification is accelerated, it becomes even more critical that we continue to decarbonize the electric grid to realize the full benefits of transitioning these fleets to electric.

**Solution**

The Recipient's solution is an Artificial Intelligence (AI)-driven smart charging platform that creates a behind-the-meter DER control system to achieve the goals of the project. The technology is intended to optimize cost and resiliency, and maximize renewable integration using the Recipient's AI-based Fleet Charging Managing System (FCMS) by integrating key DERs assets behind the meter that include: Battery Electric Bus (BEBs), chargers, battery storage and solar photovoltaic (PV), for a MDHD fleet electrification application.

Firstly, this technology uses AI based machine learning (ML) to estimate energy consumption for each BEB using as input metering data from EV chargers in combination with telematics based variables such as vehicle weight, driving route and speed, ambient temperature, and grade, in order to optimize energy transfer between the DER assets behind the meter. Fleet vehicles being parked overnight also allow a charging port to be multiplexed and shared by multiple vehicles, thereby reducing operating space and the cost of installing additional charging ports. Secondly, ML prediction based on history of the charging profile with time as well as the history of fleet operations, in combination with real-time data, modifies charging schedules to optimize around Time of Use (TOU) pricing and simultaneously reduces peaks by shifting charging to non-peak time slots so as to minimize utility demand charges - thus lowering the electric bill. Further, the

## **Exhibit A**

### **Scope of Work**

system collates charging sessions to maximize the amount of renewable generation being used. Integrating with the key DER assets behind the meter also enables the integrated DER solution to provide grid resiliency using a combination of peak load reduction, and load shifting and shaping to support demand response (DR) needs of the grid. Finally, this demonstration will include the use of AI-driven software to manage the charging ports, vehicles, battery energy storage system (BESS), and renewable generation system, thereby providing an optimum benefit to all participating stakeholders using the DER design and integration.

#### **C. Goals and Objectives of the Agreement**

##### **Agreement Goals**

The goals of this Agreement are to:

- Reduce greenhouse gas (GHG) emissions from the bus fleet – GHG emissions will be reduced by replacement of internal combustion engine buses with BEBs in the fleet in combination with using local solar PV generation to provide electricity to the BEBs.
- Maximize the utilization of renewable energy source – By performing AI-based smart management of charging in combination with Solar PV and BESS, the project will demonstrate how to maximize the utilization of solar to fuel the BEBs.
- Lower the overall charging costs - The AI and ML based approaches utilized in this project lower the peak load for charging BEBs, thereby lowering demand charges, and in turn reducing overall charging costs.
- Provide resiliency by demonstrating a smart charging platform that enables quick replicability and scalability for MDHD electric vehicle fleets – The MOEV software will integrate DERs including EV chargers, solar photovoltaic (PV) on-site generation and a battery energy storage system (BESS) using MOEV AI™, to manage these energy assets when the utility requests load curtailment via demand response (DR). This enables the resiliency goals of the project.

Ratepayer Benefits:<sup>2</sup> This Agreement is intended to result in ratepayer benefits including greater electricity reliability and lower costs by deploying the Recipient's smart charging technology combined with the integration of DERs to enable flexible support capability of the grid. The Recipient's innovative AI based ML technology is designed to optimize management of MDHD EV charging to minimize OPEX and maximize the utilization of existing infrastructure, reducing CAPEX. An integrated DER approach using our AI system provides a flexible support capability for the grid.

The Recipient software integrates DERs including solar PV on-site generation and a BESS using Recipient's MOEV AI™, which can effectively manage these energy assets, creating flexibility to shift loads based on utility signals and current grid needs. The demonstration site can respond rapidly to utility signals by relying on its own local generation or storage or even shifting when a vehicle is being charged, resulting in a more resilient and reliable grid. By participating in DR programs, the DER integrated AI solution enables lowering the peak loads for the grid operators, who can then pass on the savings to consumers. Finally, the ability to add greater amounts of renewables, solar in this instance, helps grid operators solve the CAISO reported solar duck

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<sup>2</sup> California Public Resources Code, Section 25711.5(a) requires projects funded by the Electric Program Investment Charge (EPIC) to result in ratepayer benefits. The California Public Utilities Commission, which established the EPIC in 2011, defines ratepayer benefits as greater reliability, lower costs, and increased safety (See CPUC "Phase 2" Decision 12-05-037 at page 19, May 24, 2012, [http://docs.cpuc.ca.gov/PublishedDocs/WORD\\_PDF/FINAL\\_DECISION/167664.PDF](http://docs.cpuc.ca.gov/PublishedDocs/WORD_PDF/FINAL_DECISION/167664.PDF)).



## Exhibit A Scope of Work

phenomenon thereby further lowering the cost of electricity since solar is now cheaper than most fossil fuel based sources, resulting in cheap yet clean energy for the ratepayers.

Technological Advancement and Breakthroughs: This Agreement is intended to lead to technological advancement and breakthroughs to overcome barriers to the achievement of the State of California's energy goals. In particular, the California renewable portfolio standard requires that 60% of retail sales of electricity in California come from eligible renewable resources by 2020 and 100% come from eligible renewable and zero-carbon resources by 2045. Barriers to achieving these goals include high cost of managing the grid with more renewables, challenges associated with the intermittency of renewables including the added complexity of having a resilient grid that is dynamically controllable. In response to this need, the Recipient proposes a technology development and demonstration project to evaluate cost management, resilience, and renewable integration using the Recipient's MOEV AI™- the Recipient's AI-based FCMS with integrated DERs including EVs, chargers, battery storage and PV, for a MDHD fleet electrification application.

The Recipient combines two key technologies which when demonstrated and deployed together with BEBs will result in substantial breakthrough, as follows:

1) Multiplexing – Multiplexing is a patented technology being commercialized by the Recipient in which a single circuit is connected to multiple charge ports enabling multiple vehicles to be charged simultaneously and dynamically controlled with different levels of power in each vehicle<sup>3, 4, 5</sup>. This current sharing control is performed via the MOEV Internet Cloud AI software that performs smart EV charging management and is based on the individual mileage needs of the vehicle. This multiplexing approach has on average been shown to deliver 2.8 times more charging sessions and 1.5 times more energy delivered than conventional level 2 EV chargers<sup>6, 7</sup> for a quad charger (four outlets per charger) thereby minimizing the need for capacity upgrades and reducing CAPEX both for the utility and the site.

2) AI based peak minimization: the Recipient has developed AI software architecture that utilizes data, both historical and real time, from the EV chargers, from an app used by the driver, from telematics data in the vehicle, and from weather and traffic information in combination with electricity pricing from the utility to first predict energy consumption by each individual EV and then to control when the EV is charged or discharged. This control using AI-based ML is done with the objective to minimize peak load via our smart charge algorithms, resulting in a modified charging profile, thereby minimizing demand charges and reducing OPEX. It is the combination

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<sup>3</sup> R. Gadh, C. Chung, C. Chu, and L. Qiu, "Power Control Apparatus and Methods for Electric Vehicles", US9290104 B2, Aug. 24, 2013. (GRANTED)

<sup>4</sup> R. Gadh, C. Chung, L. Qiu, and C. Chu, "Network Based Management for Multiplexed Electric Vehicle Charging", US9620970B2, Nov. 30, 2011. (GRANTED)

<sup>5</sup> R. Gadh, S. Mal, S. Prabhu, C. Chu, J. Panchal, O. Sheikh, C. Chung, L. He, B. Xiao, and Y. Shi, "Smart Electric Vehicle (EV) Charging and Grid Integration Apparatus and Methods," US9026347B2, Jun. 10, 2010. (GRANTED)

<sup>6</sup> "Next Generation of Storage - Virtual Battery", MOEV CALSEED Project final Report, October, 2019.

<sup>7</sup> "Demonstrating Plug-in Electric Vehicles Smart Charging and Storage Supporting the Grid" Final Project Report, August 2018, <https://www2.energy.ca.gov/2018publications/CEC-500-2018-020/CEC-500-2018-020.pdf>  
"Next Generation of Storage - Virtual Battery", MOEV CALSEED Project final Report, October, 2019.

**Exhibit A**  
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of (1) and (2) that results in the breakthrough in EV charging that helps California to reach its statutory energy goals.

**Agreement Objectives**

The objectives of this Agreement are to:

- Design and deploy an AI-driven smart charging platform which integrates DERs for charging a BEB Transit Fleet and includes BESS, on-site PV, and electric vehicle chargers.
- Demonstrate and validate project benefits in energy cost savings, GHG reduction, peak load reduction and ensuing demand charge reduction, DR, increase in renewables achieved with AI-based DER approach, and enhanced grid resilience capability.

## Exhibit A Scope of Work

### TASK I GENERAL PROJECT TASKS

#### PRODUCTS

##### Subtask 1.1 Products

The goal of this subtask is to establish the requirements for submitting project products (e.g., reports, summaries, plans, and presentation materials). Unless otherwise specified by the Commission Agreement Manager (CAM), the Recipient must deliver products as required below by the dates listed in the **Project Schedule (Part V)**. All products submitted which will be viewed by the public, must comply with the accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All technical tasks should include product(s). Products that require a draft version are indicated by marking “**(draft and final)**” after the product name in the “Products” section of the task/subtask. If “(draft and final)” does not appear after the product name, only a final version of the product is required. With respect to due dates within this Scope of Work, “**days**” means working days.

##### The Recipient shall:

###### For products that require a draft version, including the Final Report Outline and Final Report

- Submit all draft products to the CAM for review and comment in accordance with the Project Schedule (Part V). The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt, unless otherwise specified in the task/subtask for which the product is required.
- Consider incorporating all CAM comments into the final product. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product.
- Submit the revised product and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

###### For products that require a final version only

- Submit the product to the CAM for acceptance. The CAM may request minor revisions or explanations prior to acceptance.

###### For all products

- Submit all data and documents required as products in accordance with the following:

###### Instructions for Submitting Electronic Files and Developing Software:

###### ○ **Electronic File Format**

- Submit all data and documents required as products under this Agreement in an electronic file format that is fully editable and compatible with the California Energy Commission’s (CEC) software and Microsoft (MS)-operating computing platforms, or with any other format approved by the CAM. Deliver an electronic copy of the full text of any Agreement data and documents in a format specified by the CAM, such as memory stick.

The following describes the accepted formats for electronic data and documents provided to the CEC as products under this Agreement, and establishes the software versions that will be required to review and approve all software products:



## **Exhibit A**

### **Scope of Work**

- Data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.
- Text documents will be in MS Word file format, version 2007 or later.
- Project management documents will be in Microsoft Project file format, version 2007 or later.
- **Software Application Development**

Use the following standard Application Architecture components in compatible versions for any software application development required by this Agreement (e.g., databases, models, modeling tools), unless the CAM approves other software applications such as open source programs:

  - Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
  - Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5.
  - Visual Studio.NET (version 2008 and up). Recommend 2010.
  - C# Programming Language with Presentation (UI), Business Object and Data Layers.
  - SQL (Structured Query Language).
  - Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
  - Microsoft SQL Reporting Services. Recommend 2008 R2.
  - XML (external interfaces).

Any exceptions to the Electronic File Format requirements above must be approved in writing by the CAM. The CAM will consult with the CEC's Information Technology Services Branch to determine whether the exceptions are allowable.

## **MEETINGS**

### **Subtask 1.2 Kick-off Meeting**

The goal of this subtask is to establish the lines of communication and procedures for implementing this Agreement.

#### **The Recipient shall:**

- Attend a "Kick-off" meeting with the CAM, the Commission Agreement Officer (CAO), and any other CEC staff relevant to the Agreement. The Recipient will bring its Project Manager and any other individuals designated by the CAM to this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The administrative portion of the meeting will include discussion of the following:

- Terms and conditions of the Agreement;
- Invoicing and auditing procedures;
- Administrative products (subtask 1.1);
- CPR meetings (subtask 1.3);
- Match fund documentation (subtask 1.7);
- Permit documentation (subtask 1.8);
- Subcontracts (subtask 1.9); and

## **Exhibit A**

### **Scope of Work**

- Any other relevant topics.

The technical portion of the meeting will include discussion of the following:

- The CAM's expectations for accomplishing tasks described in the Scope of Work;
  - An updated Project Schedule;
  - Technical products (subtask 1.1);
  - Progress reports (subtask 1.5);
  - Final Report (subtask 1.6);
  - Technical Advisory Committee meetings (subtasks 1.10 and 1.11); and
  - Any other relevant topics.
- Provide *Kick-off Meeting Presentation* to include but not limited to:
    - Project overview (i.e. project description, goals and objectives, technical tasks, expected benefits, etc.)
    - Project schedule that identifies milestones
    - List of potential risk factors and hurdles, and mitigation strategy
  - Provide an *Updated Project Schedule, Match Funds Status Letter, and Permit Status Letter*, as needed to reflect any changes in the documents.

#### **The CAM shall:**

- Designate the date and location of the meeting.
- Send the Recipient a *Kick-off Meeting Agenda*.

#### **Recipient Products:**

- Kick-off Meeting Presentation
- Updated Project Schedule (*if applicable*)
- Match Funds Status Letter (subtask 1.7) (*if applicable*)
- Permit Status Letter (subtask 1.8) (*if applicable*)

#### **CAM Product:**

- Kick-off Meeting Agenda

#### **Subtask 1.3 Critical Project Review (CPR) Meetings**

The goal of this subtask is to determine if the project should continue to receive CEC funding, and if so whether any modifications must be made to the tasks, products, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the CEC and the Recipient. As determined by the CAM, discussions may include project status, challenges, successes, advisory group findings and recommendations, final report preparation, and progress on technical transfer and production readiness activities (if applicable). Participants will include the CAM and the Recipient and may include the CAO and any other individuals selected by the CAM to provide support to the CEC.

CPR meetings generally take place at key, predetermined points in the Agreement, as determined by the CAM and as shown in the Task List on page 1 of this Exhibit. However, the CAM may schedule additional CPR meetings as necessary. The budget will be reallocated to cover the additional costs borne by the Recipient, but the overall Agreement amount will not increase. CPR meetings generally take place at the CEC, but they may take place at another location, or may be conducted via electronic conferencing (e.g., WebEx) as determined by the CAM.

## **Exhibit A Scope of Work**

### **The Recipient shall:**

- Prepare and submit a *CPR Report* for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.
- Attend the CPR meeting.
- Present the CPR Report and any other required information at each CPR meeting.

### **The CAM shall:**

- Determine the location, date, and time of each CPR meeting with the Recipient's input.
- Send the Recipient a *CPR Agenda* with a list of expected CPR participants in advance of the CPR meeting. If applicable, the agenda will include a discussion of match funding and permits.
- Conduct and make a record of each CPR meeting. Provide the Recipient with a schedule for providing a Progress Determination on continuation of the project.
- Determine whether to continue the project, and if so whether modifications are needed to the tasks, schedule, products, or budget for the remainder of the Agreement. If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Deputy Director of the Energy Research and Development Division.
- Provide the Recipient with a *Progress Determination* on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Recipient revise one or more products.

### **Recipient Products:**

- CPR Report(s)

### **CAM Products:**

- CPR Agenda
- Progress Determination

### **Subtask 1.4 Final Meeting**

The goal of this subtask is to complete the closeout of this Agreement.

### **The Recipient shall:**

- Meet with CEC staff to present project findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by the Recipient and CAM, at a minimum. The meeting may occur in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be divided into two separate meetings at the CAM's discretion.

- The technical portion of the meeting will involve the presentation of findings, conclusions, and recommended next steps (if any) for the Agreement. The CAM will determine the appropriate meeting participants.
- The administrative portion of the meeting will involve a discussion with the CAM and the CAO of the following Agreement closeout items:
  - Disposition of any procured equipment.
  - The CEC's request for specific "generated" data (not already provided in Agreement products).

## **Exhibit A**

### **Scope of Work**

- Need to document the Recipient's disclosure of "subject inventions" developed under the Agreement.
- "Surviving" Agreement provisions such as repayment provisions and confidential products.
- Final invoicing and release of retention.
- Prepare a *Final Meeting Agreement Summary* that documents any agreement made between the Recipient and Commission staff during the meeting.
- Prepare a *Schedule for Completing Agreement Closeout Activities*.
- Provide copies of *All Final Products* on a USB memory stick, organized by the tasks in the Agreement.

#### **Products:**

- Final Meeting Agreement Summary (*if applicable*)
- Schedule for Completing Agreement Closeout Activities
- All Final Products

### **REPORTS AND INVOICES**

#### **Subtask 1.5 Progress Reports and Invoices**

The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress is made towards achieving the project objectives of this Agreement; and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

#### **The Recipient shall:**

- Submit a monthly *Progress Report* to the CAM. Each progress report must:
  - Summarize progress made on all Agreement activities as specified in the scope of work for the preceding month, including accomplishments, problems, milestones, products, schedule, fiscal status, and an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. See the Progress Report Format Attachment for the recommended specifications.
- Submit a monthly or quarterly *Invoice* that follows the instructions in the "Payment of Funds" section of the terms and conditions, including a financial report on Match Funds and in-state expenditures.

#### **Products:**

- Progress Reports
- Invoices

#### **Subtask 1.6 Final Report**

The goal of this subtask is to prepare a comprehensive Final Report that describes the original purpose, approach, results, and conclusions of the work performed under this Agreement. When creating the Final Report Outline and the Final Report, the Recipient must use the CEC Style Manual provided by the CAM.

##### **Subtask 1.6.1 Final Report Outline**

#### **The Recipient shall:**

- Prepare a *Final Report Outline* in accordance with the *Energy Commission Style Manual* provided by the CAM.

## Exhibit A Scope of Work

### Recipient Products:

- Final Report Outline (draft and final)

### CAM Product:

- Energy Commission Style Manual
- Comments on Draft Final Report Outline
- Acceptance of Final Report Outline

### Subtask 1.6.2 Final Report

#### The Recipient shall:

- Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline, Energy Commission Style Manual, and Final Report Template provided by the CAM with the following considerations:
  - Ensure that the report includes the following items, in the following order:
    - Cover page (**required**)
    - Credits page on the reverse side of cover with legal disclaimer (**required**)
    - Acknowledgements page (optional)
    - Preface (**required**)
    - Abstract, keywords, and citation page (**required**)
    - Table of Contents (**required**, followed by List of Figures and List of Tables, if needed)
    - Executive summary (**required**)
    - Body of the report (**required**)
    - References (if applicable)
    - Glossary/Acronyms (If more than 10 acronyms or abbreviations are used, it is required.)
    - Bibliography (if applicable)
    - Appendices (if applicable) (Create a separate volume if very large.)
    - Attachments (if applicable)
- Submit a draft of the Executive Summary to the TAC for review and comment.
- Develop and submit a *Summary of TAC Comments* received on the Executive Summary. For each comment received, the recipient will identify in the summary the following:
  - Comments the recipient proposes to incorporate.
  - Comments the recipient does propose to incorporate and an explanation for why.
- Submit a draft of the report to the CAM for review and comment. The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt.
- Incorporate all CAM comments into the *Final Report*. If the Recipient disagrees with any comment, provide a *Written Responses to Comments* explaining why the comments were not incorporated into the final product.
- Submit the revised *Final Report* electronically with any Written Responses to Comments within 10 days of receipt of CAM's Written Comments on the Draft Final Report, unless the CAM specifies a longer time period or approves a request for additional time.

### Products:

- Summary of TAC Comments
- Draft Final Report
- Written Responses to Comments (*if applicable*)

## **Exhibit A Scope of Work**

- Final Report

### **CAM Product:**

- Written Comments on the Draft Final Report

### **MATCH FUNDS, PERMITS, AND SUBCONTRACTS**

#### **Subtask 1.7 Match Funds**

The goal of this subtask is to ensure that the Recipient obtains any match funds planned for this Agreement and applies them to the Agreement during the Agreement term.

While the costs to obtain and document match funds are not reimbursable under this Agreement, the Recipient may spend match funds for this task. The Recipient may only spend match funds during the Agreement term, either concurrently or prior to the use of CEC funds. Match funds must be identified in writing, and the Recipient must obtain any associated commitments before incurring any costs for which the Recipient will request reimbursement.

#### **The Recipient shall:**

- Prepare a *Match Funds Status Letter* that documents the match funds committed to this Agreement. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state this in the letter.

If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter:

- A list of the match funds that identifies:
  - The amount of cash match funds, their source(s) (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied.
  - The amount of each in-kind contribution, a description of the contribution type (e.g., property, services), the documented market or book value, the source (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient must identify its owner and provide a contact name, address, telephone number, and the address where the property is located.
  - If different from the solicitation application, provide a letter of commitment from an authorized representative of each source of match funding that the funds or contributions have been secured.
- At the Kick-off meeting, discuss match funds and the impact on the project if they are significantly reduced or not obtained as committed. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide a *Supplemental Match Funds Notification Letter* to the CAM of receipt of additional match funds.
- Provide a *Match Funds Reduction Notification Letter* to the CAM if existing match funds are reduced during the course of the Agreement. Reduction of match funds may trigger a CPR meeting.

#### **Products:**

- Match Funds Status Letter

## **Exhibit A**

### **Scope of Work**

- Supplemental Match Funds Notification Letter (*if applicable*)
- Match Funds Reduction Notification Letter (*if applicable*)

#### **Subtask 1.8 Permits**

The goal of this subtask is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients. Permits must be identified and obtained before the Recipient may incur any costs related to the use of the permit(s) for which the Recipient will request reimbursement.

#### **The Recipient shall:**

- Prepare a *Permit Status Letter* that documents the permits required to conduct this Agreement. If no permits are required at the start of this Agreement, then state this in the letter. If permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies.
  - The schedule the Recipient will follow in applying for and obtaining the permits.

The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in progress reports and will be a topic at CPR meetings.

- If during the course of the Agreement additional permits become necessary, then provide the CAM with an *Updated List of Permits* (including the appropriate information on each permit) and an *Updated Schedule for Acquiring Permits*.
- Send the CAM a *Copy of Each Approved Permit*.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 days. Either of these events may trigger a CPR meeting.

#### **Products:**

- Permit Status Letter
- Updated List of Permits (*if applicable*)
- Updated Schedule for Acquiring Permits (*if applicable*)
- Copy of Each Approved Permit (*if applicable*)

#### **Subtask 1.9 Subcontracts**

The goals of this subtask are to: (1) procure subcontracts required to carry out the tasks under this Agreement; and (2) ensure that the subcontracts are consistent with the terms and conditions of this Agreement.

#### **The Recipient shall:**

- Manage and coordinate subcontractor activities in accordance with the requirements of this Agreement.
- Incorporate this Agreement by reference into each subcontract.
- Include any required Energy Commission flow-down provisions in each subcontract, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subcontract terms.

## **Exhibit A**

### **Scope of Work**

- If required by the CAM, submit a draft of each *Subcontract* required to conduct the work under this Agreement.
- Submit a final copy of each executed subcontract.
- Notify and receive written approval from the CAM prior to adding any new subcontractors (see the discussion of subcontractor additions in the terms and conditions).

#### **Products:**

- Subcontracts (*draft if required by the CAM*)

### **TECHNICAL ADVISORY COMMITTEE**

#### **Subtask 1.10 Technical Advisory Committee (TAC)**

The goal of this subtask is to create an advisory committee for this Agreement. The TAC should be composed of diverse professionals. The composition will vary depending on interest, availability, and need. TAC members will serve at the CAM's discretion. The purpose of the TAC is to:

- Provide guidance in project direction. The guidance may include scope and methodologies, timing, and coordination with other projects. The guidance may be based on:
  - Technical area expertise;
  - Knowledge of market applications; or
  - Linkages between the agreement work and other past, present, or future projects (both public and private sectors) that TAC members are aware of in a particular area.
- Review products and provide recommendations for needed product adjustments, refinements, or enhancements.
- Evaluate the tangible benefits of the project to the state of California, and provide recommendations as needed to enhance the benefits.
- Provide recommendations regarding information dissemination, market pathways, or commercialization strategies relevant to the project products.
- Help set the project team's goals and contribute to the development and evaluation of its statement of proposed objectives as the project evolves.
- Provide a credible and objective sounding board on the wide range of technical and financial barriers and opportunities.
- Help identify key areas where the project has a competitive advantage, value proposition, or strength upon which to build.
- Advocate, to the extent the TAC members feel is appropriate, on behalf of the project in its effort to build partnerships, governmental support and relationships with a national spectrum of influential leaders.
- Ask probing questions that insure a long-term perspective on decision-making and progress toward the project's strategic goals.

The TAC may be composed of qualified professionals spanning the following types of disciplines:

- Researchers knowledgeable about the project subject matter;
- Members of trades that will apply the results of the project (e.g., designers, engineers, architects, contractors, and trade representatives);
- Public interest market transformation implementers;
- Product developers relevant to the project;
- U.S. Department of Energy research managers, or experts from other federal or state agencies relevant to the project;
- Public interest environmental groups;



## **Exhibit A**

### **Scope of Work**

- Utility representatives;
- Air district staff; and
- Members of relevant technical society committees.

#### **The Recipient shall:**

- Prepare a *List of Potential TAC Members* that includes the names, companies, physical and electronic addresses, and phone numbers of potential members. The list will be discussed at the Kick-off meeting, and a schedule for recruiting members and holding the first TAC meeting will be developed.
- Recruit TAC members. Ensure that each individual understands member obligations and the TAC meeting schedule developed in subtask 1.11.
- Prepare a *List of TAC Members* once all TAC members have committed to serving on the TAC.
- Submit *Documentation of TAC Member Commitment* (such as Letters of Acceptance) from each TAC member.

#### **Products:**

- List of Potential TAC Members
- List of TAC Members
- Documentation of TAC Member Commitment

#### **Subtask 1.11 TAC Meetings**

The goal of this subtask is for the TAC to provide strategic guidance for the project by participating in regular meetings, which may be held via teleconference.

#### **The Recipient shall:**

- Discuss the TAC meeting schedule with the CAM at the Kick-off meeting. Determine the number and location of meetings (in-person and via teleconference) in consultation with the CAM.
- Prepare a *TAC Meeting Schedule* that will be presented to the TAC members during recruiting. Revise the schedule after the first TAC meeting to incorporate meeting comments.
- Prepare a *TAC Meeting Agenda* and *TAC Meeting Back-up Materials* for each TAC meeting.
- Organize and lead TAC meetings in accordance with the TAC Meeting Schedule. Changes to the schedule must be pre-approved in writing by the CAM.
- Prepare *TAC Meeting Summaries* that include any recommended resolutions of major TAC issues.

#### **The TAC shall:**

- Help set the project team's goals and contribute to the development and evaluation of its statement of proposed objectives as the project evolves.
- Provide a credible and objective sounding board on the wide range of technical and financial barriers and opportunities.
- Help identify key areas where the project has a competitive advantage, value proposition, or strength upon which to build.
- Advocate on behalf of the project in its effort to build partnerships, governmental support and relationships with a national spectrum of influential leaders.
- Ask probing questions that insure a long-term perspective on decision-making and progress toward the project's strategic goals.

## **Exhibit A**

### **Scope of Work**

- Review and provide comments to proposed project performance metrics.
- Review and provide comments to proposed project Draft Technology Transfer Plan.

#### **Products:**

- TAC Meeting Schedule (draft and final)
- TAC Meeting Agendas (draft and final)
- TAC Meeting Back-up Materials
- TAC Meeting Summaries

#### **Subtask 1.12 Project Performance Metrics**

The goal of this subtask is to finalize key performance targets for the project based on feedback from the TAC and report on final results in achieving those targets. The performance targets should be a combination of scientific, engineering, techno-economic, and/or programmatic metrics that provide the most significant indicator of the research or technology's potential success.

#### **The Recipient shall:**

- Complete and submit the project performance metrics from the *Initial Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task, to the CAM.
- Present the draft project performance metrics at the first TAC meeting to solicit input and comments from the TAC members.
- Develop and submit a *TAC Performance Metrics Summary* that summarizes comments received from the TAC members on the proposed project performance metrics. The *TAC Performance Metrics Summary* will identify:
  - TAC comments the Recipient proposes to incorporate into the *Initial Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task.
  - TAC comments the Recipient does not propose to incorporate with and explanation why.
- Develop and submit a *Project Performance Metrics Results* document describing the extent to which the Recipient met each of the performance metrics in the *Final Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task.
- Discuss the *Project Performance Metrics Results* at the Final Meeting.

#### **Products:**

- TAC Performance Metrics Summary
- Project Performance Metrics Results

## **Exhibit A**

### **Scope of Work**

#### **III. TECHNICAL TASKS**

##### **TASK 2 SITE SURVEY, SYSTEM ENGINEERING DESIGN AND USE CASE DEVELOPMENT**

The goals of this task are to 1) produce the engineering design of a feasible and efficient DER system to support the BEB charging infrastructure for the transit bus fleets and 2) develop use cases for technology demonstrations. The DERs includes solar panels (PV), BESS and electric vehicle chargers that charge BEBs. This task will be carried out through the following subtasks.

##### **Task 2.1 System Engineering Design and Capacity Planning**

The goal of this task is to design the parameters and configuration of the EV infrastructure composed of a battery storage system, solar PV system, charging stations, and power electronic converters, along with the capacity planning of the battery storage system.

##### **The Recipient shall:**

- Conduct distribution feeder hosting capacity analysis
- Conduct load analysis based on BEB operation and charging behavior
- Conduct power generation analysis for the Solar PV system
- Consider design factors that can contribute to the resilience of charging station infrastructure in terms of safety, robustness, rapid recovery, and adaptability
- Prepare the *System Engineering and Resilience Design Report* which shall include a summary of processes completed for the activities described above

##### **Products:**

- System Engineering and Resilience Design Report

##### **Task 2.2 Characterization of Travel Behaviors and Energy Utilization of the MDHD EVs**

The goal of this task is to understand the travel and energy consumption characteristics of the MDHD EVs being studied in this project via site survey and data analytics. The data includes the 1) key parameters of the MDHD fleet, e.g., fleet sizes, gross vehicle weight rating (GVWR) rating of each vehicle and electrified powertrain parameters, such as rated efficiency, battery size, etc., 2) detailed operation data with specific duty-cycle info that include GPS locations and speed values with regular timestamps, and 3) MDHD fleet operation timetables that specify the routes and schedules of each trip on different weekdays.

##### **The Recipient shall:**

- Model the MDHD fleet and the vehicle specifications using the existing software tool, HEVI-LOAD (previously called HEVI-PRO), developed by Lawrence Berkeley National Laboratory (LBNL) for medium- and heavy-duty electric vehicle charging infrastructure projection
- Quantify the energy consumption per trip by each vehicle using the GPS location data and conduct uncertainty quantification of the trip energy needed with respect to different driving patterns
- Produce a *Fleet Characteristics and Energy Consumption Quantification Report* that summarizes the fleet characteristics and energy consumption quantification of the MDHD EV fleets for different driving patterns

##### **Products:**

- Fleet Characteristics and Energy Consumption Quantification Report

## **Exhibit A**

### **Scope of Work**

#### **Task 2.3 Charging Demand Forecast for Electrified Transit Fleet Using Data-driven Approaches**

The goal of this task is to estimate the charging demand and load profiles of the MDHD EV fleet under a variety of scenarios. Using the agent-based simulation capability of the HEVI-LOAD tool, being developed by the subcontractor and the historical GPS location data, the Recipient will develop multiple charging scenarios and determine the time-dependent fleet charging load profiles.

**The Recipient shall:**

- Process the historical trip statistics and the derived energy consumption values
- Build predictive models to estimate the number of MDHD fleet trips, charging schedules, and energy demands under multiple circumstances that include varying penetration of EVs in fleets
- Determine the corresponding charging load profiles under different scenarios using the agent-based simulation tool
- Produce a *Predictive & Forecasting Models and The Charging Load Profiles Report* on the predictive & forecasting models and the projected charging load profiles under a variety of scenarios

**Products:**

- Predictive & Forecasting Models and The Charging Load Profiles Report

#### **Task 2.4 DER with EV Package Simulation**

The goal of this task is to conduct DER integration simulation. DER integration makes the existing distribution grid into a smart grid. EVs need significant power. Moreover, California has its own standard and grid code for DERs. Therefore, modeling and simulation studies are needed for proper operation, safety, optimization and planning.

**The Recipient shall:**

- Model Battery Management System (BMS) and cell level EV battery chemistry to demonstrate 1) Constant Current vs. Constant Voltage charging-discharging cycles, 2) Aging and temperature effects
- Investigate DER interconnection studies to check under voltage, overloading, protection, and relay coordination of SCE local feeders
- Determine optimum size and location of DER and EV charging stations
- Test and validate design considering DER standards for California, e.g., California Rule 21, IEEE 1547
- Prepare a *DER Simulation Report* containing but not limited to power flow, short circuit, relay coordination, optimum size and location, verification and validation procedure, and ETAP simulation results

**Products:**

- DER Simulation Report

#### **Task 2.5 Use Case Development**

The goal of this task is to develop use cases for data collection, demonstrations, and performance matrix validations.

## **Exhibit A**

### **Scope of Work**

#### **The Recipient shall:**

- Develop use cases for each demonstration. The use cases will be categorized into the following 3 areas: Cost management, Resilience and Renewable integration.
- Identify actors, trigger, preconditions, normal flow, alternate flow, exceptions, post-conditions, and success criteria
- Identify baseline data set and use case data set to be collected
- Produce a *Use Cases and Demonstration Plan Report* that describes each case and planned demonstrations.

#### **Products:**

- Use Cases and Demonstration Plan Report (draft and final)

### **TASK 3 EQUIPMENT ACQUISITION AND CONSTRUCTION PLANNING**

The goals of this task are to produce a feasible construction plan and to start the process of equipment acquisition.

#### **The Recipient shall:**

- Identify and select electric construction subcontractor(s) for the installation of PV, BESS and EV chargers.
- Obtain quotes and begin the acquisition process of selected equipment including PV, BESS and EV chargers, and electric buses.
- Prepare schematic drawings and construction scheduling and submit them for building, construction and electric permits.
- Obtain required permits in a timely manner according to Task 1.8
- Prepare a *Construction Schedule and Planning Report* which will include but are not limited to schematic drawings of the system, construction scheduling, equipment specifics.
- Prepare *CPR Report*

#### **Products:**

- Construction Schedule and Planning Report
- CPR Report

### **TASK 4 CONSTRUCTION, SYSTEM DEPLOYMENT, AND TESTING**

The goal of this task is to install, deploy and test the proposed smart charging platform with integration of PV and BESS.

#### **The Recipient shall:**

- Work with electric subcontractor(s), GTrans fleet operations, GTrans facility management to begin system deployment.
- Prepare and deploy hosting server(s) and software applications that allow web and database server to bring installed PV, BESS and EV chargers online.
- Test and verify the monitoring and/or control functions of the installed components.
- Test and verify AI based-smart charging algorithm software and BESS operations as new installations are added to the EV charging network.
- Prepare *Construction Progress Reports* in accordance with Task 1.5 to report progress on the installation and commissioning tasks after construction begins.

## **Exhibit A Scope of Work**

### **Products:**

- Construction Progress Report

### **TASK 5 DEMONSTRATION, VALIDATION, IMPROVEMENT AND MAINTENANCE**

The goal of this task is to demonstrate, improve, and validate the deployed smart EV charging platform to make sure it is in-line with achieving the proposed performance criteria of this project.

#### **Task 5.1 Optimal Sizing of Charging Stations to Support MDHD Vehicle Electrification**

The goal of this task is to determine the optimal configuration of chargers for the site being studied, including the charger types, power ratings, and the number of plugs per charger. The subcontractor team will develop optimization-based approaches to derive the optimal configuration for the currently proposed demonstration, and after installation, via data collected for scaling up the solution to larger number of BEBs, considering the travel usage patterns and the onsite renewable generation profiles.

#### **The Recipient shall:**

- Develop optimization-based approaches to determine the best charging infrastructure configurations that maximize the charger accessibility to the MDHD fleet and minimize the capital investment in the long term, considering the tariff structures, renewable generation profiles, and the MDHD fleet usage patterns.
- Compare different charging infrastructure configurations and evaluate the cost-effectiveness of deployment plans
- Produce a report, *Optimal Charging Infrastructure Configuration Plans*, on the development of optimal charging infrastructure configuration plans given the MDHD fleet usage patterns charging demand, and renewable generation.

### **Products:**

- Optimal Charging Infrastructure Configuration Plans Report

#### **Task 5.2 Optimal Operation of High-Power Chargers with Co-located DERs**

The goal of this task is to develop effective control methods and energy management strategies for the high-power chargers being deployed to support the MD/HD EV operations. A number of factors will be considered to determine the optimal charge and DER operation strategies, including the time-of-use energy prices, demand charges, hourly renewable energy generations and forecasts as well as local power grid constraints, such as the circuit capacity values. The developed control methods will be validated using the agent-based simulation capabilities within the HEVI-LOAD tool developed by the subcontractor.

#### **The Recipient shall:**

- Develop charger control methods and inverter control methods in order to minimize the operation cost and maximize the renewable generation for the site
- Extend the existing agent-based simulation capability within the HEVI-LOAD to support a case study for the site being studied in this project, including the detailed vehicle activities simulation, power flow analysis for the local distribution grid, and additional modules for renewable generations and operation cost estimation.
- Validate the charger control and DER management strategies within HEVI-LOAD simulations against the real-world measurement data collected by site operators.

## **Exhibit A**

### **Scope of Work**

- Prepare a *Charger Control and DER Energy Management Report* on the charger control and DER energy management methods developed along with simulation and validation results.

#### **Products:**

- Charger Control and DER Energy Management Report

#### **Task 5.3 Validate Operational Feasibility**

The goal of this task is to ensure the DER package design matches fleet operational duty cycle (DC) characteristics. Every fleet has unique operating characteristics (time of day, seasonality, hours of operation, variation in daily work demand, average distance, speed and payload, kinetic intensity, miles per stop, etc.). For a successful demonstration, the DER package design must support and match fleet operations.

#### **The Recipient shall:**

- Define and document the fleet operating duty cycle:
  - Identify key factors for fleet operations
  - Document duty cycle statistics for key factors
- Compare fleet duty cycle to solution alternatives:
  - Match DER package design to fleet operation
  - Identify areas of concern (AOCs) impacting likelihood of operational success
- Develop an *Operational Feasibility Report* including the following:
  - Fleet Operating Duty Cycle(s)
  - Document AOCs
  - Identify strategies to address AOCs

#### **Products:**

- Operational Feasibility Report

#### **Task 5.4 Demonstration and validation of project benefits**

The goal of this task is to demonstrate and validate the targeted project benefits by examining the system performance criteria proposed in Task 1.12.

#### **The Recipient shall:**

- Continue to collect operational data and perform preliminary data analysis and compare with proposed project performance criteria.
- Determine relevant modifications of ML algorithms in the AI system based on learnings from real-time and historical data gathered to scale up to commercial grade systems.
- Maintain and service components of the EV smart charging platform to uphold normal operation and continuous data collection.
- Host technology demonstration for invited visitors from other transit fleets to showcase the EV smart charging platform deployed in this project.
- Prepare a *Demonstration and Preliminary Project Benefit Validation Report* which will include but is not limited to the preliminary benefit evaluation, prediction of meeting the proposed performance criteria and demonstration outcome.

#### **Products:**

- Demonstration and Preliminary Project Benefit Validation Report

## **Exhibit A**

### **Scope of Work**

#### **TASK 6 DATA COLLECTION AND ANALYSIS**

The goal of this task is to collect operational data from the project, to analyze that data based on the demonstrations and use cases developed in Task 2.4. and to include the analysis result in the Final Report.

**The Recipient shall:**

- Collect baseline data which will include vehicle utilization, charging energy, bus routes, charging schedules, charging power profile, operational cost, energy cost, vehicle models, vehicle battery capacity, electric utility tariff, and TOU pricing.
- Collect 12 months of data based on the use cases and demonstrations which may include but not limited to peak power, duration of active charging, arrival and departure time of the vehicle, energy delivered, PV generation, BESS charging and discharging sessions, and demand charge mitigation.
- Conduct data analysis and provide best practice scenarios for future technology replicability and scalability
- Prepare a *Use Case Data Collection and Analysis Report* that compares project performance and expectations using performance matrix and use case defined.

**Products:**

- Use Case Data Collection and Analysis Report

#### **TASK 7 COMMUNITY OUTREACH AND EDUCATION**

The goal of this task is to perform engagement and provide outreach and education to the neighborhood community residents about the benefits of electric power mobility – lower pollution, lower cost of electricity, less noise from electric transportation, increased clean energy in the grid, a more reliable electric grid, and reducing climate change.

**The Recipient shall:**

- Identify outreach and educational goals, target populations, venues and modes of communication in the transit service area
- Identify and compile a list of Community-Based Organizations (CBOs) and public sector agencies, establish Outreach Contact Database, Outreach/Education Calendar, Coordinate and schedule Outreach Events and create an Outreach/Education Solicitation Matrix
- Adapt educational and public relations materials to the community needs
- Organize events suitable to the community to engage them, learn from them, and educate and inform them of the benefits of the project
- Track and estimate the number of people impacted by the overall project in the immediate term of the project and as the project scales up to full electrification in the future.
- Prepare a *Gardena Community Outreach Report* that presents the results of the
- community-based organization work performed including estimates of the number of people impacted, CBO and Public Sector Outreach Database, Outreach/Education, Solicitation Matrix, Outreach/Education Calendar

**Products:**

- Gardena Community Outreach Report



## Exhibit A Scope of Work

### TASK 8 EVALUATION OF PROJECT BENEFITS

The goal of this task is to report the benefits resulting from this project.

#### The Recipient shall:

- Complete the *Initial Project Benefits Questionnaire*. The *Initial Project Benefits Questionnaire* shall be initially completed by the Recipient with 'Kick-off' selected for the 'Relevant data collection period' and submitted to the CAM for review and approval.
- Complete the *Annual Survey* by December 15th of each year. The Annual Survey includes but is not limited to the following information:
  - Technology commercialization progress
  - New media and publications
  - Company growth
  - Follow-on funding and awards received
- Complete the *Final Project Benefits Questionnaire*. The *Final Project Benefits Questionnaire* shall be completed by the Recipient with 'Final' selected for the 'Relevant data collection period' and submitted to the CAM for review and approval.
- Respond to CAM questions regarding the questionnaire drafts.
- Complete and update the project profile on the CEC's public online project and recipient directory on the [Energize Innovation website \(www.energizeinnovation.fund\)](http://www.energizeinnovation.fund), and provide *Documentation of Project Profile on EnergizeInnovation.fund*, including the profile link.
- If the Prime Recipient is an Innovation Partner on the project, complete and update the organizational profile on the CEC's public online project and recipient directory on the [Energize Innovation website \(www.energizeinnovation.fund\)](http://www.energizeinnovation.fund), and provide *Documentation of Organization Profile on EnergizeInnovation.fund*, including the profile link.

#### Products:

- Initial Project Benefits Questionnaire
- Annual Survey(s)
- Final Project Benefits Questionnaire
- Documentation of Project Profile on EnergizeInnovation.fund
- Documentation of Organization Profile on EnergizeInnovation.fund

### TASK 9 TECHNOLOGY/KNOWLEDGE TRANSFER ACTIVITIES

The goal of this task is to ensure the technological learning that resulted from the demonstration(s) is captured and disseminated to the range of professions that will be responsible for future deployments of this technology or similar technologies.

#### The Recipient Shall:

- Develop and submit an *Initial Project Case Study Plan (Draft/Final)* that outlines how the Recipient will document the planning, construction, commissioning, and operation of the technology or system being demonstrated. The *Initial Project Case Study Plan* should include:
  - An outline of the objectives, goals, and activities of the case study.

## **Exhibit A**

### **Scope of Work**

- The organization that will be conducting the case study and the plan for conducting it.
- A list of professions and practitioners involved in the technology's deployment.
- Specific activities the recipient will take to ensure the learning that results from the project is disseminated to those professions and practitioners.
- Presentations/webinars/training events to disseminate the results of the case study.
- Present the *Draft Project Case Study Plan* to the TAC for review and comment.
- Develop and submit a *Summary of TAC Comments* that summarizes comments received from the TAC members on the *Draft Project Case Study Plan*. This document will identify:
  - TAC comments the recipient proposes to incorporate into the *Final Technology Transfer Plan*.
  - TAC comments the recipient does not propose to incorporate with and explanation why.
- Submit the *Final Project Case Study Plan* to the CAM for approval.
- Execute the *Final Project Case Study Plan* and develop and submit a *Project Case Study Report (Draft/Final)*
- When directed by the CAM, develop presentation materials for an CEC- sponsored conference/workshop(s) on the project.
- When directed by the CAM, participate in annual EPIC symposium(s) sponsored by the California CEC.
- Provide at least (6) six *High Quality Digital Photographs* (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.

#### **Products:**

- Project Case Study Plan (Draft/Final)
- Summary of TAC Comments
- Project Case Study Report (Draft/Final)
- High Quality Digital Photographs

#### **IV. PROJECT SCHEDULE**

Please see the attached Excel spreadsheet.

# Exhibit IV - CEC Grant Agreement

ENERGY RESEARCH, DEVELOPMENT, AND DEMONSTRATION AGREEMENTS  
Exhibit A-1 - Scope of Work  
MOEV, Inc  
V. PROJECT SCHEDULE

Agreement Term: 6-1-2021 to 11-30-2024

Within this Scope of Work, "days" means working days.

Changes to due dates must be approved in writing by the CAM, and may require approval by the CEC's Executive Director or his/her designee.

Task/ Subtask #	Task/Subtask Name	Meeting Name	Product(s)	Due Date
1	General Project Tasks			
1.1	Products			
1.2	Kick-off Meeting	Kick-off Meeting		6/15/2021
			Kick-off Meeting Presentation	3 days prior to Kick-off Meeting
			Updated Project Schedule (if applicable)	7 days after determination of the need to update the documents
			Match Funds Status Letter (subtask 1.7) (if applicable)	7/1/2021
			Permit Status Letter (subtask 1.8) (if applicable)	8/2/2021
			CAM Product	
			Kick-off Meeting Agenda	7 days prior to the kick-off meeting
1.3	CPR Meeting	CPR Meeting #1		1/10/2022
			CPR Report(s)	15 days prior to the CPR meeting
			CAM Products	
			CPR Agenda	5 days prior to the CPR meeting
			Progress Determination	As indicated in the Schedule for Providing a Progress Determination
1.4	Final Meeting	Final Meeting		10/7/2024
			Final Meeting Agreement Summary (if applicable)	7 days after the final meeting
			Schedule for Completing Agreement Closeout Activities	7 days after the final meeting
			All Final Products	7 days after the final meeting
1.5	Progress Reports and Invoices		Progress Reports	10 days after the first of each month
			Invoices	10 days after the first of each month or quarter
1.6	Final Report			
1.6.1	Final Report Outline		Draft Final Report Outline	2/28/2024
			Final Report Outline	As determined by the CAM
			CAM Product(s)	
			Energy Commission Style Manual	At least 2 months prior to the final report outline due date
			Comments on Draft Final Report Outline	10 days after receipt of the Draft Final Report Outline
			Approval of Final Report Outline	10 days after receipt of the Final Report Outline
1.6.2	Final Report		Summary of TAC Comments	
			Draft Final Report	4/30/2024
			Written Responses to Comments (if applicable)	
			Final Report	6/28/2024
			CAM Products	
			Written Comments on Draft Final Report	15 days after receipt of the Draft Final Report
1.7	Match Funds		Match Funds Status Letter	2 days prior to the kick-off meeting
			Supplemental Match Funds Notification Letter (if applicable)	10 days after receipt of additional match funds
			Match Funds Reduction Notification Letter (if applicable)	10 days after any reduction of match funds
1.8	Permits		Permit Status Letter	2 days prior to the kick-off meeting
			Updated List of Permits (if applicable)	10 days after determination of the need for a new permit
			Updated Schedule for Acquiring Permits (if applicable)	10 days after determination of the need for a new permit
			Copy of Each Approved Permit (if applicable)	7 days after receipt of each permit
1.9	Subcontracts		Draft Subcontracts (if required by the CAM)	As determined by the CAM
			Final Subcontracts	As determined by the CAM
1.10	Technical Advisory Committee (TAC)		List of Potential TAC Members	2 days prior to the kick-off meeting
			List of TAC Members	7 days after finalization of the TAC
			Documentation of TAC Member Commitment	7 days after receipt of the documentation
1.11	TAC Meetings	TAC Meeting #1		6/6/2022
			Draft TAC Meeting Schedule	20 days after the kickoff meeting
			Final TAC Meeting Schedule	10 days after the first TAC meeting
			Draft TAC Meeting Agendas	20 days prior to each TAC meeting
			TAC Meeting Back-up Materials	20 days prior to each TAC meeting
			Final TAC Meeting Agenda	7 days prior to each TAC meeting
			TAC Meeting Summaries	10 days after each TAC meeting
1.12	Project Performance Metrics		TAC Performance Metrics Summary	10 days after first TAC meeting
			Project Performance Metrics Results	10/15/2024

# Exhibit IV - CEC Grant Agreement

ENERGY RESEARCH, DEVELOPMENT, AND DEMONSTRATION AGREEMENTS  
Exhibit A-1 - Scope of Work  
MOEV, Inc  
V. PROJECT SCHEDULE

Task/ Subtask #	Task/Subtask Name	Meeting Name	Product(s)	Due Date
<b>Technical Tasks</b>				
2	Site Survey, System Engineering Design and Use Case Development			
2.1	System Engineering Design and Capacity Planning		System Engineering and Resilience Design Report	9/10/2021
2.2	Characterization of Travel Behaviors and Energy Utilization of the MDHD Evs		Fleet Characteristics and Energy Consumption Quantification Report	3/15/2022
2.3	Charging Demand Forecast for Electrified Transit Fleet Using Data-driven Approaches		Predictive & Forecasting Models and The Charging Load Profiles Report	5/16/2022
2.4	DER with EV Package Simulation		DER Simulation Report	5/16/2022
2.5	Use Case Development		Draft Use Cases and Demonstration Plan Report	4/15/2022
			Final Use Cases and Demonstration Plan Report	5/16/2022
3	Equipment Acquisition and Construction Planning		Construction Schedule and Planning Report	9/15/2021
			CPR Report	12/1/2022
4	Construction, System Deployment, and Testing		Construction Progress Report	Included with monthly progress reports after construction begins
5	Demonstration, Validation, Improvement and Maintenance			
5.1	Optimal Sizing of Charging Stations to Support MDHD Vehicle Electrification		Optimal Charging Infrastructure Configuration Plans Report	12/15/2023
5.2	Optimal Operation of High-Power Chargers with Co-located DERs		Charger Control and DER Energy Management Report	1/15/2024
5.3	Validate Operational Feasibility		Operational Feasibility Report	11/15/2023
5.4	Demonstration and validation of project benefits		Demonstration and Preliminary Project Benefit Validation Report	1/31/2024
6	Data Collection and Analysis		Use Case Data Collection and Analysis Report	2/15/2024
7	Community Outreach and Education		Gardena Community Outreach Report	2/28/2024
8	Evaluation of Project Benefits		Initial Project Benefits Questionnaire	6/30/2021
			Annual Survey(s)	12/15/2021, 12/15/2022, 12/15/2023
			Final Project Benefits Questionnaire	10/15/2024
			Documentation of Project Profile on EnergizeInnovation.fund	9/16/2024
			Documentation of Organization Profile on EnergizeInnovation.fund	9/16/2024
9	Technology/Knowledge Transfer Activities		Project Case Study Plan (Draft)	9/15/2021
			Project Case Study Plan (Final)	11/15/2021
			Summary of TAC Comments	3/15/2022
			Final Project Case Study Report (Draft)	2/1/2024
			Final Project Case Study Report (Final)	2/15/2024
			High Quality Digital Photographs	2/28/2024

Exhibit IV - CEC Grant Agreement  
**EXHIBIT A, ATTACHMENT A-2**  
**CONTENT AND FORMAT OF PROGRESS REPORTS**

**PROGRESS REPORT for MOEV, Inc.**

**Month, Year**

Recipient Project Manager:  
Commission Agreement Manager:

**What we planned to accomplish this period**

[This is taken directly from the section on “What we expect to accomplish during the next period” from the last progress report.]

**What we actually accomplished this period**

[Concise description of major project activities and accomplishments. Include ratepayer benefits achieved to date ]

**How we are doing compared to our plan**

[Explain the differences, if any, between the planned and the actual accomplishments. Describe what needs to be done, if anything, to get back on track.]

**Significant problems or changes**

[Describe any significant technical or fiscal problems. Request approval for significant changes in work scope, revised milestone due dates, changes in key personnel assigned to the project, or reallocation of budget cost categories. If none, include the following statement: “Progress and expenditures will result in project being completed on time and within budget.”]

**What we expect to accomplish during the next period**

[Concise description of major activities and accomplishments expected. This will be transferred to the next progress report]

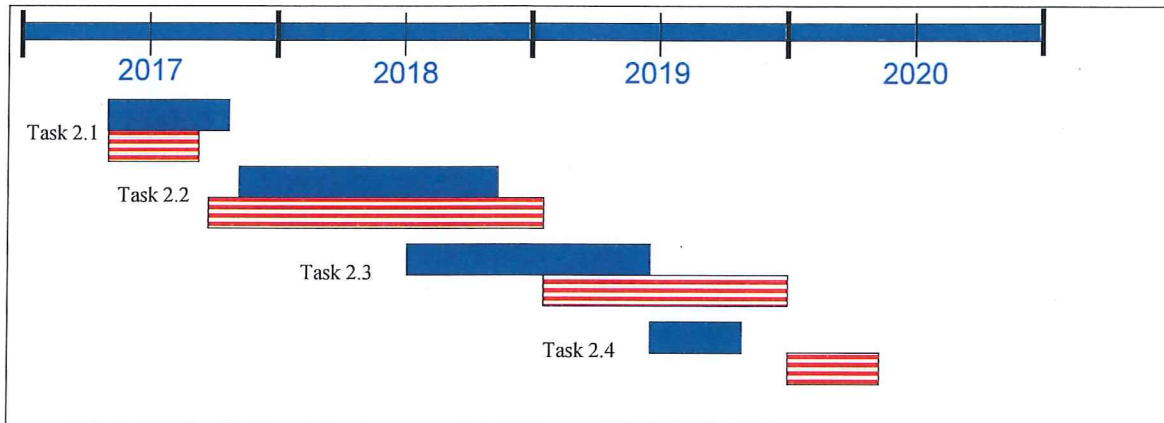
**Status of Milestones and Products:**

[This should be the complete list as contained in the revised scope of work and Exhibit B. Highlight differences between actual and planned. This can be an excel attachment from the Exhibit A Project Schedule with additional “Actual” and “Status (%)” columns.]

Exhibit IV - CEC Grant Agreement  
**EXHIBIT A, ATTACHMENT A-2**  
**CONTENT AND FORMAT OF PROGRESS REPORTS**

Description	Start Date		Due Date		Status (%)
	Planned	Actual	Planned	Actual	
Identify top 3 assessment candidates	4/15/17	4/15/17	5/1/17	5/1/17	On time 100%
Develop test plan	4/20/17	<b>4/10/17</b>	7/7/17	<b>6/10/17</b>	<b>Ahead</b> <b>100%</b>
Analyze experimental data	5/1/17	<b>6/1/17</b>	1/1/18	<b>2/1/18</b>	<b>Delayed</b> <b>25%</b>

Exhibit IV - CEC Grant Agreement  
**EXHIBIT A, ATTACHMENT A-2**  
**CONTENT AND FORMAT OF PROGRESS REPORTS**



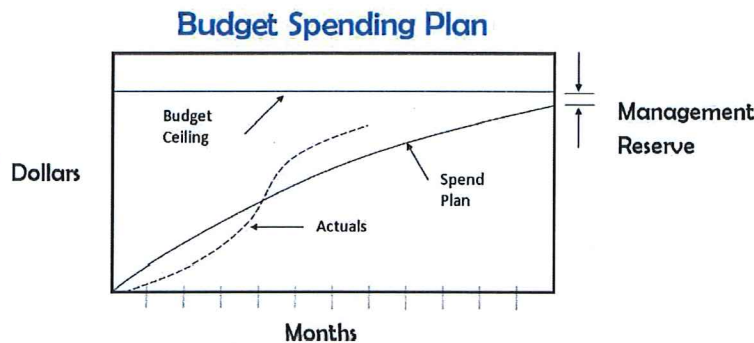
**Overall schedule for the project.**

[Planned is solid blue, actual is red striped. This work flow diagram needs to correlate with the schedule in Exhibit B. This example has been prepared as a Word Picture, but a comparable Excel diagram, Microsoft Project schedule, or Gantt chart is acceptable.]

**Overview of Fiscal Status:** (See invoices for detail.)

[It is useful to track the rate of expenditure of project funds. The most useful way to do this is to compare the actual expenditure rate with the planned expenditure rate. You get the planned rate at the beginning of the project, so it becomes a baseline. If you change course at a critical project review, you should show the original and the modified baseline, and then track against the new one.]

[Report on the status of actual expenditures and progress in relation to the original Spend Plan.]



[Report estimates of Commission and match expenditures at a task level including: total budget amount, estimated amount spent to date, and estimated amount spent since last progress report. If making changes to the planned budget totals since the last progress report, please use the ~~format~~ format on the old amount and add the new amount using the **format** format.]

Exhibit IV - CEC Grant Agreement  
**EXHIBIT A, ATTACHMENT A-2**  
**CONTENT AND FORMAT OF PROGRESS REPORTS**

**Overview of Budget Expenditures:**

The Energy Commission Contract Manager may request the expenditures be provided in Table 1. Input the proposed budget from the project narrative in the second column. CAM may modify table as needed. Please note that table is an estimate and only used to help track progress of tasks.

**Table 1: Task breakdown Commission and match expenses to date**  
**Covering Period From Start Date:\_\_\_\_\_ To End Date:\_\_\_\_\_**

Task	Estimated Commission Expenses to Date	Total Anticipated Commission Budget	% Complete
1.0 [insert task title]			
2.0 [insert task title]			
3.0 [insert task title]			
4.0 [insert task title]			
5.0 [insert task title]			
6.0 [insert task title]			
7.0 [insert task title]			
8.0 [insert task title]			

**Photographs:**

[Include photographs where appropriate to document progress. The photos shall be shot with high quality digital photos.

**Evidence of Progress:**

[Attach evidence of the progress being made (e.g., test data, product mock-ups, field site descriptions, preliminary analyses, meeting minutes) to the progress reports to allow the Commission Agreement Manager to review progress and gauge the quality of research results.]

[The progress report on each project should be approximately 1-2 pages long (plus photographs) and take about 1 hour to prepare for each reporting period.]



**EXHIBIT C**  
**ELECTRIC PROGRAM INVESTMENT CHARGE (EPIC) STANDARD**  
**GRANT TERMS AND CONDITIONS**

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**ATTACHMENT 1: CONFIDENTIAL PRODUCTS AND PROJECT-RELEVANT PRE-EXISTING AND INDEPENDENTLY FUNDED INTELLECTUAL PROPERTY**

## EXHIBIT C

### TERMS AND CONDITIONS

**1. Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the Electric Program Investment Charge (EPIC), an electricity ratepayer surcharge authorized by the California Public Utilities Commission (CPUC).

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) these terms and conditions (**Exhibit C**); (5) any special terms and conditions that address the unique circumstances of the funded project (**Exhibit D**); (6) a contacts list (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of funds (Commission-reimbursed and/or match share) must occur within the Agreement term specified on the CEC-146 form.

**2. Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

**Solicitation Documents (*if award is made through a competitive solicitation*)**

- a. The funding solicitation for the project supported by this Agreement
- b. The Recipient's proposal submitted in response to the solicitation

**CPUC Decision**

- c. Decision 13-11-025 (Decision Addressing Applications of the California Energy Commission, Pacific Gas and Electric Company, San Diego Gas & Electric Company and Southern California Edison Company for Approval of their Triennial Investment Plans for the Electric Program Investment Charge Program for the Years 2012 through 2014) <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M081/K773/81773445.PDF>

**Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)**

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

**Federal Acquisition Regulations (*applicable to commercial organizations*)**

## Exhibit IV - CEC Grant Agreement

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

### **Nondiscrimination**

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

### **General Laws**

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

## **3. Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

## **4. Due Diligence**

The Recipient must take timely actions that, taken collectively, move this project to completion. The Commission Agreement Manager will periodically evaluate the project schedule for completion of Scope of Work tasks. If the Commission Agreement Manager determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, the Commission Agreement Manager may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

## **5. Products**

- a. **"Products"** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries.

- The Recipient will submit all products identified in the Scope of Work to the Commission Agreement Manager, in the manner and form specified in the Scope of Work.
- The Recipient will also submit all products prepared during the invoicing period to the Accounting Office along with the invoice, as specified in subsection (c) of Section 8 (Payment of Funds).

If the Commission Agreement Manager determines that a product is substandard given its description and intended use as described in this Agreement, the Commission Agreement Manager, without prejudice to any of the Commission's other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. Confidential Products

Please see Section 18 (Confidentiality) for instructions regarding confidential products.

- c. Rights in Products

## Exhibit IV - CEC Grant Agreement

The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of "intellectual property." The Recipient owns all intellectual property developed under this Agreement (please see the "Intellectual Property" section).

The Recipient has a non-exclusive, non-transferable, irrevocable, worldwide, perpetual license to use, publish, translate, modify, and reproduce products that do not fall within the definition of "intellectual property."

d. Failure to Submit Products

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

e. Final Report and Payment

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the Commission Agreement Manager, and Energy Research and Development Division management has verified satisfactory completion of work.

f. Legal Statements on Products

- 1) All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

**LEGAL NOTICE**

**This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.**

- 2) The Recipient will apply copyright notices to all documents prepared for this Agreement that are released to the public (including reports, articles submitted for publication, and all reprints) using the following form or any other form that may be reasonably specified by the Energy Commission.

**"©[Year of first publication of product] [the Copyright Holder's name]. All Rights Reserved."**

6. **Amendments**

a. Procedure for Requesting Changes

The Recipient must submit a written request to the Commission Agreement Manager for any change to the Agreement. The request must include:

- A brief summary of the proposed change;

## Exhibit IV - CEC Grant Agreement

- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/strikethrough format.

### b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The Commission Agreement Manager or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

### c. Personnel or Subcontractor Changes

All changes below require advance written approval by the Commission Agreement Manager, in addition to the appropriate level of Commission approval as described in subsection (b).

#### 1) Replacement of Personnel, Subcontractors, and Vendors

The Commission Agreement Manager must provide advance written approval of the replacement of any personnel except undergraduate students.

#### 2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the Commission Agreement Manager for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

#### 3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

## Exhibit IV - CEC Grant Agreement

- 4) Addition of job classifications and changes in hours.
- 5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

### 7. ***Contracting and Procurement Procedures***

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

#### a. Contractor's Obligations to Subcontractors

- 1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.
- 2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

- 3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

#### b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Travel and Per Diem (Section 9)
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Confidentiality (Section 18)
- Pre-Existing and Independently Funded Intellectual Property (Section 19)
- Intellectual Property (Section 20)
- Royalty Payments to the Commission (Section 21)
- Access to Sites and Records (included in Section 22, "General Provisions")

## Exhibit IV - CEC Grant Agreement

- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- California Taxpayer Access to Publicly Funded Research Act (Section 24)
- Survival of the following sections:
  - Equipment (Section 14)
  - Recordkeeping, Cost Accounting, and Auditing (Section 11)
  - Pre-Existing and Independently Funded Intellectual Property (Section 19)
  - Intellectual Property (Section 20)
  - Royalty Payments to the Commission (Section 21)
  - Access to Sites and Records (included in Section 22, "General Provisions")
  - California Taxpayer Access to Publicly Funded Research Act (Section 24)

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission and/or Bureau of State Audits for a period of three (3) years after payment of the Recipient's final invoice under this Agreement. The Energy Commission may audit subcontracts that are relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after the Agreement's end date.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the Commission Agreement Manager of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the Commission Agreement Manager of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

## Exhibit IV - CEC Grant Agreement

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

### 8. **Payment of Funds**

#### a. Definitions

For purposes of this Section 8, the following terms have the following meaning:

- "Advance Payment" means the Energy Commission pays Recipient prior to the Recipient incurring or paying the expense.
- "Incurred Cost" means an expense for which the Recipient has become liable (legally obligated) to pay. Here are examples of incurred costs:
  - The Recipient's staff has completed work during the month but has not been paid by the Recipient. These labor and associated costs (e.g., fringe benefits) are considered Incurred Costs.
  - The Recipient has purchased a piece of equipment and received an invoice, bill, or receipt. The Recipient has not yet paid the invoice. The invoice shows the amount to be paid and confirmation of the sale. This is an Incurred Costs.

Incurred costs for equipment DO NOT include purchase orders unless accompanied by an invoice, bill, or receipt that shows the payment amount due to the seller for the equipment.
- "Paid Cost" means an expense for which the Recipient has already made payment.

#### b. Advance Payments

Recipients can receive Advance Payments only for subcontractors with the U.S. Department of Energy laboratories. Otherwise, Advance Payments are NOT allowed under this Agreement. The Energy Commission in its sole discretion, and not the Recipient, decides if the Commission will make an Advance Payment.

#### c. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.



## Exhibit IV - CEC Grant Agreement

ALL of the items in the Budget, including without limitation labor rates, fringe benefits rates and indirect costs rates and individually listed items are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

### d. Recipient's 14-Day Payment Requirement for Incurred Costs

The Recipient shall pay ALL Incurred Costs for which it has invoiced the Energy Commission within 14 calendar days of receiving payment under this Agreement for the Incurred Costs. For example, if the Recipient invoices and then receives payment from the Commission on September 15 for an Incurred Cost of \$10,000, the Recipient shall pay the entire \$10,000 by September 29. This requirement is needed to prevent Recipients from creating long lead times for Incurred Costs (e.g., invoicing and receiving payment from the Commission but not paying for the Incurred Costs for weeks or months).

The Recipient shall only invoice the Commission for Incurred Expenses the Recipient shall pay with 14 calendar days of receiving payment from the Commission. For example, assume the Recipient has an Incurred Cost for a piece of equipment that costs \$300,000 and will pay in three installments of \$100,000 each over three months. The Recipient shall only invoice the Commission for \$100,000 each month. The Recipient shall not invoice for the entire \$300,000 and retain the balance over the three months.

For any Incurred Costs for which the Recipient has received funds from the Energy Commission and does not pay within 14 calendar days, the Recipient shall on the very next business day after the 14 calendar days submit repayment of the unpaid amount back to the Energy Commission. Repaid funds will be placed back into the agreement and will be available to reimburse allowable costs in accordance with this agreement. When making a repayment under this provision, the Recipient shall specify "Repayment of Unspent Funds under Agreement EPC-20-038." Recipient shall remit the repayment to:

California Energy Commission  
Accounting Office  
1516 Ninth Street, MS-2  
Sacramento, CA 95814

This repayment requirement of the Recipient is in addition to any other rights the Energy Commission can enforce relative to this Agreement. Recipient agrees and acknowledges that time is of the essence in paying Incurred Costs and submitting repayments and the Energy Commission can treat the Recipient's breach of either requirement as a material breach. Recipient can contact the Commission Agreement Manager for any questions about the logistics of making repayments.

### e. Payment Requests

## Exhibit IV - CEC Grant Agreement

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement but no more frequently than monthly. The final payment request, including retention, MUST be received by the Energy Commission no later than the agreement end date.

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

No reimbursement for food or beverages shall be made other than allowable per diem charges.

All Recipient expenditures, reimbursable and match, must occur within the approved term of this Agreement.

f. Invoice Approval and Disputes:

Each request for payment is subject to the Commission Agreement Manager's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified via a Dispute Notification Form (Std. 209).

g. Recipient's headquarters:

For purposes of payment, the Recipient's headquarters is the location of the Recipient's office where the majority of its employees assigned responsibilities for this Agreement are permanently assigned.

h. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

i. Reduced funding:

## Exhibit IV - CEC Grant Agreement

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the EPIC program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- a) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- b) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

### j. Allowability of Costs

#### a) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

#### b) Unallowable Costs

Below are examples of unallowable costs. Details concerning the allowability of costs are available from the Energy Commission's Accounting Office.

- a) Profit of the Recipient or fees (this restriction does not apply to subcontractors);
  - b) Contingency costs;
  - c) Imputed costs (e.g., cost of money);
  - d) Fines and penalties;
  - e) Losses;
  - f) Excess profit taxes; and
  - g) Unapproved, increased rates and fees for this Agreement
- c) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

### k. Payment Request Format

Each request for payment will consist of, but not be limited to, the following:

- 1) An invoice that includes a list of Incurred and Paid Costs. Backup documentation is required at the time of invoice submittal, such as time cards, vendor invoices, and proof of payment (e.g., cancelled checks). Unless otherwise specified in Exhibit B or the invoice template, the invoice must include the following:
  - a) Agreement number;

## Exhibit IV - CEC Grant Agreement

- b) Date prepared;
  - c) Recipient's Federal tax ID number;
  - d) Billing period;
  - e) Recipient's actual labor expenditures, including hourly unloaded labor rates by individual name and classification, hours worked, and benefits (fully loaded rates may only be used if they are included in the grant budget);
  - f) Non-labor expenses, including fringe benefits, indirect overhead, and general/administrative expenses;
  - g) Operating expenses, including travel, equipment, materials, and other;
  - h) By budget line item (cost component) category, the budgeted amount, amount billed to date, currently billed amount, and balance of funds;
  - i) Match fund expenditures (if applicable);
  - j) Receipts for travel (including departure and return times), equipment, materials, and miscellaneous; and
  - k) Subcontractor invoices that include all items above, for correspondence with the budget (e.g., if the budget lists hourly labor rates, the subcontractor's invoice should include hourly labor rates).
- 2) A progress report that documents evidence of progress, as described in the Scope of Work.
  - 3) Products prepared by the Recipient during the invoicing period, as described in the Scope of Work.

The Commission will accept computer-generated or electronically transmitted invoices without backup documentation provided that the Recipient mails a hard copy the same day.

The Recipient must submit all invoices to the following address:

California Energy Commission  
Accounting Office  
1516 Ninth Street, MS-2  
Sacramento, CA 95814

If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

### I. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

***The documents included in this request for payment are true and correct to the best of my knowledge and I, as an agent of [Company Name] have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible***

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***workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.***

m. Fringe Benefit, Indirect Overhead, General and Administrative (G&A), and Facilities and Administration (F&A) Rates

Indirect cost rates must be developed in accordance with generally accepted accounting principles and the applicable federal cost principles or acquisition regulations (see the provisions incorporated by reference in Section 2). If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead, G&A, or F&A) from its cognizant federal agency, the Recipient may bill at the federal rate up to the budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect its actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions contained in the budget (Exhibit B).
- The cost pools used to develop the federal rates must be allocable to the Agreement, and the rates must be representative of the portion of costs benefiting the Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Agreement is for research and development at the Recipient's research facility, the federal indirect overhead rate would not be applicable to the Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Agreement.
- The Recipient may only bill up to the Agreement budget rate caps, unless and until an amendment to the budget is approved.

n. Retention

The Energy Commission shall retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. The Energy Commission has the sole discretion to decide which of these methods of retention will be used in this Agreement. The Recipient must submit a completed payment request requesting release of the retention within the required timeframe (see part e "Payment Requests" above in this term). The Commission Agreement Manager will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

Retention may be released upon completion of tasks that are considered separate and distinct (i.e., the task is a stand-alone piece of work and could be completed without the other tasks). Tasks for administration or management of the Agreement and/or subcontractors are not considered separate and distinct tasks. The tasks for which retention may be released prior to the end of the Agreement must be identified in Exhibit B (budget).

When the Commission withholds 10% retention from each invoice, the Recipient can choose to flow down the retention requirement to its subcontractors subject to the following restrictions and any other requirements in this Agreement:

- The Recipient shall not flow down retention requirements to U.S. Department of Energy national laboratory subcontractors.

## Exhibit IV - CEC Grant Agreement

- The retention flowed down to subcontractors can only be up to a total of 10% of the amount of Commission funds the subcontractor is to receive. The Recipient is responsible for carrying the retention for its funded portion of the entire Agreement and cannot pass its share of retention to subcontractors. Here are three examples:
  - i. A subcontractor submits an invoice for \$100,000 to the Recipient, and the Recipient in turn submits it to the Commission. The Commission will only pay \$90,000 of the invoice and the Recipient can elect to pay only \$90,000 to the subcontractor.
  - ii. The subcontractor is the U.S. Department of Energy national laboratory and it submits an advance request for \$100,000 to the Recipient, including any other documents required in the Energy Commission's U.S. Department of Energy Terms and Conditions. The Recipient in turn submits the advance requests to the Commission for payment. The Commission will pay the full amount of the advance requests to the Recipient and the Recipient must pay the full amount to the U.S. Department of Energy.
  - iii. The Recipient's submits an invoice for its own staff in the amount of \$20,000. The Commission will only pay \$18,000 to the Recipient, and the Recipient cannot withhold the \$2,000 difference from subcontractor reimbursements.

These requirements apply to all levels of subcontractors (e.g., a subcontractor to a subcontractor).

### **9. Travel and Per Diem**

- a. Travel not listed in the budget requires prior written authorization from the Commission Agreement Manager.
- b. No reimbursement for food or beverages will be made other than for allowable per diem charges.
- c. The Recipient will be reimbursed for authorized travel and per diem up to, but not to exceed, the rates allowed nonrepresented state employees. Current allowable travel reimbursement rates can be obtained from the Commission's web site at [http://www.energy.ca.gov/contracts/TRAVEL\\_PER\\_DIEM.PDF](http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF).
- d. Travel expense claims must detail expenses using the allowable rates, and the Recipient must sign and date each travel expense claim before submitting it to the Commission for payment. Expenses must be listed by trip, including dates and times of departure and return. Travel expense claims supporting receipts and expense documentation must be attached to the Recipient's Payment Request. A vehicle license number is required when claiming mileage, parking, or toll charges. Questions regarding allowable travel expenses or per diem should be addressed to the Commission Agreement Manager.

### **10. Prevailing Wage**

- a. Requirement

## Exhibit IV - CEC Grant Agreement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered "public works" under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

### b. Determination of Project's Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

### c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

### d. Indemnification and Breach

## Exhibit IV - CEC Grant Agreement

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

### **11. Recordkeeping, Cost Accounting, and Auditing**

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.



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### b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

### c. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

### d. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take actions such as withholding further payments to the Recipient and seeking repayment from the Recipient.

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### e. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of: (1) the amount audited; or (2) if a royalty audit, the total royalties due in the period audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

### f. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

## 12. ***Workers' Compensation Insurance***

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the Commission Agreement Manager satisfactory evidence of this insurance upon the Commission Agreement Manager's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the Commission Agreement Manager satisfactory evidence of the insurance upon the Commission Agreement Manager's request.

## 13. ***Permits and Clearances***

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

## 14. ***Equipment***

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without the Commission Agreement Manager's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

## 15. ***Stop Work***

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.

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- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

### **16. Termination**

- a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

- b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

- c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

### **17. Indemnification**

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

**18. Confidentiality**

**a. Identification of Confidential Information**

- 1) Prior to the effective date of this Agreement, the Recipient will identify all products (or information contained within products) that it considers to be confidential, in addition to the legal basis for confidentiality, in Attachment 1 to this Exhibit. If the Energy Commission agrees that the information is confidential, it will not disclose it except as provided in subsection (b).
- 2) During the Agreement, if the Recipient develops additional products (or information contained within products) not originally anticipated as confidential, it will follow the procedures for a request for designation of confidential information specified in Title 20 California Code of Regulations (CCR) Section 2505.

The Energy Commission's Executive Director will make the confidentiality determination. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment 1 to this Exhibit. The Energy Commission will not disclose information subject to an application for confidential designation except as provided in subsection (b).

- 3) When submitting products containing confidential information, the Recipient will mark each page of any document containing confidential information as "confidential", and present it in a sealed package to the Contracts, Grants, and Loans Office.

The Commission Agreement Manager may require the Recipient to submit a non-confidential version of the product, if it is feasible to separate the confidential information from the non-confidential information. The Recipient is not required to submit such products in a sealed package.

**b. Disclosure of Confidential Information**

The Energy Commission will only disclose confidential information under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508. All confidential information that is legally disclosed by the Recipient or any other entity will become a public record and will no longer be subject to the Energy Commission's confidentiality designation.

**c. Waiver of Consequential Damages**

In no event will the Energy Commission, the California Public Utilities Commission, or the state of California be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory for the disclosure of the Recipient's confidential information, even if the Commission has been advised of the possibility of such damages.

## Exhibit IV - CEC Grant Agreement

Damages that the Energy Commission, the California Public Utilities Commission, and the state of California will not be responsible for include but are not limited to: lost profit; lost savings or revenue; lost goodwill; lost use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property.

d. Limitations on the Disclosure of Products

- 1) During the Agreement, the Recipient and subcontractors must receive approval from the Commission Agreement Manager prior to disclosing the contents of any draft product to a third party. However, if the Energy Commission makes a public statement about the content of any product provided by the Recipient and the Recipient believes the statement is incorrect, the Recipient may state publicly what it believes is correct.
- 2) Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, the Recipient may not disclose any information provided to it by the Energy Commission for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation. At the election of the Commission Agreement Manager, the Recipient, its employees, and its subcontractors must execute a confidentiality agreement provided by the Commission Agreement Manager.
- 3) The Recipient will ensure that each of its officers, employees, and subcontractors who are involved in the performance of this Agreement are informed about these disclosure limitations and will abide by them.

19. ***Pre-Existing and Independently Funded Intellectual Property***

a. Ownership

The Energy Commission makes no ownership, license, or royalty claims to pre-existing intellectual property, independently funded intellectual property, or project-relevant pre-existing or independently funded intellectual property. **“Ownership”** means exclusive possession and control of all rights to property, including the right to use and transfer property. Intellectual property licenses and royalties are discussed in Sections 20 and 21.

- 1) **“Pre-existing intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that the Recipient or a third party owned or possessed prior to the effective date of this Agreement and that have not been developed, altered, or reduced to practice with Energy Commission or match funds; and (b) associated proprietary rights to these items that are obtained without Energy Commission or match funds, such as patent and copyright.

## Exhibit IV - CEC Grant Agreement

- 2) **“Independently funded intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice by the Recipient or a third party during or after the Agreement term without Energy Commission or match funds; and (b) associated proprietary rights to these items that are obtained without Energy Commission or match funds, such as patent and copyright.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices. The Commission owns such products regardless of their funding source.

- 3) **“Project-relevant pre-existing intellectual property”** and **“project-relevant independently funded intellectual property”** mean pre-existing and independently funded intellectual property used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.

b. Project-Relevant Pre-Existing and Independently Funded Intellectual Property

1) Identification of Property

- a) The Recipient will identify all project-relevant pre-existing intellectual property in Attachment 1 to this Exhibit prior to the effective date of the Agreement, or within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement. Attachment 1 may be amended (see the “Amendments” section).
- b) The Recipient will identify all project-relevant independently funded intellectual property and the source of funding for the property in Attachment 1 to this Exhibit within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.
- c) Failure to identify project-relevant pre-existing or independently funded intellectual property in Attachment 1 to this Exhibit may result in the property’s designation as “intellectual property” that is subject to licenses and royalties, as described in Sections 20 and 21.

## Exhibit IV - CEC Grant Agreement

### 2) Access to Property

The extent of Energy Commission and California Public Utilities Commission access to project-relevant pre-existing and independently funded intellectual property is limited to that reasonably necessary to: (a) demonstrate the validity of any premise, postulate, or conclusion referred to or expressed in any product; or (b) establish a baseline for repayment purposes.

Upon the Commission Agreement Manager's request, the Recipient will provide the Commission Agreement Manager and any reviewers designated by the Energy Commission or the California Public Utilities Commission with access to review the Recipient's project-relevant pre-existing and independently funded intellectual property. If the property has been designated as confidential as specified in Section 18, the Energy Commission will only disclose it under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508.

### 3) Preservation of Property

The Recipient will preserve any project-relevant pre-existing or independently funded intellectual property at its own expense for at least ten (10) years from the Agreement's end date, unless the Recipient agrees to a longer retention period.

The Energy Commission and the California Public Utilities Commission will have reasonable access to the project-relevant pre-existing or independently funded property throughout the retention period.

## 20. ***Intellectual Property***

### a. Ownership

- 1) The Recipient owns all intellectual property, subject to the licenses described in subsection b.

**"Intellectual property"** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- 2) The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of "intellectual property."

**"Product"** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

## Exhibit IV - CEC Grant Agreement

### b. Intellectual Property Licenses

- 1) Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes. The licenses are transferable only to load-serving entities for the purpose described below.
- 2) Under limited circumstances, both the Energy Commission and the California Public Utilities Commission may grant load-serving entities a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property to enhance the entities' service to EPIC ratepayers. **The intellectual property that may be licensed to load-serving entities is limited to analytical tools and models that can be used to inform distribution planning and decision-making that benefits electric ratepayers.**  
"Load-serving entity" means a company or other organization that provides electricity to EPIC ratepayers.  
The licenses are transferable to third parties only for the purpose of facilitating the load-serving entity's enhancement of service to EPIC ratepayers. Load-serving entities must obtain prior written approval from the Energy Commission or California Public Utilities Commission (whichever agency granted the load-serving entity the license) in order to transfer the license to a third party.
- 3) The Recipient has a non-exclusive, non-transferable, irrevocable, worldwide, perpetual license to use, publish, translate, modify, and reproduce written products created for Agreement reporting and management purposes, such as reports and summaries.
- 4) If any intellectual property that is subject to the licenses above has been designated as confidential as specified in Section 18, all license holders will only disclose the intellectual property under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508.  
All license holders will ensure that their officers, employees, and subcontractors who have access to the intellectual property are informed of and abide by the disclosure limitations in Section 18.

### c. Energy Commission's Rights to Inventions

"Invention" means intellectual property that is patentable.

#### 1) March-In Rights

At the Energy Commission's request, the Recipient will forfeit and assign to the Energy Commission all rights to any invention (with the exception of U.S. Department of Energy reserved rights) if the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the invention. The Energy Commission will have the unfettered right to use and/or dispose of the rights in whatever manner it deems most suitable to help transfer the invention into the marketplace, including but not limited to seeking patent protection or licensing the invention.

#### 2) Notice of Patent



## Exhibit IV - CEC Grant Agreement

If any patent is issued for an invention, the Recipient will send the Commission Agreement Manager written notice of the issuance within three (3) months of the issuance date. The notice must include the patent title, issuance number, and a general description of the invention.

### 3) Legal Notice

The Recipient and all persons and/or entities obtaining an ownership interest in patentable intellectual property must include the following statement within the specification of any United States patent application, and any subsequently issued patent for the invention:

**"This invention was made with State of California support under California Energy Commission grant number EPC-20-038. The Energy Commission has certain rights to this invention."**

### d. Access to and Preservation of Intellectual Property

#### 1) Access to Intellectual Property

Upon the Commission Agreement Manager's request, the Recipient will provide the Commission Agreement Manager and any individuals designated by the Energy Commission or the California Public Utilities Commission with access to the Recipient's intellectual property in order to exercise the license and march-in rights described above, and to determine any royalty payments due under the Agreement.

#### 2) Preservation of Intellectual Property

The Recipient will preserve intellectual property at its own expense for at least ten (10) years from the Agreement's end date, unless the Recipient agrees to a longer retention period.

### e. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

The Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

## 21. ***Royalty Payments to the Commission***

**"Sale," "sales," and "sold"** mean the sale, license, lease, or other transfer of intellectual property. **Sales Price** means the price at which intellectual property is sold, excluding sales tax.

- a. The Recipient will pay the Energy Commission a royalty of one and one-half percent (1.5%) of the sales price of all sales for which the Recipient receives a payment, beginning on the Agreement's effective date and extending for ten (10) years from the Agreement's end date.

#### Exhibit IV - CEC Grant Agreement

- b. The Recipient will make payments in annual installments due on the first day of March in the calendar year immediately following the year during which the Recipient received any payment for sales.
- c. The Recipient is not required to make a royalty payment for any calendar year in which payments for sales are less than \$1000. Total royalty payments will be limited to three (3) times the amount of funds paid by the Energy Commission under the Agreement.
- d. If intellectual property was developed in part with match funds during the Agreement term, the royalty payment will be reduced in accordance with the percentage of intellectual property development activities that were funded with match funds. For example, if 10% of the development activities were funded with match funds during the Agreement and payments for sales totaled \$100,000 in one year, the Recipient would owe the Energy Commission \$1350 for the year ( $1.5\%$  of \$100,000 = \$1500;  $10\%$  of \$1500 = \$150;  $\$1500 - \$150 = \$1350$ ).

If the Energy Commission is providing funds to the Recipient under this Agreement as a project match partner and Energy Commission funds are used in part to develop intellectual property, the royalty payments will be reduced in accordance with the percentage of intellectual property development activities that were funded with non-Energy Commission funds during the Agreement term. For example, if 80% of the development activities were funded with Recipient and/or third party funds during the Agreement and payments for sales totaled \$100,000 in one year, the Recipient would owe the Energy Commission \$300 for the year ( $1.5\%$  of \$100,000 = \$1500;  $80\%$  of \$1500 = \$1200;  $\$1500 - \$1200 = \$300$ ).

- e. The Recipient may make an early buyout payment to the Energy Commission without a pre-payment penalty, as an alternative to making annual royalty payments for ten (10) years following the Agreement's end date. The payment must be in a lump sum amount equal to one and a half (1.5) times the amount of funds paid by the Energy Commission under the Agreement and made within five (5) years of the Agreement's end date. The payment amount due under the early buyout option will not be reduced by the percentage of match funds as described above.
- f. The Recipient may not make any sale of intellectual property for consideration other than fair market value. Such activity constitutes breach of this Agreement, and will obligate the Recipient to repay within sixty (60) days the early buyout amount due. In the event of breach, the Energy Commission may exercise all rights and remedies available to it under law and at equity.
- g. Royalty payments not made within fifteen (15) days of the due date will constitute breach of this Agreement. The payments will become debt obligations of the Recipient to the Energy Commission, due upon demand and bearing interest at the maximum interest rate allowed by law.
- h. The Recipient will maintain separate accounts within its financial and other records for the purpose of tracking components of sales and royalties due to the Energy Commission under this Agreement.
- i. Payments to the Energy Commission are subject to audit as provided for under the Recordkeeping, Cost Accounting, and Auditing section.
- j. The Recipient will include these royalty provisions in its agreements with all subcontractors who develop or assist with the development of intellectual property.

**22. General Provisions**

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:

- a) A change of address.
- b) A change in business name or ownership.
- c) The existence of any litigation or other legal proceeding affecting the project or Agreement.
- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
- e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.

## Exhibit IV - CEC Grant Agreement

- 2) The Recipient must provide the Commission Agreement Manager with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Pre-Existing and Independently Funded Intellectual Property (Section 19)
- Intellectual Property (Section 20)
- Royalty Payments to the Commission (Section 21)
- California Taxpayer Access to Publicly Funded Research Act (Section 24)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

**23. Certifications and Compliance**

a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

## Exhibit IV - CEC Grant Agreement

### b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

### c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

## Exhibit IV - CEC Grant Agreement

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**24. California Taxpayer Access to Publicly Funded Research Act**

- a. As a condition to receiving funding under this Agreement, the Recipient agrees to fully comply with the California Taxpayer Access to Publicly Funded Research Act (California Government Code sections 13989 et seq., the "Act") and provisions of this section, which apply to publications describing knowledge, an invention, or technology funded within the scope of this Agreement.

## Exhibit IV - CEC Grant Agreement

- b. For purposes of complying with the Act and this section of the Agreement, the following definitions shall apply.
  - 1) "Peer-Reviewed Manuscript" means a manuscript after it has been peer reviewed and in the form in which it has been accepted for publication in a scientific journal.
  - 2) "Research Grant" in the Act and "this Agreement" in this section mean this Agreement.
  - 3) "State Agency" in the Act means the Energy Commission.
- c. The Recipient shall provide for free public access to any Peer-Reviewed Manuscript developed within the scope of this Agreement.
- d. The Recipient shall ensure that any publishing or copyright agreements concerning Peer-Reviewed Manuscripts:
  - 1) Fully comply with California Government Code section 13989.6;
  - 2) Do not conflict with the Energy Commission's rights under this Agreement;
  - 3) Secure for the Energy Commission the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 20; and
  - 4) Recognize the free public access to the Peer-Reviewed Manuscript.
- e. The Recipient shall report to the Energy Commission the final disposition of any Peer-Reviewed Manuscript, including but not limited to if it was published; when it was published; where it was published; and, when the 12-month time period expires, where the Peer-Reviewed Manuscript will be available for open access.
- f. Not later than 12 months after the official date of publication, or sooner if specified in the Schedule of Products, the Recipient shall make available to the Energy Commission an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement.
- g. The Recipient shall make publicly accessible an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement, not later than 12 months after the official date of publication, on a repository approved in writing by the Energy Commission, including but not limited to the University of California's eScholarship Repository at the California Digital Library; the California State University's ScholarWorks at the Systemwide Digital Library; or PubMed Central. The Recipient shall notify the Energy Commission when the Peer-Reviewed Manuscript is available on an Energy Commission-approved repository.

## Exhibit IV - CEC Grant Agreement

- h. If the Recipient is unable to ensure that its Peer-Reviewed Manuscript is accessible on an Energy Commission-approved, publicly accessible repository, the Recipient may comply by providing the manuscript to the Energy Commission not later than 12 months after the official date of publication.
- i. For any publications other than a Peer-Reviewed Manuscript, (herein referred to as "Other Publications") including scientific meeting abstracts, developed within the scope of this Agreement, the Recipient shall:
  - 1) Provide an electronic version of the Other Publications to the Energy Commission not later than 12 months after the official date of publication.
  - 2) Ensure that any publishing or copyright agreements concerning Other Publications:
    - i. Do not conflict with the Energy Commission's rights under this Agreement.
    - ii. Secure for the Energy Commission the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 20.
- j. The Act states that "Grantees are authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution." Recipient agrees that for purposes of this Agreement, the Recipient is only authorized to use funds under this Agreement, including Matching funds, for these purposes **if the expenses are included in the Agreement's Budget and meet the other Agreement requirements for payment, including that the Commission will only reimburse the Recipient for expenditures incurred during the Agreement term. If these expenses are not included in the Budget, both parties must agree and amend the Budget to include such expenditures before Recipient is authorized to use Agreement funds, either reimbursable expenses or match, for these purposes.**
- k. Should a conflict exist between the terms in this Section 24 and other terms of this Agreement, the terms in this section prevail.

### **25. Commission Remedies for Recipient's Non-Compliance**

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.



26. **Definitions**

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Confidential Information** means information that the Recipient has satisfactorily identified as confidential in Attachment 1 to this Exhibit and that the Energy Commission has agreed to designate as confidential under Title 20 California Code of Regulations Section 2505.
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **EPIC** means the Electric Program Investment Charge, an electricity ratepayer-funded surcharge authorized by the California Public Utilities Commission in December 2011.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Independently Funded Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice by the Recipient or a third party during or after the Agreement term without Energy Commission or match funds; and (b) associated proprietary rights to these items that are obtained without Energy Commission or match funds, such as patent and copyright.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices. The Commission owns such products regardless of their funding source.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

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“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- **Invention** means intellectual property that is patentable.
- **Load-serving entity** means a company or other organization that provides electricity to EPIC ratepayers.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation’s discussion of match funding for guidelines specific to the project.
- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Pre-existing intellectual property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that the Recipient or a third party owned or possessed prior to the effective date of this Agreement and that have not been developed, altered, or reduced to practice with Energy Commission or match funds; and (b) associated proprietary rights to these items that are obtained without Energy Commission or match funds, such as patent and copyright.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **Project-relevant pre-existing intellectual property and project-relevant independently funded intellectual property** mean pre-existing and independently funded intellectual property used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.
- **Sale, Sales, and Sold** mean the sale, license, lease, or other transfer of intellectual property.
- **Sales Price** means the price at which intellectual property is sold, excluding normal returns and allowances such as sales tax.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

**Exhibit C-1**  
**Confidential Products and Project-Relevant Pre-Existing and Independently Funded Intellectual Property**

**1. Instructions**

Identification of Confidential Information

- **Prior to the effective date of the Agreement**, the Recipient must identify in Section 2 of this attachment any products (or information contained within products) that it considers to be confidential. If the Energy Commission agrees that the information is confidential, it will not disclose it except as provided in Section 19 (Confidentiality) of these terms and conditions.
- **During the Agreement**, if the Recipient develops additional information not originally anticipated as confidential, it must follow the procedures for a request for designation of confidential information specified in Title 20 California Code of Regulations (CCR) Section 2505.

The Energy Commission's Executive Director will make the confidentiality determination. Following this determination, the confidential information may be added to this attachment through a Letter of Agreement (see Section 6 (Amendments) and Attachment 2 (Sample Letter of Agreement)). The Energy Commission will not disclose information subject to an application for confidential designation except as provided in Section 19.

- **When submitting products containing confidential information**, the Recipient must mark each page of any document containing confidential information as "confidential" and present it in a sealed package to the Contracts, Grants, and Loans Office.

The Commission Agreement Manager may require the Recipient to submit a non-confidential version of the product, if it is feasible to separate the confidential information from the non-confidential information.

Identification of Project-Relevant Independently Funded and Pre-Existing Intellectual Property

- The Recipient must identify all project-relevant pre-existing intellectual property and project-relevant independently funded intellectual property in Section 3 of this attachment prior to the effective date of the Agreement, or within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement. This attachment may be amended by a Letter of Agreement (see Section 6 (Amendments) and Attachment 2 (Sample Letter of Agreement)).
  - **"Project-relevant pre-existing intellectual property" and "project-relevant independently funded intellectual property"** mean pre-existing and independently funded intellectual property used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement.
  - **"Pre-existing intellectual property"** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that the Recipient or a third party owned or possessed prior to the effective date of this Agreement and that have not been developed, altered, or reduced to practice with Energy Commission or match funds; and (b) associated proprietary rights to these items

## Exhibit IV - CEC Grant Agreement

- that are obtained without Energy Commission or match funds, such as patent and copyright.
- **"Independently funded intellectual property"** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice by the Recipient or a third party during or after the Agreement term without Energy Commission or match funds; and (b) associated proprietary rights to these items that are obtained without Energy Commission or match funds, such as patent and copyright.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices. The Commission owns such products regardless of their funding source.

- **Failure to identify project-relevant pre-existing or independently funded intellectual property** in this attachment may result in the property's designation as "intellectual property" that is subject to licenses and royalties, as described in Sections 21 (Intellectual Property) and 22 (Royalty Payments to the Commission).

### 2. Confidential Products and/or Confidential Information Contained within Products

The Energy Commission designates the following products (or information contained within products) as confidential, in accordance with Title 20 California Code of Regulations Section 2505(c)(2)(B).

<b>Product name</b>	NONE
<b>Task/subtask number</b>	
<b>Information to be kept confidential</b>	<input type="checkbox"/> Entire product <input type="checkbox"/> Selected information within product ( <i>describe below; be as specific as possible</i> ):
<b>Legal basis for confidentiality designation</b>	<input type="checkbox"/> California Public Records Act, located in California Government Code Sections 6250 et seq. ( <i>identify the relevant section(s) and subsection(s) below</i> ):  <input type="checkbox"/> Other law ( <i>identify below, including the relevant section(s) and subsection(s)</i> ):
<b>Term of confidentiality</b>	MM-DD-YY to MM-DD-YY
<b>Trade secrets only</b> Answer the following questions if the product/information described above is considered a trade secret (i.e., confidential business information that provides the business with a competitive advantage):  1. What is the nature of the competitive advantage provided by the product/information?  2. How would the competitive advantage be lost by disclosure? (generally describe the value of the product/information and the ease or difficulty with which it may be legitimately acquired or duplicated by others).	

### 3. Project-Relevant Pre-Existing Intellectual Property and Project-Relevant Independently Funded Intellectual Property

The Recipient has identified the following items as "project-relevant pre-existing intellectual property" and/or "project-relevant independently funded intellectual property," as defined in Sections 20 (Pre-Existing and Independently Funded Intellectual Property) and 25 (Definitions) of these terms and conditions. The Commission makes no ownership, license, or royalty claims to this property, and may only access it for the purposes described in Section 20.

<b>Name/Title of Intellectual Property</b>	Smart electric vehicle (EV) charging and grid integration apparatus and methods
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input checked="" type="checkbox"/> Project-relevant independently funded intellectual property <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Invention  <input checked="" type="checkbox"/> Technology  <input checked="" type="checkbox"/> Design  <input type="checkbox"/> Drawing  <input type="checkbox"/> Data  <input checked="" type="checkbox"/> Software  <input type="checkbox"/> Formula </div> <div> <input checked="" type="checkbox"/> Process  <input checked="" type="checkbox"/> Technique  <input type="checkbox"/> Work of Authorship  <input type="checkbox"/> Trademark/ Service mark  <input type="checkbox"/> Logo </div> </div>
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<input type="checkbox"/> Copyright <input checked="" type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner: Gadh, Rajit; Mal, Siddhartha; Prabhu, Shivanand; Chu, Chi-Cheng; Sheikh, Omar; Chung, Ching-Yen; He, Lei; Xiao, Bingjun; Shi, Yiyu Number and date: 9,026,347 2015-05-05 <i>For pending applications</i> Name of applicant: Application number and date:
<b>Unregistered Intellectual Property</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Trade Secret Name of owner:
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	The property will be and has been used to integrate electric vehicle charging hardware, electric vehicles, solar panels, battery energy storage, fleets and utility interfaces, and telematics to demonstrate smart charging and bi-directional charging.

Exhibit IV - CEC Grant Agreement

<b>Name/Title of Intellectual Property</b>	Power control apparatus and methods for electric vehicles
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input checked="" type="checkbox"/> Project-relevant independently funded intellectual property <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Invention  <input checked="" type="checkbox"/> Technology  <input checked="" type="checkbox"/> Design  <input type="checkbox"/> Drawing  <input type="checkbox"/> Data  <input checked="" type="checkbox"/> Software  <input type="checkbox"/> Formula </div> <div> <input checked="" type="checkbox"/> Process  <input checked="" type="checkbox"/> Technique  <input type="checkbox"/> Work of Authorship  <input type="checkbox"/> Trademark/ Service mark  <input type="checkbox"/> Logo </div> </div>
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<input type="checkbox"/> Copyright <input checked="" type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner: R Gadh, C Chung, C Chu, L Qiu Number and date: 9,290,104   2016-03-22 <i>For pending applications</i> Name of applicant: Application number and date:
<b>Unregistered Intellectual Property</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Trade Secret Name of owner:
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	The property will be and has been used to integrate electric vehicle charging hardware, electric vehicles, solar panels, battery energy storage, fleets and utility interfaces, and telematics to demonstrate smart charging and bi-directional charging.

Exhibit IV - CEC Grant Agreement

<b>Name/Title of Intellectual Property</b>	Network based management for multiplexed electric vehicle charging
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input checked="" type="checkbox"/> Project-relevant independently funded intellectual property <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Invention  <input checked="" type="checkbox"/> Technology  <input checked="" type="checkbox"/> Design  <input type="checkbox"/> Drawing  <input type="checkbox"/> Data  <input checked="" type="checkbox"/> Software  <input type="checkbox"/> Formula </div> <div> <input checked="" type="checkbox"/> Process  <input checked="" type="checkbox"/> Technique  <input type="checkbox"/> Work of Authorship  <input type="checkbox"/> Trademark/ Service mark  <input type="checkbox"/> Logo </div> </div>
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<input type="checkbox"/> Copyright <input checked="" type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner: R Gadh, CY Chung, L Qui, C Chu  Number and date: 9,620,970   2017-04-11 <i>For pending applications</i> Name of applicant: Application number and date:
<b>Unregistered Intellectual Property</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Trade Secret Name of owner:
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	The property will be and has been used to integrate electric vehicle charging hardware, electric vehicles, solar panels, battery energy storage, fleets and utility interfaces, and telematics to demonstrate smart charging and bi-directional charging.

Exhibit IV - CEC Grant Agreement

<b>Name/Title of Intellectual Property</b>	Artificial Intelligence Based Machine Learning Prediction of arrival/departure times, and start/end of charging of electric vehicle using GPS, routes, traffic, state of charge and telematics data
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input checked="" type="checkbox"/> Project-relevant independently funded intellectual property <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Invention  <input checked="" type="checkbox"/> Technology  <input checked="" type="checkbox"/> Design  <input type="checkbox"/> Drawing  <input type="checkbox"/> Data  <input checked="" type="checkbox"/> Software  <input type="checkbox"/> Formula </div> <div> <input type="checkbox"/> Process  <input checked="" type="checkbox"/> Technique  <input type="checkbox"/> Work of Authorship  <input type="checkbox"/> Trademark/ Service mark  <input type="checkbox"/> Logo </div> </div>
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner: Number and date: <i>For pending applications</i> Name of applicant: Application number and date:
<b>Unregistered Intellectual Property</b>	<input checked="" type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Trade Secret  Name of owner: MOEV Inc.
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	The property will be and has been used to integrate electric vehicle charging hardware, electric vehicles, solar panels, battery energy storage, fleets and utility interfaces, and telematics to demonstrate smart charging and bi-directional charging.



Exhibit IV - CEC Grant Agreement

<b>Name/Title of Intellectual Property</b>	Dynamic optimization of electric vehicle charging schedules and power levels to perform electric vehicle charging management and control with the objective to reduce energy cost for fleet operations via Operating Expense and Capital Expense minimization
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input checked="" type="checkbox"/> Project-relevant independently funded intellectual property <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Invention  <input checked="" type="checkbox"/> Technology  <input checked="" type="checkbox"/> Design  <input type="checkbox"/> Drawing  <input type="checkbox"/> Data  <input checked="" type="checkbox"/> Software  <input type="checkbox"/> Formula </div> <div> <input type="checkbox"/> Process  <input checked="" type="checkbox"/> Technique  <input type="checkbox"/> Work of Authorship  <input type="checkbox"/> Trademark/ Service mark  <input type="checkbox"/> Logo </div> </div>
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner:  Number and date: <i>For pending applications</i> Name of applicant: Application number and date:
<b>Unregistered Intellectual Property</b>	<input checked="" type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Trade Secret  Name of owner: MOEV Inc.
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	The property will be and has been used to integrate electric vehicle charging hardware, electric vehicles, solar panels, battery energy storage, fleets and utility interfaces, and telematics to demonstrate smart charging and bi-directional charging.

Exhibit IV - CEC Grant Agreement

<b>Name/Title of Intellectual Property</b>	Artificial Intelligence based Machine Learning Prediction of Energy Consumption in electric vehicle fleets based on real-time and historical vehicle telematics data, weather, traffic, driving patterns, and driving routes
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input checked="" type="checkbox"/> Project-relevant independently funded intellectual property  <input checked="" type="checkbox"/> Invention <input type="checkbox"/> Process <input checked="" type="checkbox"/> Technology <input checked="" type="checkbox"/> Technique <input checked="" type="checkbox"/> Design <input type="checkbox"/> Work of Authorship <input type="checkbox"/> Drawing <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Data <input type="checkbox"/> Logo <input checked="" type="checkbox"/> Software <input type="checkbox"/> Formula
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner:  Number and date: <i>For pending applications</i> Name of applicant: Application number and date:
<b>Unregistered Intellectual Property</b>	<input checked="" type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Trade Secret  Name of owner: MOEV Inc.
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	The property will be and has been used to integrate electric vehicle charging hardware, electric vehicles, solar panels, battery energy storage, fleets and utility interfaces, and telematics to demonstrate smart charging and bi-directional charging.

Exhibit IV - CEC Grant Agreement

<b>Name/Title of Intellectual Property</b>	Bi-directional Electric Vehicle charging enabled with integration of Smart Charging (V1G), Vehicle-to-Grid Charging (V2G), solar PV, battery energy storage system, microgrid control and Demand Response
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input checked="" type="checkbox"/> Project-relevant independently funded intellectual property <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Invention  <input checked="" type="checkbox"/> Technology  <input checked="" type="checkbox"/> Design  <input type="checkbox"/> Drawing  <input type="checkbox"/> Data  <input checked="" type="checkbox"/> Software  <input type="checkbox"/> Formula </div> <div> <input type="checkbox"/> Process  <input checked="" type="checkbox"/> Technique  <input type="checkbox"/> Work of Authorship  <input type="checkbox"/> Trademark/ Service mark  <input type="checkbox"/> Logo </div> </div>
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<b>Unregistered Intellectual Property</b>	<input checked="" type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Trade Secret  Name of owner: MOEV Inc.
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	The property will be and has been used to integrate electric vehicle charging hardware, electric vehicles, solar panels, battery energy storage, fleets and utility interfaces, and telematics to demonstrate smart charging and bi-directional charging.

Exhibit IV - CEC Grant Agreement

<b>Name/Title of Intellectual Property</b>	Artificial Intelligence based Machine Learning Prediction of Battery State of Charge (SOC) for electric vehicles during driving and when stationary, using historical and live data on telematics and EV charging data
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input checked="" type="checkbox"/> Project-relevant independently funded intellectual property <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Invention  <input checked="" type="checkbox"/> Technology  <input checked="" type="checkbox"/> Design  <input type="checkbox"/> Drawing  <input type="checkbox"/> Data  <input checked="" type="checkbox"/> Software  <input type="checkbox"/> Formula </div> <div> <input type="checkbox"/> Process  <input checked="" type="checkbox"/> Technique  <input type="checkbox"/> Work of Authorship  <input type="checkbox"/> Trademark/ Service mark  <input type="checkbox"/> Logo </div> </div>
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner: Number and date: <i>For pending applications</i> Name of applicant: Application number and date:
<b>Unregistered Intellectual Property</b>	<input checked="" type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Trade Secret  Name of owner: MOEV Inc.
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	The property will be and has been used to integrate electric vehicle charging hardware, electric vehicles, solar panels, battery energy storage, fleets and utility interfaces, and telematics to demonstrate smart charging and bi-directional charging.

**Category Budget**  
 (see instructions)

<b>Name of Organization</b>	GTrans
-----------------------------	--------

<b>Cost Category</b>	<b>Energy</b>	<b>Match Share</b>	<b>Total</b>
Direct Labor	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -
<b>Total Labor</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Travel	\$ -	\$ -	\$ -
Equipment	\$ 210,000	\$ 3,000,000	\$ 3,210,000
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subcontractors	\$ 140,000	\$ -	\$ 140,000
<b>Total Other Direct Costs</b>	<b>\$ 350,000</b>	<b>\$ 3,000,000</b>	<b>\$ 3,350,000</b>
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
<b>Total Indirect and Profit</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Totals</b>	<b>\$ 350,000</b>	<b>\$ 3,000,000</b>	<b>\$ 3,350,000</b>
<b>Amount of funds to be Spent in California**</b>			
<b>Percentage of Funds to be spent in California</b>			

**Category Budget Instructions**

1. Insert name of the organization (either Contractor/Recipient or Subcontractor).
All subcontracts containing: a) \$100,000 or more of Energy Commission funds; or
b) 25% or more of the total Energy Commission funds awarded must complete a full set of budget forms.
2. Check appropriate box to identify whether the budget forms are for the Contractor/Recipient or a Subcontractor.
3. Check appropriate box(es) to identify whether entity is a small business, micro business, and/or Disabled Veteran Business Enterprise.
4. No other input is necessary on this page as other cells self-populate. (**) "Spent in California" means that:
(1) Funds in the "Direct Labor category and all categories calculated based on direct labor (e.g., fringe benefits, indirect costs and profit) are paid to individuals that pay California state income taxes on wages received for work performed under the agreement. Payments made to out-of-state workers do not count as "funds spent in California." However, funds spent by out-of-state workers in California (e.g., hotel and food) can count as "funds spent in California."; AND
(2) Business transactions (e.g., material and equipment purchases, leases, and rentals) are entered into with a business located in California. (3) Total should include any applicable subcontractors.
Only Energy Commission reimbursable funds counts towards funds spent in California total.

**Equipment**  
(see instructions)

**GTrans**

Task	Description	Purpose	#	Unit Cost	Energy	Match	Total
All	Electric Bus Smart Chargers and cable handling systems	Providing smart charging for electric buses	7	\$ 30,000	\$ 210,000	\$ -	\$ 210,000
All	GTrans will now purchase 7 new electric buses. \$3,000,000 out of the total cost will be used as matching fund for this project.	Site host and contribution to matching fund from BEB purchase, installation of PV and battery storage system		\$ -	\$ -	\$ 3,000,000	\$ 3,000,000
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
<b>Total:</b>				\$ 210,000	\$ 3,000,000	\$ 3,210,000	

**Equipment Instructions**

1. Equipment is defined as items having a <b>per unit</b> cost of at least \$5,000 and a useful life of at least 1 year. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of Materials purchased for the Project. Items not meeting this definition should be included on the Materials & Miscellaneous worksheet.
2. Insert the applicable Task No. from the Scope of Work that the equipment supports. Multiple tasks may be identified.
3. Insert a description of the equipment. The description should be sufficient to allow the Energy Commission to easily tie the equipment to backup documentation provided with the invoice and the Scope of Work.
4. Insert a concise purpose of the equipment (i.e., why is the equipment needed for the project?).
5. Insert the number of units to be purchased.
6. Insert the <b>per unit</b> cost of the equipment.
7. Insert the dollar amount to be reimbursed with Energy Commission funds. <b>Whole dollars only.</b>
8. Insert the dollar amount to be charged as match share. <b>Whole dollars only.</b>
9. Totals on each line <b>must equal</b> # of Units multiplied by the Per Unit Cost.
10. Confirm all totals across and down are accurate.



**Subcontracts**

(see instructions)

**GTrans**

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
2,3	Electric Contractor (TBD)	Installation of 7 EV chargers, subpanels, transformer and circuits to		\$ 140,000	\$ -	\$ 140,000
<b>Total:</b>				<b>\$ 140,000</b>	<b>\$ -</b>	<b>\$ 140,000</b>

**Subcontracts Instructions**

<b>1. Each subcontract containing: 1) \$100,000 or more of Energy Commission funds; or 2) 25% or more of the total Energy Commission funds requested requires completion of separate set of complete budget forms detailing the expected expenditures of the subcontractor.</b>	
2. Include all subcontractors that have a direct contractual relationship with the organization to which these budget forms pertain including those that must also complete their own set of budget forms.	
3. Insert the applicable Task No. from the Scope of Work that the subcontract supports. Insert multiple task numbers if applicable.	
4. Insert the name of the subcontractor, if known. If not known, insert "TBD."	
5. Insert a concise purpose of the subcontract (i.e., why is the subcontract needed for the project?).	
6. Insert the dollar amount to be reimbursed with Energy Commission funds. <b>Whole dollars only.</b>	
7. Insert the dollar amount to be charged as match share. <b>Whole dollars only.</b>	
8. Totals on each line <b>must equal</b> total amount of subcontract.	
9. Confirm all totals across and down are accurate.	
10. Insert whether the subcontractor is a certified Disabled Veteran Business Enterprise (DVBE), Small Business (SB)	
or Micro Business (MB). Appropriate answers are "DVBE", "SB", "MB", "None", or "TBD". Certification status can be verified at the following website: <a href="https://www.caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://www.caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a>	

**ATTACHMENT 10**  
**Commitment and Support Letters**

Letter of Commitment/Support	# 1 of 6 for	MOEV Inc.
<b>Type of Letter</b>	<input checked="" type="checkbox"/> Commitment	<input checked="" type="checkbox"/> Support
<b>Commitment Letter Subject Matter</b> <i>(select one or more as appropriate)</i>	<input checked="" type="checkbox"/> Match Funding <input type="checkbox"/> Project Partner	<input checked="" type="checkbox"/> Pilot Test/Demonstration/Deployment Site
<b>Type of Match Funding</b> <i>(if applicable)</i>	<input type="checkbox"/> Cash in hand <input checked="" type="checkbox"/> Equipment <input type="checkbox"/> Materials <input type="checkbox"/> Information technology services	<input type="checkbox"/> Travel <input type="checkbox"/> Subcontractor costs <input checked="" type="checkbox"/> Contractor/project partner in-kind labor costs <input type="checkbox"/> Advanced practice costs
<b>Author of Letter (name and title)</b>	Clint Osorio	City Manager, City of Gardena
<b>Phone Number and Email Address of Author</b>	310.217.9503	cosorio@ci.gardena.ca.us
<b>Address of Author (city, state, and zip code)</b>	1700 West 162nd Street	Gardena, CA 90247





**OFFICE of the CITY MANAGER**

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9503

January 6, 2020

REF: 2021.002

Attn: Brad Worster,  
Commission Agreement Officer  
California Energy Commission  
1516 Ninth Street, MS-18  
Sacramento, California 95814

RE: Solicitation GFO-20-304 – Evaluating Bi-Directional Energy Transfers and Distributed Energy Resource Integration for Medium and Heavy-Duty Fleet Electrification – MOEV Inc. Proposal

Dear Mr. Worster,

The City of Gardena is pleased to offer this letter of commitment as a key project partner, site host and match share contributor in support of the grant proposal from MOEV Inc. under the California Energy Commission (CEC) grant funding opportunity GFO-20-304 – Evaluating Bi-Directional Energy Transfers and Distributed Energy Resource Integration for Medium and Heavy-Duty Fleet Electrification.

The City of Gardena's Transportation Department (GTrans), is delighted to collaborate with MOEV Inc. and the team in their proposal to deploy MOEV's Artificial Intelligence based electric vehicle (EV) charging infrastructure for utilization by the GTrans' fleet of Battery Electric Buses (BEBs).

GTrans inaugurated service in 1940 and for over 80 years has been one of three municipal transit operators serving the South Bay subregion of Los Angeles County. Boarding nearly three million customers annually on the system, GTrans provides a family of transit services which includes fixed route bus service using a fleet of 43 buses deployed in maximum service over five routes. GTrans operates in a diverse urban environment, which includes the City of Gardena and the cities of Torrance, Redondo Beach, Carson, Compton, Lomita, Los Angeles Hawthorne, and certain unincorporated areas of Los Angeles County. Most communities served by GTrans are in Disadvantaged Communities and Low-Income Communities as identified by SB 535 and AB 1550, respectively.

During the funding period, GTrans will be adding an additional seven (7) battery electric, heavy duty buses, a 350kW of solar panel, and, a battery energy storage system, to support the Distributed Energy Resource integration to the EV charging infrastructure, located within our transit fleet yard, located at 13999 S. Western Avenue in Gardena, CA. The cost of the additional seven electric buses, and GTrans' commitment to deploy a total of 13 electric buses by 2025 – funded through Federal Transit Administration (FTA) Section 5307 allocations in approved grants, along with local sales tax revenue allocated annually to GTrans – will be used as match funding for the project. We commit to providing a match of \$3 million of available federal funds designated specifically for the purchase of electric buses, along with

TASHA CERDA, Mayor / MARK E. HENDERSON, Mayor Pro Tem

PAULETTE C. FRANCIS, Councilmember / ART KASKANIAN, Councilmember / RODNEY G. TANAKA, Councilmember

MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney

staff support for the project. The MOEV installation will allow us to maximize our associated CAPEX resource utilization using our BEBs while simultaneously minimizing the OPEX for our EV charger installations.

This infrastructure will be networked and integrated with advanced smart EV charging stations using MOEV Cloud AI software. The infrastructure will allow GTrans to move forward with bus electrification while minimizing operating expenses and helping create an integrated distributed energy system behind our meter, which is managed by Southern California Edison utility, thereby enabling our site to be software-controlled and provide services to the grid operator including resilience and the ability to increase the amounts of renewables on the grid. We envision, as this MOEV/GTrans proposal details, that CEC funding will give GTrans a vital leg-up toward our City's bus electrification goals, a process already underway for a half decade, with our thanks to previous support from the California Energy Commission in which GTrans repowered five buses with electric propulsion systems.

In addition to supporting GTrans' transition to zero emission technology and furthering the State's climate change policies, we know that these investments will yield benefits to our community. The benefits, aimed at improving public health, mobility, quality of life and economic opportunity in California's most burdened communities will also reduce the pollution that causes climate change.

If you have any questions, please don't hesitate to contact Ernie Crespo, Director of Transportation on my staff at (310) 965-8801 or [ecrespo@gardenabus.com](mailto:ecrespo@gardenabus.com). We appreciate your consideration of this worthwhile project.

Sincerely,



Clint Osorio  
City Manager



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 18.A  
Section: COUNCIL ITEMS  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6598, Designating Certain Members of the Gardena City Council to serve as Representatives on the South Bay Council of Governments Governing Board

**COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Adopt Resolution No. 6598**

**RECOMMENDATION AND STAFF SUMMARY:**

It is respectfully requested that the City Council adopt Resolution No. 6598.

The bylaws of the South Bay Council of Governments (SBCCOG) require that cities designate their delegate and alternate to the SBCCOG by way of a resolution from each member city.

Council considered the regular, annual assignments of Gardena's Council Delegates and Alternates to all Outside Committees at their July 26, 2022, City Council Meeting. At that time, Councilmember Rodney G. Tanaka was approved to serve as the Delegate, and Councilmember Wanda Love was approved as the Alternate, to the Governing Board of the South Bay Cities Council of Governments.

Therefore, this resolution is prepared pursuant to SBCCOG's requirements, and includes the names of those approved at the July 26, 2022, Council Meeting.

**FINANCIAL IMPACT/COST:**

N/A

**ATTACHMENTS:**

[Resolution No. 6598 - Designating Representatives to SBCCOG.pdf](#)

APPROVED:

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Clint Osorio, City Manager



## **RESOLUTION NO.6598**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DESIGNATING CERTAIN CITY COUNCIL MEMBERS TO SERVE AS REPRESENTATIVES ON THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS GOVERNING BOARD**

WHEREAS, the City of Gardena, California, is a Member of the South Bay Cities Council of Governments; and

WHEREAS, Section B. of Article II of the Bylaws of the South Bay Cities Council of Governments requires that the "Governing Board Representative and Alternate Governing Board Representative for a Member shall be designated by a resolution of that Member's legislative body."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVES, AS FOLLOWS:

SECTION 1. That Council Member Rodney G. Tanaka is designated to serve as its representative on the Governing Board of the South Bay Cities Council of Governments; and the City Council also resolves that Council Member Wanda Love is designated to serve as the alternate representative on the Governing Board of the South Bay Cities Council of Governments in the event that Council Member Tanaka is unable to serve as a representative or is unable to attend the meetings of the Governing Board of the South Bay Cities Council of Governments.

SECTION 2. That a certified copy of this Resolution shall be sent to the Executive Director of South Bay Cities Council of Governments.

SECTION 3. That the Resolution shall be effective immediately.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this \_\_\_\_ day of August, 2022.

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TASHA CERDA, Mayor

ATTEST:

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MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



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CARMEN VASQUEZ, City Attorney



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 18.B  
Section: COUNCIL ITEMS  
Meeting Date: August 9, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Designation of Voting Delegate / Representative for the League of California Cities Annual Conference and Expo - September 7-9, 2022

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Designate Voting Delegate**

#### **RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that the City Council designate a member of the City Council to serve as the City of Gardena's Voting Delegate during the September 7-9, 2022, League of California Cities Annual Conference and Expo.

Consistent with League bylaws, a city's voting delegate must be designated by its City Council.

As Gardena's Delegate to the Los Angeles County League of California Cities, Council Member Rodney G. Tanaka is available to attend and represent the City of Gardena at the Annual Conference and Expo, and will be available to serve in this capacity. In the event that Council Member Tanaka cannot attend, Council Member Wanda Love, the Alternate to the Los Angeles County League of California Cities, can attend and represent the City of Gardena.

Therefore, Staff recommends that the City Council designate Council Member Tanaka to represent the City of Gardena as its official Voting Delegate and Council Member Love as the official Voting Delegate - Alternate during the League's Annual Conference and Expo in September.

Council Action regarding selection of Voting Delegate is advised by August 31, 2022. The Selection information, attested by the City Clerk, will be submitted to the League of California Cities Office by the required 2022 deadline.

#### **FINANCIAL IMPACT/COST:**

N/A

#### **ATTACHMENTS:**

[League of CA Cities - Council Action Sheet 2022.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

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Clint Osorio, City Manager



Council Action Advised by August 31, 2022

**DATE:** June 1, 2022

**TO:** City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**  
**League of California Cities Annual Conference & Expo – September 7-9, 2022**

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.**

**Please view Cal Cities' [event and meeting policy](#) in advance of the conference.**

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.





LEAGUE OF  
**CALIFORNIA  
CITIES**

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



## **Annual Conference Voting Procedures**

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



**CITY:** \_\_\_\_\_

**2022 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
(circle one) (signature)

**Please complete and return by Friday, September 2, 2022 to:**

Darla Yacub, Assistant to the Administrative Services Director

E-mail: [dyacub@calcities.org](mailto:dyacub@calcities.org); Phone: (916) 658-8254