GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall
1700 West 162nd Street, Gardena, California
Website: www.cityofgardena.org

Tuesday, June 10, 2025
Closed Session 7:00 p.m.
Open Session 7:30 p.m.

TASHA CERDA, *Mayor*
RODNEY G. TANAKA, *Mayor Pro Tem*
MARK E. HENDERSON, *Council Member*
PAULETTE C. FRANCIS, *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*
ROSEMARY KOO, *Assistant City Attorney*

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

2. **PARTICIPATE BEFORE THE MEETING** by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.

3. **ATTEND THE MEETING IN PERSON**

   PUBLIC COMMENT: The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda at the following times:

   - Agenda Items – At the time the City Council considers the item or during Oral Communications
   - Non-agenda Items – During Oral Communications
   - Public Hearings – At the time for Public Hearings listed on the Agenda

   If you wish to address the Council, please complete a “Speaker Request” form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. 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 cityclerk@cityofgardena.org at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

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

2. **CLOSED SESSION**

2.A CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Tamika Williams v. City of Gardena
WCAB NO: ADJ17514578

2.B CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Significant exposure to litigation, pursuant to subdivision (d)(2) & (e)(3) of Government Code Section 54956.9
One Potential Case: Claim No. 20-03 REC, filed November 11, 2023, by Dominic Kemp, a minor, through his mother and Guardian Ad Litem, Vanessa Perez
(Copy of Claim is available in the City Clerk's office)

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

3. **PLEDGE OF ALLEGIANCE**

4. **INVOCATION**

Pastor Ataru Nakagawa
Gardena Japanese-American Seventh-day Adventist Church

5. **PRESENTATIONS**

5.A Certificate of Commendation in Special Recognition of Retirement and Long-Time Service to the City of Gardena:
1. Atanacio Jimenez - Police Sergeant with the Gardena Police Department - 30 years
2. Marc Edwards - Bus Operator with the Transportation Department - 3 years
Recognition-Employee Retirement-Nacho Jimenez.pdf
Recognition-Employee Retirement Marc Edwards.pdf

5.B Special Recognition of Ed Iskendarian for his dedication and contributions to the world of automotive performance in the City of Gardena and the South Bay.

5.C Gardena Events Video Presentation

6. PROCLAMATIONS

6.A "Pause for the Pledge of Allegiance" - June 14, 2025, through July 4, 2025 (*to be proclaimed only*)
Proclaim Only-Pledge of Allegiance-2025.pdf

6.B JUNETEENTH Commemoration Day - June 19, 2025 (*to be proclaimed only*)
Proclaim Only-Juneteenth 2025.pdf

7. APPOINTMENTS

7.A Council Appointments to Commissions, Committees, Councils and Boards (Appointees to be Ratified and Sworn In)

Beautification Commission - Darlene Castillo
(Appointed by Mayor Pro Tem Tanaka)

Senior Citizens Commission - Annie Roddy
(Appointed by Mayor Pro Tem Tanaka)

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.

PUBLIC COMMENT ON CONSENT CALENDAR

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 Approve Minutes
Regular Meeting of the City Council, May 27, 2025
CONTACT: CITY CLERK
05272025 CC MEETING - FINAL.pdf

8.C Approval of Warrants/Payroll Register, June 10, 2025
CONTACT: ADMINISTRATIVE SERVICES
Warrant-Payroll Register 06-10-25.pdf

8.D Personnel Report P-2025-10 06-10-24
CONTACT: ADMINISTRATIVE SERVICES
PERS RPT P-2025-10 06-10-25.pdf

8.E SECOND READING AND ADOPTION OF ORDINANCE NO. 1882 , Adding Chapter 9.72 (Vacant Registry Program) to Title 9 (Public Peace, Morals and Welfare) of the Gardena Municipal Code relating to properties that are vacant, abandoned or in foreclosure proceedings, and find that the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17.
CONTACT: COMMUNITY DEVELOPMENT
ORDINANCE 1882

8.F SECOND READING AND ADOPTION OF ORDINANCE NO. 1883, Amending the Gardena Municipal Code Chapter 18.13 relating to Accessory Dwelling Units and Junior Accessory Dwelling Units and find that the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17.
CONTACT: COMMUNITY DEVELOPMENT
Ordinance No. 1883

8.G SECOND READING AND ADOPTION OF ORDINANCE NO. 1884 , Amending the Gardena Municipal Code Chapter 18.04 (E Definitions), 18.12 (Single-Family Residential Zone (R-1)), 18.57 (Low Barrier Navigation Centers), and 18.76 (Supportive Housing for Homeless as a Use by Right) of Title 18 (Zoning Code), and Chapter 17.08 (Procedures and Standards) of Title 17 (Subdivisions) to implement State Laws relating to housing, and find that the Ordinance is exempt under the commonsense exemption of CEQA Guidelines section 15061(b)(3).
CONTACT: COMMUNITY DEVELOPMENT
Ordinance No. 1884.pdf

8.H Bingo License Renewal for Gardena Valley Japanese Cultural Institute, located at 1964 W. 162nd Street.
CONTACT: COMMUNITY DEVELOPMENT
Gardena Valley JCI Bingo License Renewal Application.pdf
Planning Division Comment Letter and Conditions.pdf
Gardena Police Dept Comment Letter.pdf
LACO Fire Dept Comment Letter.pdf

8.I Approve Paratransit Service Agreement with Los Angeles County
CONTACT: TRANSPORTATION
MOU_LA County Paratransit FY2025 & 2026.pdf

9. **EXCLUDED CONSENT CALENDAR**

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

11. **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.

12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

12.A Acceptance of the Government Finance Officers Association of the United States and Canada Certificate of Achievement for Excellence in Financial Reporting for the 39th Consecutive Year

Staff Recommendation: Receive and File
Certificate of Achievement for Excellence in Financial Reporting.pdf
Award of Financial Reporting Achievement.pdf

12.B Authorization to Lease to Purchase Five (5) 2025 Chevrolet Blazer Electric Vehicles from Enterprise Fleet Management with a Down Payment in the Amount of $310,789, and Monthly Fees Over a 60-Month Period in the Amount of $66,061 for a Total Requested Amount of $376,850

Staff Recommendation: Approve Purchase
2025 Chevrolet Blazer EV Quotes 8912617 8912618 8912619 8912621 8937325.pdf

12.C Public Hearing: Annual Recruitment and Vacancy Report per Assembly Bill (AB) 2561, Government Code Section 3502.3

Staff Recommendation:
Staff recommends that the City Council:

- Open the public hearing;
- Receive testimony from the public, allow three (3) minutes for each speaker;
- Close the public hearing

Staff Recommendation:

- Receive and file

13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

13.A PUBLIC HEARING: RESOLUTION NO. 6706, Approving Conditional Use Permit #1-25 to operate an indoor batting cage within an existing 5,677 square-foot warehouse located in the Industrial (M-1) zone located at 13008 Halldale Avenue, approve counting street parking toward the facility's required parking per GMC Section 18.40.080.B.3., find the Project exempt under CEQA Guidelines Section 15301 (Class 1 - Existing Facility).

Staff Recommendation: Staff respectfully recommends that the City Council: Open the public hearing; Hear Applicant's presentation; Receive testimony from the public, allowing three (3) minutes for each speaker; Allow Applicant to respond; and Close the public hearing. Staff Recommendation for Motion: Adopt Resolution No. 6706, approving Conditional Use Permit #1-25, Find the Project exempt under CEQA Guidelines Section 15301 (Class 1 - Existing Facility); Direct staff to file a Notice of Exemption.
City Council Staff Report
A- Planning Commission Resolution No. PC 6-25, approving the Project
B- Planning Commission Staff Report dated May 6, 2025
Parking Study

C - City Council Resolution
Exhibit A - Project Plans.
Exhibit B - Conditions of Approval

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

15. **DEPARTMENTAL ITEMS - POLICE**

15.A Execution of Five-Year Contract with Axon Enterprise, Inc. for Police Body Worn Video in the Amount Not to Exceed $681,072.94

Staff Recommendation: Authorize and execute contract
Axon OMNIA Contract with Attachments

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

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

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

19. **COUNCIL ITEMS**

20. **COUNCIL DIRECTIVES**

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

22. **COUNCIL REMARKS**

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

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

Ms. Cristina Castellucci, 95 years old, beloved aunt of our City Clerk, Mina Semenza, and long-time resident of Gardena.
Mrs. Joanna Giuliano, 81 years old, beloved mother of GEBAC Commissioner, Paul G. Giuliano, and an integral member of the Giuliano's Gardena Family Business.
Mr. Douglas Dixon, 83 years old and a long-time Gardena resident.

25. **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, June 24, 2025.

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.

Dated this 6th day of June 2025

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

Certificate of Commendation

presented to

Atanacio Jimenez

In official acknowledgment and with deep appreciation for an exemplary, outstanding 30 years of service to the

City of Gardena

as a

Police Sergeant

with the

Police Department

We, the Mayor and Members of the City Council of the City of Gardena, California, are pleased to present this special recognition to you for your long-time City service, and express our sincere, best wishes for a healthy, enjoyable, and rewarding retirement, effective May 29, 2025.

Presented ✧10th day of June, 2025

Mayor Tasha Cerda

Councilmember Rodney G. Tanaka

Councilmember Mark E. Henderson

Councilmember Paulette C. Francis

Councilmember Wanda Love

Certificate of Commendation

presented to

Marc Edwards

In official acknowledgment and with deep appreciation for an exemplary, outstanding 16 years of service, including 3 years full-time to the

City of Gardena

as a

Transit Mechanic

with the

Transportation Department

We, the Mayor and Members of the City Council of the City of Gardena, California, are pleased to present this special recognition to you for your long-time City service, and express our sincere, best wishes for a healthy, enjoyable, and rewarding retirement, effective February 4, 2025.

Presented ✧10th day of June, 2025

Mayor Tasha Cerda

Councilmember Rodney G. Tanaka

Councilmember Mark E. Henderson

Councilmember Paulette C. Francis

Councilmember Wanda Love

TO BE PROCLAIMED ONLY

" PAUSE FOR THE PLEDGE OF ALLEGIANCE "

21 Days to Honor America

~ JUNE 14, through JULY 4, 2025 ~

The American flag is a powerful and universal symbol of our national heritage and unity. The Pledge of Allegiance has become a way for all Americans to celebrate and re-affirm that heritage, and is a statement of our shared beliefs and aspirations.

The "Pause for the Pledge of Allegiance" is a call for Americans everywhere – regardless of age, race, religion, national origin, or geographic or political differences – to take time to recite the "Pledge of Allegiance to the Flag of the United States of America."

May we all join with millions of citizens across our great nation and take time to reflect on our Country's freedoms as we celebrate "Pause for the Pledge of Allegiance."

And, to further demonstrate our community's solidarity and fellowship, I request, as is our City's annual custom, that Gardena's Walkway of Flags continue to fly from Flag Day (Saturday, June 14) through Independence Day (Friday, July 4) to emphasize and celebrate "21 Days to Honor America."

TO BE PROCLAIMED ONLY

" JUNETEENTH COMMEMORATION DAY "

~ JUNE 19, 2025 ~

The annual Commemoration of JUNETEENTH honors the effective end of slavery in the Unites States and is also considered the longest-running African American Holiday. Celebrations of Juneteenth began in 1866 and continues to be celebrated throughout the United States.

On January 01, 1863, President Abraham Lincoln issued the Emancipation Proclamation declaring that all enslaved people currently engaged in the rebellion against the Union, "shall be then, thenceforward, and forever free," paving the way to the adoption of the 13th Amendment.

Then, it was on June 19, 1865, that General Gordon Granger arrived in Galveston, Texas, and declared that "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free." Therefore, June 19th became known as "Juneteenth." There were over 250,000 enslaved people in Texas during this time.

Emancipation did not happen overnight for everyone but, by December of that same year, slavery in America was formally abolished with the adoption of the 13th Amendment which declares: "Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction."

Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim June 19, 2025, as

JUNETEENTH

COMMEMORATION DAY

in the City of Gardena and call upon all residents to recognize and celebrate the significance of this important historical event in our nation; and by joining the City of Gardena at the Juneteenth DJ Showcase event on Thursday, June 19, 2025, from 5:00pm – 8:00pm at the City Hall Lawn.

MINUTES
Regular Meeting Notice
Gardena City Council
Tuesday, May 27, 2025

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:41 PM on Tuesday, May 27, 2025, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. **ROLL CALL**
   Present: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Paulette C. Francis; and Council Member Wanda Love. Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Treasurer Guy H. Mato; and Deputy City Clerk Becky Romero. City Clerk Mina Semenza was away on an excused absence.

PUBLIC COMMENT ON CLOSED SESSION - ***None***

2. **CLOSED SESSION** - ***None***

CITY ATTORNEY REPORT OUT OF CLOSED SESSION - ***None***

3. **PLEDGE OF ALLEGIANCE**

   Jonathan Jordan, 5th Grade at Denker Avenue Elementary School led us in the Pledge of Allegiance. Jonathan serves as the Sergeant at Arms for the student body council. He is a kind and enthusiastic student and is a role model to his peers. He enjoys playing basketball and is a pleasure to have as a student.

4. **INVOCATION**

   Miss Joyce S. Watanabe, of the Baha'i Faith, led the Invocation.

5. **PRESENTATIONS**

   5.A Boards & Commissions Presentation – ***was presented by Linda Barentine of the Senior Citizens Commission.***

   5.B Certificate of Recognition to the Members of the City of Gardena Police Explorer Post #142 for their successes at the 2025 Battle of the Badges Explorer Competition held in Brea, California ***– Chief Mike Saffell spoke and introduced Sergeant Tyler Nash, who accepted the Certificate of Recognition, spoke of their accomplishments and introduced the Members of the City of Gardena Police Explorers Post #142.***

   5.C Gardena Events Video Presentation – ***the video presentation highlighted the Recreation and Human Services Department's current and future events***.

5.D Certificate of Special Recognition of Retirement and Long-Time Service to the City of Gardena for Michael Saffell, Chief of Police for the Gardena Police Department- 32 years of service – ***was accepted by Chief Mike Saffell. All Members of the Council gave their well wishes to Chief Saffell on his upcoming retirement.***

Mayor Cerda adjourned the meeting at 8:28p.m. as cake and refreshments was served to everyone in honor of Chief Mike Saffell's special recognition. Mayor Cerda then re-opened the meeting at 8:47p.m .and asked Deputy City Clerk Romero to call role; All Members of the Council were present.

6. **PROCLAMATIONS** - ***None***

7. **APPOINTMENTS** - ***None***

8. **CONSENT CALENDAR**

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 Approve Minutes:
Regular Meeting of the City Council, May 27, 2025
CONTACT: CITY CLERK

8.C Annual Lobbyist Report 2025

8.D Approval of Warrants/Payroll Register, May 27, 2025
CONTACT: ADMINISTRATIVE SERVICES

May 27, 2025: Wire Transfer: 12988-12999, Prepay: 180607; Check Numbers: 180608-180772 for Total Warrants issued in the amount of $3,044,156.34; Total Payroll Issued for May 2, 2025: $2,520,642.66

8.E Monthly Investment Portfolio, April 2025
CONTACT: ADMINISTRATIVE SERVICES

8.F Personnel Report P-2025-9 05-27-25
CONTACT: ADMINISTRATIVE SERVICES

8.G Bingo License Renewal for General William Stark Rosecrans VFW Post 3261, located at 1822 W. 162nd Street.
CONTACT: COMMUNITY DEVELOPMENT

8.H Appointment of a Representative to the Southbay Workforce Investment Board (SBWIB)
CONTACT: COMMUNITY DEVELOPMENT

8.I SECOND READING AND ADOPTION OF ORDINANCE NO. 1881 : Adopting a Military Equipment Use Policy of the City of Gardena, California Governing the Use of Military Equipment Pursuant to Assembly Bill 481
CONTACT: POLICE

ORDINANCE NO. 1881

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA CALIFORNIA ADOPTING A MILITARY EQUIPMENT USE POLICY

8.J Approve Agreement with the Los Angeles County Metropolitan Transportation Authority for Measure R 20% Bus Operations Funding Program
CONTACT: TRANSPORTATION

It was moved by Mayor Pro Tem Tanaka, seconded by Mayor Cerda and carried by the following roll call vote to Approve the Consent Calendar:

Ayes: Mayor Pro Tem Tanaka, Mayor Cerda, Council Members Henderson, Francis and Love
Noes: None
Absent: None

9. **EXCLUDED CONSENT CALENDAR**

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

10.A MAY 20, 2025 - ***Meeting Cancelled***

11. **ORAL COMMUNICATIONS**

1) Andrea Simental, Library Manager of the Mayme Dear Library; came to give updates at both the Mayme Dear and Masao W. Sato libraries.

2) Paul Randall, representative of Mama Rosa's Food Pantry, brought forward the Pastor from Genesis Community Church who presented Chief Mike Saffell a plaque in honor of his retirement and recognizing him for his public service.

3) Phil Johnson, resident and Program Manager of the Gardena High School Pop Warner Football and Cheer program, came out to announce their 30th Anniversary as an organization in the City; he mentioned they went to a national competition in Las Vegas and took first place in every division; he then presented medals to Council in honor of their 30th Anniversary.

11.A. **PUBLIC COMMENT**

1) Deputy City Clerk Romero noted for the record that a public comment was received via email. She stated the email was distributed and made part of the record.

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

12.A Presentation of the City of Gardena's Proposed Amended Budget for Fiscal Year 2025-2026

City Manager Osorio, along with Chief Financial Officer Ray Beeman presented the 2025-2026 Budget.

Questions and comments were made by Council Members Francis, Henderson and Love. City Manager Osorio and Chief Financial Officer Beeman answered all questions.

This Item was Received and Filed.

12.B PUBLIC HEARING: RESOLUTION NO. 6702 : Consideration of Adopting a Resolution Regarding the Proposed Citywide User Fee Schedule and Proposed Facility Rental Fees

RESOLUTION NO. 6702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA CALIFORNIA ADOPTING NEW FEE SCHEDULES FOR CITY SERVICES AND FACILITY RENTALS IN THE CITY OF GARDENA

City Manager Osorio presented the Staff Report.

RCS Consultant Eric Johnson made a PowerPoint presentation.

Mayor Cerda then asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Mayor Cerda opened the Public Hearing at 9:48p.m. and closed at 10:01p.m.

Questions and comments were made by Council Member Francis, Mayor Cerda and Council Member Love. Mr. Johnson and Chief Financial Officer Beeman answered all questions.

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Love and carried by the following roll call vote to Adopt Resolution No. 6702:

Ayes: Mayor Pro Tem Tanaka, Council Members Love, Henderson, and Francis and Mayor Cerda
Noes: None
Absent: None

13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

13.A PUBLIC HEARING: INTRODUCTION OF ORDINANCE NO. 1882 : Adding Chapter 9.72 (Vacant Registry Program) to Title 9 (Public Peace, Morals and Welfare) of the Gardena Municipal Code relating to properties that are vacant, abandoned or in foreclosure proceedings.

Environmental Consideration: Adoption of this ordinance does not qualify as a project per CEQA Guidelines section 15378 and is not subject to CEQA because there is no potential for any physical change in the environment. Even if CEQA were applicable, the adoption of this Ordinance would be exempt under CEQA Guidelines section 15061(b)(3) commonsense exemption as there is no possibility of any significant effect on the environment.

ORDINANCE NO. 1882

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADDING CHAPTER 9.72 (VACANT REGISTRY PROGRAM) TO TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE GARDENA MUNICIPAL CODE RELATING TO PROPERTIES THAT ARE VACANT, ABANDONED OR IN FORECLOSURE PROCEEDINGS

City Manager Osorio presented the Staff Report.

Economic Development Department Manager Jackie Choi made a PowerPoint presentation.

Mayor Cerda opened the Public Hearing at 10:08p.m. and closed at 10:40p.m.

Mayor Cerda then asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Member Francis, Mayor Pro Tem Tanaka, Council Member Henderson, and Council Member Love regarding the item. Community Development Director Greg Tsujiuchi answered all questions.

It was moved by Council Member Henderson, seconded by Council Mayor Pro Tem Tanaka and carried by the following roll call vote to Introduce Ordinance No. 1882; **Find that the adoption of the Ordinance is exempt from the provisions of CEQA; and Direct staff to file a notice of exemption:**

Ayes: Council Member Henderson, Mayor Pro Tem Tanaka, and Mayor Cerda
Noes: Council Members Francis and Love
Absent: None

Ordinance No. 1882 was Introduced by Council Member Henderson.

13.B PUBLIC HEARING: INTRODUCTION OF ORDINANCE NO. 1883 : Amending the Gardena Municipal Code Chapter 18.13 relating to Accessory Dwelling Units and Junior Accessory Dwelling Units.

Environmental Consideration: Adoption of this ordinance is statutorily exempt from CEQA pursuant to Public Resources Code Section 21080.17 (local ordinances regulating construction of dwelling units and second units).

ORDINANCE NO. 1883

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING CHAPTER 18.13 OF THE GARDENA MUNICIPAL CODE RELATING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080.17

City Manager Osorio presented the Staff Report.

Community Development Director Greg Tsujiuchi stated that the Council will hear two public hearings tonight, this is the first of two; these are on state mandated laws that staff will be covering. Planning Assistant Kevin La made a PowerPoint presentation. He noted for the record that a public comment was received regarding deed restrictions; after review, the ordinance was revised to remove the reference to deed restrictions to be consistent with state law.

Mayor Cerda opened the Public Hearing at 10:46p.m. and closed at 10:49p.m.

Mayor Cerda then asked if anyone had asked to speak on this item and if the Council had any comments or questions

Questions and comments were made by Mayor Cerda. Planning Assistant La answered all questions.

Deputy City Clerk Romero stated it was noted for the record that a public comment came in after the Agenda was posted; it was distributed, made available for public review and made part of the record.

It was moved by Council Member Francis, seconded by Council Mayor Pro Tem Tanaka and carried by the following roll call vote to Introduce Ordinance No. 1883; Find that the adoption of the Ordinance is exempt from the provisions of CEQA; and Direct staff to file a notice of exemption:

Ayes: Council Member Francis, Mayor Pro Tem Tanaka, Council Members Henderson, Love and Mayor Cerda
Noes: None
Absent: None

Ordinance No. 1883 was Introduced by Council Member Francis.

13.C PUBLIC HEARING : INTRODUCTION OF ORDINANCE NO. 1884: Amending the Gardena Municipal Code Chapters 18.04 (E Definitions), 18.12 (Single-Family Residential Zone (R- 1)), 18.57 (Low Barrier Navigation Centers), and 18.76 (Supportive Housing for Homeless as a Use by Right) of Title 18 (Zoning Code), and Chapter 17.08 (Procedures and Standards of Title 17 (Subdivisions) to implement State Laws relating to housing.

Environmental Consideration: Adoption of this ordinance is exempt under the commonsense exemption of CEQA Guidelines sections 15061(b)(3) as it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment.

ORDINANCE NO. 1884

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING CHAPTERS 18.04 (DEFINITIONS), 18.12 (SINGLE-FAMILY RESIDENTIAL ZONE (R-1)), 18.57 (LOW BARRIER NAVIGATION CENTERS), AND 18.76 (SUPPORTIVE HOUSING FOR HOMELESS AS A USE BY RIGHT) OF TITLE 18 (ZONING), AND CHAPTER 17.08 (PARCEL MAPS FOR URBAN LOT SPLITS) OF TITLE 17 (SUBDIVISIONS) OF THE GARDENA MUNICIPAL CODE TO IMPLEMENT STATE LAWS RELATING TO HOUSING AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

City Manager Osorio presented the Staff Report.

Community Development Director Greg Tsujiuchi stated that this is the 2nd of the two Ordinances that staff will be presenting tonight that are state mandated. Planning Assistant Dayana Nava made a PowerPoint presentation.

Mayor Cerda opened the Public Hearing at 10:56p.m. and closed at 10:59p.m.

Mayor Cerda then asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Member Francis, and Mayor Cerda regarding the item. Planning Assistant Nava, and Assistant City Attorney Rosemary Koo answered all questions.

It was moved by Council Member Love, seconded by Mayor Cerda and carried by the following roll call vote to Introduce Ordinance No. 1884; Find that the adoption of the Ordinance is exempt from the provisions of CEQA; and Direct staff to file a notice of exemption:

Ayes: Council Member Love, Mayor Cerda, Mayor Pro Tem Tanaka, Council Members Henderson and Francis
Noes: None
Absent: None

Ordinance No. 1884 was Introduced by Council Member Love.

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

14.A Request City Council's Approval of Employment Agreement promoting Deputy Police Chief Todd Fox, to Police Chief, effective June 6, 2025 through June 1, 2027; and Approval of the City of Gardena Classification and Compensation Plan, effective June 6, 2025.

City Manager Osorio presented the Staff Report.

Mayor Cerda then asked if anyone had asked to speak on this item and if the Council had any comments or questions.

PUBLIC COMMENT: Bobby Rosales, President of the Gardena's Police Officer's Association, spoke in support of promoting Deputy Police Chief Todd Fox to Police Chief.

Deputy Chief Fox spoke, and expressed his gratitude for the trust and confidence that Chief Saffell and Members of the Council have in him; he stated that he will continue to build on the strong foundation that already is in place. He continued to say that he is committed to serving this City with integrity, transparency and continued focus on community partnership, together with the dedicated men and women of the Gardena Police Department. He thanked everyone for this incredible opportunity. Comments were made by all Members of the Council.

It was moved by Mayor Cerda, seconded by Mayor Pro Tem Tanaka and carried by the following roll call vote to Approve Employment Agreement promoting Deputy Police Chief, Todd Fox, to Police Chief, effective June 6, 2025 through June 1, 2027; and Approve the City of Gardena Classification and Compensation Plan, effective June 6, 2025:

Ayes: Mayor Cerda, Mayor Pro Tem Tanaka, Council Members Henderson, Francis and Love
Noes: None
Absent: None

15. **DEPARTMENTAL ITEMS – POLICE** – ***No Items***

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

16.A Approve Grant of Easements to Southern California Edison to Provide Electricity for Electric Vehicle Chargers at Arthur Johnson Park, Rowley Park and Police Department's Public Parking Lot on 162nd Street

City Manager Osorio presented the Staff Report.

Mayor Cerda then asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Member Francis, and Mayor Cerda regarding the item. Assistant Director of Public Works Kevin Kwak, and City Manager Osorio answered all questions.

It was moved Council Member Francis, seconded by Council Member Henderson and carried by the following roll call vote to Approve Grant of Easements to Southern California Edison at Arthur Johnson Park, Rowley Park and Police Department's Public Parking Lot on 162nd Street:

Ayes: Council Members Francis and Henderson, Mayor Pro Tem Tanaka, Council Member Love, and Mayor Cerda
Noes: None
Absent: None

17. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES** – ***No Items***

18. **DEPARTMENTAL ITEMS – TRANSPORTATION** – ***No Items***

19. **COUNCIL ITEMS** – ***No Items***

20. **COUNCIL DIRECTIVES** - ***None***

21. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS –** Nothing to report, but wanted to congratulate Chief Saffell on his retirement and congratulate Deputy Chief Fox on his promotion to Chief.

22. **COUNCIL REMARKS**

1) COUNCIL MEMBER LOVE - Since the last meeting, she attended the Women in Leadership luncheon at the Skirball Center with LA County Supervisor, Holly Mitchell. There were about 400 women in leadership gathered to listen to a panel of five amazing women like Ms. Wiggins of LA County Metro and the lead basketball coach of UCLA and a few other women. She also had the honor of helping at Mama Rosa's food pantry. It was amazing to see the setup and how they have it all pre-boxed. She had the opportunity of taking a couple of boxes to the cars of the attendees. After that, she went on vacation and spent time with her grandkids.

2) COUNCIL MEMBER FRANCIS - Since the last meeting, she made a presentation at Phenomenal Women Conference on behalf of Connect to Lead. She also attended the scavenger hunt over at Willows Wetland. If you haven't been to Willows Wetland lately, please go. It's very nice, especially now that it's getting a little warm. She congratulated Chief Fox and Chief Saffell. There's a lot going on and a lot of craziness going on as she always says better days are coming.

3) COUNCIL MEMBER HENDERSON - He started off thanking Chief Saffell, for his years of service and told Chief Fox, he'll be getting on your nerves sometimes, however, it's going to be for a good thing. Since the last meeting, he attended Bradley Burns Tax Seminar to gain more understanding in regard to Bradley Burns. He attended his MSRC TAC meeting and his legislative meeting for the Southern California governments. He attended the Amestoy Elementary ribbon cutting for their new building facility. It was an outstanding event, the principal did a great job. It's a great jewel in the community. He also attended the Gardena Nisei Memorial Day event as well as the City of Gardena Memorial event at Roosevelt Park. He had some community and business visits as well. He thanked the Council tonight for the dialogue that they engaged in. He knows everybody can't see it now, but moving forward in some communities, some cities, foreclosed properties are being bought by investors and then they're splitting those lots and creating multifamily dwellings in our single-family residents. So, he's trying to be proactive to make sure we can at least have a handle on it. They can't stop it because by right folks can develop what they like on their property. But they should be aware because that is something that's on

the horizon. So, he wants to make sure that the community is always looking ahead as a community and as a body.

4) MAYOR CERDA - Since the last Council Meeting, she attended a couple of events. She attended the Gardena Police Department Employee Recognition. It was a great event and congratulations to all of the officers that were recognized. She was there for a picture for the May House of the Month. She congratulated the owner for being chosen. It's a really huge honor when your house is picked out of over 12,000 households here in Gardena. She attended the Futsol Awards Banquet here at the Nakaoka Community Center. She also attended the Phenomenal Women's Lead Summit, and she congratulated the founder, Jennifer Harris for doing an amazing job. She attended her monthly CCGA meeting regarding the JPA, the card rooms and will be giving some updates as she attends the hearings. Also, she attended her monthly Sanitation meeting and the GEBAC meeting. She mentioned that one of the members recently retired from GEBAC, Steve Rogers, he was an amazing asset to GEBAC and she thanked him for his many years of service. She apologized for not making it to the Public Works Week Celebration. She thanked Public Works for what they do all year round. She also attended the city job fair and, wow, there were so many people at that event. She thanked all the organizers who put that event together. She attended the 49th Annual Medal of Valors event. She attended with Mayor Pro Tem and Council Member Henderson the ribbon cutting at Amestoy Elementary School where they added new classrooms. It was a really nice event. She attended one of our local residents' 80th birthday party and she was happy to be there to present a certificate from the City of Gardena. She had the opportunity to attend a memorial for an Elks member, Bob Busenga, he wasn't a resident of Gardena, but he was a 55 year member and that mean't he spent a lot of time here in Gardena. On Monday she went to the Roosevelt Cemetery's Memorial Day event. She thanked everybody involved the Roosevelt Cemetery, the City of Gardena, as well as the VFW for putting on that event. It was a very special event that was in recognition of Memorial Day.

5) MAYOR PRO TEM TANAKA - Since the last meeting, he attended the Gardena Police Department Employee Recognition Day, he congratulated all those that were awarded. He attended the funeral services for Pat Worthy, who was his senior commissioner, and the repass was at the Gardena Elks lodge; it was well attended on behalf of the City he presented a proclamation for her and her family. Pat Worthy was also a wonderful Kiwanis member, and she was so loving of this community. He attended the South Bay COG monthly Board meeting, the Sanitation and Metropolitan Water District who did a presentation on recycled water. The COG received the Eureka Award from the California Association of Council of Governments for their Innovative Regional Program that developed functional zero street homelessness. They are supporting Inglewood's transit connector phase one project for mobility hubs to try to help with improved busing to relieve congestion over there by Sofi. The CCOG will be moving to a new location on June 15 to 357 Van Ness Way in Torrance. They should be there by July 7. He attended the Public Works Week celebration. Thank you, guys, for making our streets look great, our parks look good, our trees, and everything else. He attended the Amestoy Elementary School's new classroom ribbon cutting. It's a great thing for Amestoy. He attended the Nisei VFW post 1961 Memorial Day ceremonies of which his Dad was a member of that post. He thanked all those who gave their lives to keep us free.

23. **ANNOUNCEMENT(S)**

1) Volunteen Summer Camp, registration opens Monday, May 12, 2025 – Friday, June 27, 2025 at 12:00p.m; see flyer for more details;
2) Boys to Men Workshop, Friday, 5/30/2025 from 5:30p.m. to 8:30p.m. at the Nakaoka Community Center;
3) Healthy Pet Clinic, Saturday, 5/31/2025 from 9:00a.m. to 1:00p.m. at the Nakaoka Community Center;
4) Chief Mike Saffell's Retirement Celebration, Thursday, 6/5/2025 at 11:00a.m. at Gardena City Hall;
5) Bring it on the Boulevard, Saturday, 6/7/2025 from 11:00a.m. to 2:00p.m.
6) Compost Giveway, Saturday, June 7, 2025 from 8:00a.m. to 12:00p.m. at Rowley Park, free for Gardena residents;
7) Million Coaches Challenge, Saturday, 6/12/2025 from 6:30p.m. to 8:00p.m. at the Nakaoka Community Center;
8) Recycle Used Oil Filter and get a new one Event on two dates: 1) Saturday, 6/14/2025 from 9:00a.m. to 1:00p.m. at AutoZone at 14742 Crenshaw and on Saturday, 6/21/2025 from 9:00a.m. to 1:00p.m. at O'Reilly Auto Parts at 1250 W. Redondo Beach Blvd.

24. **REMEMBRANCES**

Mr. Jerome Dyson, 49 years old, beloved son of Recreation & Parks Commissioner Stephen Dyson.
Mr. Bob Busenga, a long-time Gardena Elks Lodge member.

25. **ADJOURNMENT**

At 11:40p.m. Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m. and the Regular City Council Meeting at 7:30 p.m. on Tuesday, June 10, 2025.

MINA SEMENZA
City Clerk of the City of Gardena and
Ex-officio Clerk of the Council

APPROVED:

_____
Tasha Cerda, Mayor

By:_____
Becky Romero, Deputy City Clerk

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: City Treasurer's Office

DATE: June 5, 2025

SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

June 10, 2025	TOTAL WARRANTS ISSUED:	$2,350,384.90

Wire Transfer:	12987, 13001-13009
Prepay:	180773-180774
Check Numbers:	180775-180930
Checks Voided:	

Total Pages of Register: 17

May 30, 2025	TOTAL PAYROLL ISSUED:	$2,008,143.66

for Guy Mato, City Treasurer

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12987	5/1/2025	112401 PINNACLE CLAIMS MANAGEMENT INC	MAY 2025	023-01546	HEALTH & LIFE INSURANCE, SERVICE	109,273.29
					Total :	**109,273.29**
13001	5/22/2025	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365992682550		HEALTH INSURANCE CLAIMS	15,304.76
					Total :	**15,304.76**
13002	5/27/2025	112401 PINNACLE CLAIMS MANAGEMENT INC	052125		HEALTH INSURANCE CLAIMS	10,765.89
					Total :	**10,765.89**
13003	5/13/2025	112326 LWP CLAIMS SOLUTIONS INC.	051325		WORKERS' COMP CLAIMS	100,000.00
					Total :	**100,000.00**
13004	5/28/2025	112401 PINNACLE CLAIMS MANAGEMENT INC	052825		HEALTH INSURANCE CLAIMS	84,041.22
					Total :	**84,041.22**
13005	5/28/2025	112326 LWP CLAIMS SOLUTIONS INC.	052825		WORKERS' COMP CLAIMS	14,313.82
					Total :	**14,313.82**
13006	5/30/2025	112401 PINNACLE CLAIMS MANAGEMENT INC	JUNE 2025	023-01546	HEALTH & LIFE INSURANCE, SERVICE	110,563.87
					Total :	**110,563.87**
13007	5/30/2025	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365997909597		HEALTH INSURANCE CLAIMS	33,520.80
					Total :	**33,520.80**
13008	6/2/2025	419630 U.S. BANK	2911400		2006 COPS REFINANCING PROJECT SI	895,783.00
					Total :	**895,783.00**
13009	6/2/2025	101641 CALPERS	100000017931816		FEES - GASB 68 REPORTS & SCHEDUI	2,250.00
					Total :	**2,250.00**
180773	6/5/2025	107461 DEPARTMENT OF HEALTH CARE, SERVICES	20-08PD		FINAL SETTLEMENT	225.73
					Total :	**225.73**
180774	6/5/2025	113267 DEVON BUSH AND B & D LAW, GROUP APLC	20-08PD.		FINAL SETTLEMENT	76.07

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180774	6/5/2025	113267 113267 DEVON BUSH AND B & D LAW, GROUP A	(Continued)		**Total :**	**76.07**
180775	6/10/2025	106086 ABC COMPANIES	3832441		GTRANS AUTO PARTS	163.50
					Total :	**163.50**
180776	6/10/2025	110028 ACCENTURE INFRASTRUCTURE, AND CAPITA	32372	024-01108	ARTESIA BLVD. STREET IMPROVEMEN	35,535.00
					Total :	**35,535.00**
180777	6/10/2025	110028 ACCENTURE INFRASTRUCTURE, AND CAPITA	30845	024-01108	ARTESIA BLVD. STREET IMPROVEMEN	5,942.50
			31714	024-01108	ARTESIA BLVD. STREET IMPROVEMEN	7,592.50
			32629	024-01142	MAS FUKAI PARK REHABILITATION, JN	3,000.00
					Total :	**16,535.00**
180778	6/10/2025	101748 AFTERMARKET PARTS COMPANY LLC, THE	83748432	037-10360	GTRANS AUTO PARTS	23.76
			83748433	037-10360	GTRANS AUTO PARTS	35.64
			83748434	037-10360	GTRANS AUTO PARTS	203.36
			83771222	037-10360	GTRANS AUTO PARTS	442.31
			83775429	037-10360	GTRANS AUTO PARTS	55.37
					Total :	**760.44**
180779	6/10/2025	111673 AGA ENGINEERS, INC.	25150	024-01124	2025 CITYWIDE ENGINEERING & TRAF	3,350.00
					Total :	**3,350.00**
180780	6/10/2025	108646 ALAN'S LAWN & GARDEN CENTER, INC.	84138		PW MAINT SUPPLIES	571.55
			85403		PW EQUIPMENT SUPPLIES	140.13
					Total :	**711.68**
180781	6/10/2025	100925 AMERICAN MOVING PARTS	01A170246		GTRANS AUTO PARTS	337.07
					Total :	**337.07**
180782	6/10/2025	113388 AN, DAMON	CIT #455129561		CITATION DISMISSAL REFUND	47.00
					Total :	**47.00**
180783	6/10/2025	105293 ARC DOCUMENT SOLUTIONS, LLC	12815630		REPROGRAPHIC SERVICES - LOCAL S	73.70
			U1894520		CREDIT ON ACCOUNT	-1.37
					Total :	**72.33**
180784	6/10/2025	112640 ARELLANO ASSOCIATES, LLC	22325	037-10284	MICROTRANSIT SERVICE COMMUNITY	1,403.26

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180784	6/10/2025	112640 112640 ARELLANO ASSOCIATES, LLC	(Continued)		**Total :**	**1,403.26**
180785	6/10/2025	101459 ASBURY ENVIRONMENTAL SERVICES	I500-01221357		HAZARDOUS WASTE DISPOSAL SERVI	8.00
			I500-01221360		HAZARDOUS WASTE DISPOSAL SERVI	153.00
					Total :	**161.00**
180786	6/10/2025	104687 AT&T	23479977		TELEPHONE	217.48
			23529696		TELEPHONE	371.47
					Total :	**588.95**
180787	6/10/2025	111170 AT&T FIRSTNET	287290395417X041025	023-01559	PD CELL PHONE ACCT #287290395417	347.73
			287290395417X051025	023-01559	PD CELL PHONE ACCT #287290395417	346.05
			287293416290X051025	023-01559	PD CELL PHONE ACCT #287293416290	2,266.41
					Total :	**2,960.19**
180788	6/10/2025	100964 AT&T MOBILITY	835577878X05012025		PD CELL PHONE ACCT #835577878	86.60
					Total :	**86.60**
180789	6/10/2025	108383 ATKINSON, ANDELSON, LOYA, RUDD & ROMC	749494		PROFESSIONAL SERVICES	5,969.73
					Total :	**5,969.73**
180790	6/10/2025	103651 BARR & CLARK, INC.	64742		ABSESTOS WORK PLAN - 14033 ARCTU	1,800.00
					Total :	**1,800.00**
180791	6/10/2025	102035 BD WHITE TOP SOIL CO., INC.	92470		PARK MAINT SUPPLIES	61.33
					Total :	**61.33**
180792	6/10/2025	103641 BECNEL UNIFORMS	79083		BUS UNIFORM SUPPLIES	389.27
			80077		BUS UNIFORM SUPPLIES	545.22
			80286		BUS UNIFORM SUPPLIES	729.88
					Total :	**1,664.37**
180793	6/10/2025	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	968446		HONEY BEE NEST REMOVAL - 2100 W	125.00
			968447		HONEY BEE NEST REMOVAL - 13220 V/	125.00
			968459		HONEY BEE NEST REMOVAL - 13120 C	125.00
					Total :	**375.00**
180794	6/10/2025	109037 BEEMAN, RAYMOND	03/26-03/27		2025 EV CHARGING SUMMIT & EXPO	115.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180794	6/10/2025	109037 109037 BEEMAN, RAYMOND	(Continued)		**Total :**	**115.00**
180795	6/10/2025	107747 BENGAR PRODUCTIONS	7667		EMBROIDERY SERVICES	936.00
			7668		EMBROIDERY SERVICES	210.00
			7669		EMBROIDERY SERVICES	445.00
					Total :	**1,591.00**
180796	6/10/2025	113412 BLUETRITON BRANDS INC	057810038701		DRINKING WATER FILTRATION SYSTEM	121.75
					Total :	**121.75**
180797	6/10/2025	113395 BLUNT, ERIN DURELL	567		DJ ENTERTAINMENT SERVICES - JUNE	500.00
					Total :	**500.00**
180798	6/10/2025	111902 BPR CONSULTING GROUP LLC	2841	032-00173	CONSULTING SERVICES - APRIL 2025	29,409.13
					Total :	**29,409.13**
180799	6/10/2025	112674 BUCK SIGNS & GRAPHICS INC	2888		GTRANS BUS DECAL SUPPLIES	170.53
					Total :	**170.53**
180800	6/10/2025	113283 CAL JUMP, INC	39842135	034-00684	SPECIAL EVENT JUMPERS - BRING IT (	1,097.00
					Total :	**1,097.00**
180801	6/10/2025	103383 CALPORTLAND	96750601		STREET MAINT SUPPLIES	1,001.33
					Total :	**1,001.33**
180802	6/10/2025	113390 CAMARGO, JOSE AGUILAR	CIT #433128721		CITATION OVERPAYMENT REFUND	70.00
					Total :	**70.00**
180803	6/10/2025	110737 CAMERZELL, CHRISTINA	GEPCO 2025		GEPCO LOAN	2,000.00
					Total :	**2,000.00**
180804	6/10/2025	110538 CANNON COMPANY	92053	024-00927	ARTESIA BLVD. STREET IMPROVEMEN	3,974.45
			92055	024-00821	RBB ARTERIAL IMPROVEMENT PROJE	204.00
					Total :	**4,178.45**
180805	6/10/2025	112073 CAROLLO ENGINEERS, INC	FB66544	024-01090	STORM DRAIN MASTER PLAN PROJEC	16,222.00
					Total :	**16,222.00**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180806	6/10/2025	113408 CASTANEDA, LEONEL	PERMIT #18509		PERMIT DEPOSIT REFUND - 1157 MARI	1,000.00
					Total :	**1,000.00**
180807	6/10/2025	112721 CDS SO CAL	3-124675		PW SERVICE CALL - LABOR & SUPPLIE	271.87
					Total :	**271.87**
180808	6/10/2025	111534 CLEAN ENERGY	CEW12765681		OIL PGI ISO 100 55 GALLON DRUM	3,775.91
					Total :	**3,775.91**
180809	6/10/2025	104543 COUNTY OF LOS ANGELES	IN1471571		PUBLIC HEALTH FEE - BELL MEMORIAI	274.00
			IN1471572		PUBLIC HEALTH FEE - ROWLEY PARK	274.00
					Total :	**548.00**
180810	6/10/2025	113389 COVARRUBIAS, DANIELLE NICOLE	BADGE #117971		BADGE RENEWAL FEE	50.00
					Total :	**50.00**
180811	6/10/2025	102791 CPAC, INC.	1301087	023-01591	BARRACUDA FIREWALL REPLACEMEN	49,996.58
					Total :	**49,996.58**
180812	6/10/2025	103461 CPS HR CONSULTING	TR-INV006017		TESTING MATERIALS	370.00
					Total :	**370.00**
180813	6/10/2025	106193 CUMMINS SALES AND SERVICE	X4-250558711	037-10370	GTRANS AUTO PARTS	506.67
			X4-250558720	037-10370	GTRANS AUTO PARTS	366.52
					Total :	**873.19**
180814	6/10/2025	111874 DAVID VOLZ DESIGN LANDSCAPE, ARCHITEC	423096	024-00940	ROWLEY PARK SIGN, JN529	2,000.00
					Total :	**2,000.00**
180815	6/10/2025	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	APRIL 2025		MONTHLY ANIMAL SERVICES - APRIL 2	121.25
					Total :	**121.25**
180816	6/10/2025	312117 DEPARTMENT OF WATER & POWER	052225		LIGHT & POWER	113.48
					Total :	**113.48**
180817	6/10/2025	110511 DESANTIAGO, RIGOBERTO	050725		EDUCATIONAL REIMBURSEMENT	300.00
					Total :	**300.00**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180818	6/10/2025	112928 DIRCIO, LIZETH	052825		MGMT ANNUAL HEALTH BENEFIT	1,000.00
					Total :	**1,000.00**
180819	6/10/2025	113394 DJ PARADISE ENTERPRISES LLC	INV-2025-6		ENTERTAINMENT SERVICES - JUNETE	500.00
					Total :	**500.00**
180820	6/10/2025	104913 DUNN-EDWARDS CORPORATION	2047A42476		STREET MAINT SUPPLIES	306.46
					Total :	**306.46**
180821	6/10/2025	110534 EL DORADO NATIONAL	90879755		GTRANS BUS VEHICLE SUPPLIES	1,184.01
			90880081		GTRANS BUS VEHICLE SUPPLIES	212.19
			90880082		GTRANS BUS VEHICLE SUPPLIES	116.02
			90880131		GTRANS BUS VEHICLE SUPPLIES	509.17
			90880169		GTRANS BUS VEHICLE SUPPLIES	519.59
					Total :	**2,540.98**
180822	6/10/2025	113296 ELECTRONIC ENTRY DISTRIBUTORS	99097516		GTRANS FACILITY SUPPLIES	971.64
					Total :	**971.64**
180823	6/10/2025	105418 EMPIRE CLEANING SUPPLY	S7019223	034-00666	CUSTODIAL SUPPLIES	2,034.73
					Total :	**2,034.73**
180824	6/10/2025	105392 ENTENMANN-ROVIN COMPANY	0188080		PD UNIFORM SUPPLIES	1,267.75
			0188081		PD UNIFORM SUPPLIES	716.84
			0188203		PD UNIFORM SUPPLIES	374.85
					Total :	**2,359.44**
180825	6/10/2025	112526 ESPARZA JR., JOSEPH P.	052825		EDUCATIONAL REIMBURSEMENT	300.00
					Total :	**300.00**
180826	6/10/2025	113403 EVERS, LIONELA	CIT #31136143/29595		PARKING CITATION REFUND	360.00
					Total :	**360.00**
180827	6/10/2025	105650 EWING IRRIGATION PRODUCTS	26196169		PARK MAINT SUPPLIES	192.36
					Total :	**192.36**
180828	6/10/2025	100055 FAIR HOUSING FOUNDATION	APRIL 2025		FAIR HOUSING SERVICES	1,429.90

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180828	6/10/2025	100055 100055 FAIR HOUSING FOUNDATION	(Continued)		**Total :**	**1,429.90**
180829	6/10/2025	113399 FASHION INTERIORS	PROJECT #3990054	034-00692	NCC AUDITORIUM SUPPLIES	18,360.00
					Total :	**18,360.00**
180830	6/10/2025	111415 FILTERBUY, INC	BAFEC8C7-0036		GTRANS AUTO PARTS	396.47
					Total :	**396.47**
180831	6/10/2025	106545 FLEETPRIDE, INC	126036185		BUS AUTO PARTS	1,060.80
					Total :	**1,060.80**
180832	6/10/2025	106465 FOX FIRST AID & SAFETY INC	75102		PARK MAINT SUPPLIES	141.12
					Total :	**141.12**
180833	6/10/2025	113173 G3 URBAN	PERMIT #18353		PERMIT DEPOSIT REFUND - 2545 MAR	129,865.00
					Total :	**129,865.00**
180834	6/10/2025	113173 G3 URBAN	PERMIT #17878		PERMIT DEPOSIT REFUND - 15717 NOI	48,000.00
					Total :	**48,000.00**
180835	6/10/2025	113173 G3 URBAN	PERMIT #17819		PERMIT DEPOSIT REFUND - 2074 ROSI	3,000.00
					Total :	**3,000.00**
180836	6/10/2025	112566 GALLS, LLC	028068557		BUS UNIFORM SUPPLIES	43.41
					Total :	**43.41**
180837	6/10/2025	107011 GARDENA VALLEY NEWS	00152987		REQUEST FOR PROPOSAL 2024-09	112.00
					Total :	**112.00**
180838	6/10/2025	107034 GARDENA WELDING SUPPLY CO INC.	95 131653		GTRANS MAINT SUPPLIES	281.22
					Total :	**281.22**
180839	6/10/2025	619005 GAS COMPANY, THE	060225		GAS	5,773.51
					Total :	**5,773.51**
180840	6/10/2025	619005 GAS COMPANY, THE	052925		GAS	30.48
			058-854-91703 050725		CNG FUEL	1,181.03
					Total :	**1,211.51**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180841	6/10/2025	112692 GOCANVAS	INV00199980		MONTHLY SUBSCRIPTION - JUNE 2025	1,650.00
					Total :	**1,650.00**
180842	6/10/2025	619004 GOLDEN STATE WATER CO.	052125		WATER	23,731.75
					Total :	**23,731.75**
180843	6/10/2025	102486 GOODPASTER, PATRICK	052825		MGMT ANNUAL HEALTH BENEFIT	550.15
					Total :	**550.15**
180844	6/10/2025	107513 GRAINGER	9505777814		GTRANS MAINT SUPPLIES	70.41
			9507089952		GTRANS MAINT SUPPLIES	23.94
			9508345338		GTRANS FACILITY SUPPLIES	15.14
			9508498160		GTRANS FACILITY SUPPLIES	70.15
			9512446056		GTRANS FACILITY SUPPLIES	34.51
			9515082650	037-10372	GTRANS FACILITY SUPPLIES	69.67
			9515647981		GTRANS MAINT SUPPLIES	100.03
			9515647999		GTRANS MAINT SUPPLIES	154.62
					Total :	**538.47**
180845	6/10/2025	102572 HATTEN, ANTHONY D.	001		ENTERTAINMENT SERVICES - JUNETE	500.00
					Total :	**500.00**
180846	6/10/2025	112076 HERNANDEZ, ROSA	010 05/28/25		INTERN SERVICES - 05/15-05/28/25	1,344.00
					Total :	**1,344.00**
180847	6/10/2025	111549 HF & H CONSULTANTS, LLC	9722146	024-01096	CONSULTING SERVICES - SOLID WAST	6,283.50
					Total :	**6,283.50**
180848	6/10/2025	108434 HOME DEPOT CREDIT SERVICES	0515466		PD PROGRAM SUPPLIES	116.18
			1534331		PARK MAINT SUPPLIES	215.91
			4322382		BLDG MAINT SUPPLIES	103.69
			4901693-CM		PARK MAINT SUPPLIES	-30.54
			7854704		REC PROGRAM SUPPLIES	31.86
			8331346		BLDG MAINT SUPPLIES	56.02
			8523963		CH BASEMENT PROJECT SUPPLIES	101.39
					Total :	**594.51**
180849	6/10/2025	113276 HYDRAULIC ELECTRIC COMPONENT, SUPPLY	0153545		GTRANS AUTO PARTS	176.34

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180849	6/10/2025	113276 113276 HYDRAULIC ELECTRIC COMPONENT, SL (Continued)			**Total :**	**176.34**
180850	6/10/2025	113406 IGE, THOMAS	PERMIT #18500		PERMIT DEPOSIT REFUND - 1553 W 17	500.00
					Total :	**500.00**
180851	6/10/2025	110222 INTERAMERICAN MOTOR, LLC	110-839269		GTRANS AUTO PARTS	119.21
					Total :	**119.21**
180852	6/10/2025	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	120170529	037-10373	GTRANS AUTO PARTS	510.28
					Total :	**510.28**
180853	6/10/2025	110853 JONES MAYER	128980	020-00055	ATTORNEY SERVICES	11,969.56
			128981		ATTORNEY SERVICES	86.90
			128983		ATTORNEY SERVICES	47.51
			128984		ATTORNEY SERVICES	3,847.98
			128985		ATTORNEY SERVICES	142.52
			128987		ATTORNEY SERVICES	570.08
			128988		ATTORNEY SERVICES	261.28
			128989		ATTORNEY SERVICES	811.03
			128990		ATTORNEY SERVICES	6,208.74
			128991		ATTORNEY SERVICES	144.83
			128992		ATTORNEY SERVICES	2,259.29
			128993		ATTORNEY SERVICES	86.91
			128994		ATTORNEY SERVICES	144.83
			128995		ATTORNEY SERVICES	4,940.64
			128996		ATTORNEY SERVICES	1,330.18
			128997		ATTORNEY SERVICES	1,332.39
			128998		ATTORNEY SERVICES	18,549.23
			128999		ATTORNEY SERVICES	21,728.40
			129000		ATTORNEY SERVICES	353.24
					Total :	**74,815.54**
180854	6/10/2025	102856 JONES, NATHAN A.	052825		EDUCATIONAL REIMBURSEMENT	459.00
					Total :	**459.00**
180855	6/10/2025	113387 KANONAS, MISA	RECEIPT #85317173		MAINTENANCE DEPOSIT REFUND	250.00
					Total :	**250.00**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180856	6/10/2025	112812 KIMBALL MIDWEST	103364854		GTRANS SHOP SUPPLIES	74.11
					Total :	**74.11**
180857	6/10/2025	110385 KIMLEY-HORN AND ASSOCIATES, INC	194091014-0425	032-00203	ENVIRONMENTAL CONSULTING - 1855	10,430.19
					Total :	**10,430.19**
180858	6/10/2025	108349 KOSMONT COMPANIES	2209.6-021	032-00127	AFFORDABLE HOUSING CONSULTANT	205.40
					Total :	**205.40**
180859	6/10/2025	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	25051205759	024-01100	INDUSTRIAL WASTE SERVICES	11,372.66
			25051206103	024-01101	TRAFFIC SIGNAL MAINTENANCE - APR	3,481.49
					Total :	**14,854.15**
180860	6/10/2025	312113 L.A. COUNTY SHERIFF'S DEPT	252952BL		INMATE MEAL DELIVERY PROGRAM - A	1,023.07
					Total :	**1,023.07**
180861	6/10/2025	112260 LIEBERT CASSIDY WHITMORE	291279		LEGAL SERVICES	81.00
			291280		LEGAL SERVICES	1,132.50
			291281		LEGAL SERVICES	848.00
			291282		LEGAL SERVICES	1,611.00
			291283		LEGAL SERVICES	1,599.00
			291285		LEGAL SERVICES	3,690.00
			291286		LEGAL SERVICES	15,572.60
			291287		LEGAL SERVICES	5,776.39
			291288		LEGAL SERVICES	712.19
			291291		LEGAL SERVICES	2,025.00
					Total :	**33,047.68**
180862	6/10/2025	109517 LOAD N' GO BUILDING MATERIALS	33303		STREET MAINT SUPPLIES	66.33
					Total :	**66.33**
180863	6/10/2025	109058 LOBBY TRAFFIC SYSTEMS INC	91062		ROWLEY PARK - REPAIR CHAIN LINK F	2,450.00
					Total :	**2,450.00**
180864	6/10/2025	112326 LWP CLAIMS SOLUTIONS INC.	23546	023-01548	WORKERS' COMP CLAIMS ADMINISTRA	21,925.25
					Total :	**21,925.25**
180865	6/10/2025	113301 M & K METAL CO.	397295		BUS MAINT SUPPLIES	65.77

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180865	6/10/2025	113301 113301 M & K METAL CO.	(Continued)		**Total :**	**65.77**
180866	6/10/2025	813030 MANNING & KASS	832869		LEGAL SERVICES	57.25
			832870		LEGAL SERVICES	4,568.16
			832871		LEGAL SERVICES	657.30
					Total :	**5,282.71**
180867	6/10/2025	104841 MAR-CO EQUIPMENT COMPANY	208880		STREET SWEEPER REPAIRS	2,694.43
			208881		STREET SWEEPER REPAIRS	2,130.51
					Total :	**4,824.94**
180868	6/10/2025	113064 MCMASTER-CARR SUPPLY COMPANY	45768865		GTRANS SHOP SUPPLIES	197.34
			45924158		GTRANS SHOP SUPPLIES	247.02
			45999130		GTRANS SHOP SUPPLIES	99.70
			46086393		GTRANS SHOP SUPPLIES	203.23
					Total :	**747.29**
180869	6/10/2025	112524 MDG ASSOCIATES, INC.	19620	032-00175	CDBG HOUSING REHAB PROGRAM - A	11,696.00
					Total :	**11,696.00**
180870	6/10/2025	112524 MDG ASSOCIATES, INC.	19619	032-00175	CDBG ADMINISTRATION - APRIL 2025	11,555.00
					Total :	**11,555.00**
180871	6/10/2025	112524 MDG ASSOCIATES, INC.	19315		HOME ARP ADMINISTRATION - JAN 202	171.75
					Total :	**171.75**
180872	6/10/2025	113299 MERRIMAC ENERGY GROUP	2239564	024-01102	87 OCTANE REGULAR UNLEADED FUE	23,173.15
					Total :	**23,173.15**
180873	6/10/2025	111981 MIRANDA, ELLNER	04/04-04/09.		APTA 2025 BUS ROADEO & MOBILITY -	295.82
					Total :	**295.82**
180874	6/10/2025	110824 MIXER INK LLC	107457		CDD PROGRAM SUPPLIES	651.95
					Total :	**651.95**
180875	6/10/2025	107505 MOUSER ELECTRONICS, INC.	84596239		GTRANS AUTO SUPPLIES	132.15
					Total :	**132.15**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180876	6/10/2025	109056 MULTICARD	71484		PD PROGRAM SUPPLIES	736.31
					Total :	**736.31**
180877	6/10/2025	113404 MURATA, ERIC	PERMIT #50023-0692		PERMIT DEPOSIT REFUND - 17125 S D.	7,500.00
					Total :	**7,500.00**
180878	6/10/2025	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	119537		SERVICE AGREEMENT PLAN	135.00
			806059		PROPANE GAS	52.49
					Total :	**187.49**
180879	6/10/2025	107030 NAPA AUTO PARTS	191122		SEWER PROGRAM SUPPLIES	176.92
					Total :	**176.92**
180880	6/10/2025	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	86801548		RANDOM TESTS	115.00
			86801816		RANDOM TESTS	944.00
			86872276	023-01558	RANDOM TESTS	2,455.00
			86876083	023-01558	RANDOM TESTS	56.00
					Total :	**3,570.00**
180881	6/10/2025	115168 OFFICE DEPOT	420159484		HR OFFICE SUPPLIES	200.05
			425115947		FINANCE OFFICE SUPPLIES	270.43
					Total :	**470.48**
180882	6/10/2025	109782 OMNITEK ENGINEERING CORP.	0013285		GTRANS AUTO PARTS	608.39
					Total :	**608.39**
180883	6/10/2025	111358 O'REILLY AUTO PARTS	150741		GTRANS AUTO PARTS	184.61
			150764		GTRANS AUTO PARTS	7.08
					Total :	**191.69**
180884	6/10/2025	115810 ORKIN PEST CONTROL	277888856		PEST CONTROL - ACCT #27336703	347.00
			277888857		PEST CONTROL - ACCT #27336703	347.00
					Total :	**694.00**
180885	6/10/2025	112728 PATRONAS, ELISSEOS	PERMIT #50024-0128		PERMIT DEPOSIT REFUND - 17321 S D.	7,500.00
					Total :	**7,500.00**
180886	6/10/2025	110403 PENN RECORDS MANAGEMENT	0148531		OFFSITE STORAGE SERVICES - MAY 2	65.50

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180886	6/10/2025	110403 110403 PENN RECORDS MANAGEMENT	(Continued)		**Total :**	**65.50**
180887	6/10/2025	116140 PETE'S ROAD SERVICE, INC.	819979		STREET SWEEPER SUPPLIES	4,824.75
					Total :	**4,824.75**
180888	6/10/2025	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0420251211	035-01363	ADMIN CITATION MGMT SERVICES - AF	80.58
			042025211	035-01363	PARKING CITATION MGMT SERVICES -	12,801.03
					Total :	**12,881.61**
180889	6/10/2025	106092 PRUDENTIAL OVERALL SUPPLY	41042356		UNIFORM & SUPPLY RENTAL	-43.10
			43028769	037-10365	UNIFORM & SUPPLY RENTAL	313.48
			43028814	034-00667	CUSTODIAL SUPPLIES	42.68
			43028815	024-01082	UNIFORM & SUPPLY RENTAL	165.36
				034-00667		
			43028816	034-00667	UNIFORM & SUPPLY RENTAL	73.21
			43028817	034-00667	SUPPLY RENTAL - MATS - GTRANS	50.10
			43030665	034-00667	CUSTODIAL SUPPLIES	1,481.83
			43030666	024-01082	UNIFORM & SUPPLY RENTAL	165.82
				034-00667		
			43030667	034-00667	UNIFORM & SUPPLY RENTAL	74.46
			43030668	034-00667	SUPPLY RENTAL - MATS - GTRANS	50.10
			43030669	034-00667	SUPPLY RENTAL - MATS - NCC	13.65
			43030670	034-00667	SUPPLY RENTAL - MATS - CH	19.00
			43030671	034-00667	SUPPLY RENTAL - MATS - PD	91.60
			43030672	034-00667	SUPPLY RENTAL - MATS - HS	11.60
					Total :	**2,509.79**
180890	6/10/2025	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	900637		INDIVIDUAL PSYCHOTHERAPY	289.00
			900656		POST TRAUMA COUNSELING	770.00
					Total :	**1,059.00**
180891	6/10/2025	112508 PUMPMAN SOCAL	130001915		PUMP SYSTEM BI-ANNUAL MAINT REN	3,432.50
					Total :	**3,432.50**
180892	6/10/2025	104901 Q-20 ENTERTAINMENT	2025.05.22		ENTERTAINMENT SERVICES - JUNETE	500.00
					Total :	**500.00**
180893	6/10/2025	111574 RACE COMMUNICATIONS	RC1637529	023-01556	FIBER INTERNET SERVICES - JUNE 20	5,800.58

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180893	6/10/2025	111574 111574 RACE COMMUNICATIONS	(Continued)		**Total :**	**5,800.58**
180894	6/10/2025	110734 RED KITE CONSULTING, INC	0173134	037-10353	GTRANS CONSULTING FOR TRAINING	11,258.00
					Total :	**11,258.00**
180895	6/10/2025	107953 RENTERIA, ADRIANNA	052825		PURCHASE REIMBURSEMENT -RETIRE	94.47
					Total :	**94.47**
180896	6/10/2025	105768 REPAIR MACHINE & ENG., INC.	2501465		REPAIR ALUMINUM TANK	450.00
					Total :	**450.00**
180897	6/10/2025	108739 REVENUE & COST SPECIALISTS, LLC	9334	023-01597	DIF AB1600 ANNUAL COMPLIANCE REF	5,000.00
					Total :	**5,000.00**
180898	6/10/2025	111867 RJM DESIGN GROUP	37093	024-00795	DESIGN & ENGINEERING - AQUATIC &	1,050.55
					Total :	**1,050.55**
180899	6/10/2025	107785 ROMERO, MARIA	04/29-05/02		2025 ANNUAL CITY CLERK CONFEREN	150.00
					Total :	**150.00**
180900	6/10/2025	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	1770.		GTRANS FACILITY SUPPLIES	0.14
			1844		BLDG MAINT SUPPLIES	429.02
					Total :	**429.16**
180901	6/10/2025	119016 SAM'S CLUB	1909 04/21/25		PD PROGRAM SUPPLIES	280.14
			4095		PD PROGRAM SUPPLIES	102.85
					Total :	**382.99**
180902	6/10/2025	113146 SAMSARA INC.	310519554024425	024-01146	FLEET TRACKING LICENSES	9,866.24
					Total :	**9,866.24**
180903	6/10/2025	113386 SANDOVAL ENTERPRISES, OF AMERICA INC	082425 DEP	034-00689	ENTERTAINMENT SERVICES - JAZZ FE	12,500.00
					Total :	**12,500.00**
180904	6/10/2025	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8101483	035-01364	2012 FORD E-350 #1391819 SERVICE &	101.87
			8101500	035-01364	2014 FORD F-350 #1403730 SERVICE &	1,144.87
					Total :	**1,246.74**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180905	6/10/2025	119378 SMARDAN SUPPLY CO.	S4234925		CH BASEMENT PROJECT SUPPLIES	115.32
					Total :	**115.32**
180906	6/10/2025	112510 SO CAL MOBILE MAINTENANCE, INC	22050		CNG INSPECTION SERVICES	400.00
			22051		CNG INSPECTION SERVICES	400.00
					Total :	**800.00**
180907	6/10/2025	119447 SOUTH BAY FORD	540612		GTRANS AUTO PARTS	92.13
					Total :	**92.13**
180908	6/10/2025	112633 SOUTH BAY KUSTOMZ, LLC	14701		2020 FORD EXPL #P3 BATTERY REPLA	553.50
					Total :	**553.50**
180909	6/10/2025	619003 SOUTHERN CALIFORNIA EDISON	051625		LIGHT & POWER	21,566.92
					Total :	**21,566.92**
180910	6/10/2025	111778 SPCALA	202505	032-00172	ANIMAL SHELTER SERVICES	22,400.00
					Total :	**22,400.00**
180911	6/10/2025	104453 SPICERS PAPER, INC.	50362144		PRINT SHOP PAPER	2,449.74
					Total :	**2,449.74**
180912	6/10/2025	119010 STAPLES ADVANTAGE	6031891638		FINANCE OFFICE SUPPLIES	38.88
					Total :	**38.88**
180913	6/10/2025	303323 STATE CONTROLLER'S OFFICE	FTB-00007914		FTB 2024 OFFSETS PROGRAM	1,117.26
					Total :	**1,117.26**
180914	6/10/2025	113242 TAIT & ASSOCIATES, INC.	165110	024-01123	CONSULTANT SERVICES - SEWER IMP	18,071.25
					Total :	**18,071.25**
180915	6/10/2025	108809 TEXAS REFINERY CORP.	298722		PW AUTOMOTIVE FLUIDS	2,343.88
					Total :	**2,343.88**
180916	6/10/2025	110238 TIREHUB, LLC	49680503		TIRES - GY ASSUR ALL SEASON BW 94	517.28
					Total :	**517.28**
180917	6/10/2025	105959 TRANSITTALENT.COM, LLC	1362505		LEGAL NOTICE - RFP 2024-09	125.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180917	6/10/2025	105959 TRANSITTALENT.COM, LLC	(Continued)			
			1702410		LEGAL NOTICE - RFQ 2024-04: LANDSC	125.00
			1872505		LEGAL NOTICE - RFP 2024-10 ASSET	125.00
					Total :	**375.00**
180918	6/10/2025	111481 TRIO COMMUNITY MEALS, LLC	223-A7041-7058-I	034-00659	SENIOR EMERGENCY MEALS PROGRA	2,555.28
			INV2230064527	034-00659	SENIOR FEEDING PROGRAM	8,123.29
			INV2230064782	034-00659	SENIOR FEEDING PROGRAM	8,963.74
					Total :	**19,642.31**
180919	6/10/2025	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 05/22/25		CAL CARD STATEMENT 04/23-05/22/25	629.99
			CDD 05/22/25		CAL CARD STATEMENT 04/23-05/22/25	294.32
			CRESPO 05/22/25		CAL CARD STATEMENT 04/23-05/22/25	2,544.65
			FOX 04/22/25		CAL CARD STATEMENT 03/25-04/22/25	369.11
			MACIEL 04/22/25		CAL CARD STATEMENT 03/25-04/22/25	406.65
			RECREATION 04/22/25		CAL CARD STATEMENT 03/25-04/22/25	15,464.10
			RIGG 05/22/25		CAL CARD STATEMENT 04/23-05/22/25	174.79
			SAFFELL 04/22/25		CAL CARD STATEMENT 03/25-04/22/25	202.90
			SANTIN 04/22/25		CAL CARD STATEMENT 03/25-04/22/25	13,162.07
			SWEENEY 04/22/25		CAL CARD STATEMENT 03/25-04/22/25	279.25
			TSUJIUCHI 05/22/2025		CAL CARD STATEMENT 04/23-05/22/25	858.94
					Total :	**34,386.77**
180920	6/10/2025	107596 UNION PACIFIC RAILROAD COMPANY	90142363	024-01053	NORMANDIE RR CROSSING REHAB, JN	320.33
			90145194	024-01008	ENGINEERING SERVICES-ARTESIA BLV	1,777.73
					Total :	**2,098.06**
180921	6/10/2025	113238 VALUE PAINTING, INC.	7388	024-01147	ROWLEY PARK IMPROVEMENT PROJE	15,400.00
					Total :	**15,400.00**
180922	6/10/2025	122050 VERIZON WIRELESS	6113181869		PW CELL PHONE SERVICE	762.82
			6113967692		REC CELL PHONE SERVICE	1,182.23
					Total :	**1,945.05**
180923	6/10/2025	122435 VISTA PAINT CORPORATION	2025-935572-00		STREET MAINT SUPPLIES	994.50
					Total :	**994.50**
180924	6/10/2025	108353 WALTERS WHOLESALE ELECTRIC CO	S127610734		SIGNS/SIGNALS MAINT SUPPLIES	508.30

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
180924	6/10/2025	108353 WALTERS WHOLESALE ELECTRIC CO	(Continued)			
			S127927451		BLDG MAINT SUPPLIES	171.42
					Total :	**679.72**
180925	6/10/2025	113176 WATSONVILLE FLEET GROUP	WF12086	037-10425	2025 FORD F350 VIN #1FTRF3AA9SEC8	51,150.04
					Total :	**51,150.04**
180926	6/10/2025	112737 WELLS FARGO VENDOR FINANCIAL, SERVICE	5034355717	023-01557	CITYWIDE COPIER LEASE - JUNE 2025	3,734.92
				023-01557		
					Total :	**3,734.92**
180927	6/10/2025	125001 YAMADA COMPANY, INC.	85008		PARK MAINT SUPPLIES	279.77
					Total :	**279.77**
180928	6/10/2025	110554 ZENDESK, INC.	INV12733850	023-01598	SUPPORT PROFESSIONAL SUBSCRIPT	7,056.00
					Total :	**7,056.00**
180929	6/10/2025	126122 ZEP SALES & SERVICE	9011198907		BUS SHOP SUPPLIES	167.77
			9011222094		BUS SHOP SUPPLIES	238.29
					Total :	**406.06**
180930	6/10/2025	113405 ZIELLO, JOHN	PERMIT #50023-1159		PERMIT DEPOSIT REFUND - 15316 ATK	7,500.00
					Total :	**7,500.00**

168 Vouchers for bank code : usb **Bank total : 2,350,384.90**

168 Vouchers in this report **Total vouchers : 2,350,384.90**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 17 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 17 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:

_____

_____ 06/10/2025
Mayor Date

_____ _____
Councilmember Date

_____ _____
Councilmember Date

Acknowledged:

_____ _____
Councilmember Date

_____ _____
Councilmember Date

CITY of GARDENA

Report No. P-2025-10

TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

1. Report the appointment of the following individuals:
    a. ***VICTOR VILLAREAL,*** to the position of Customer Service Clerk I, Schedule 29 ($3,556-$4,539/month), with the Elected & City Manager's Office, effective May 27, 2025.
    b. ***DEBORAH ESPINOZA,*** to the position of Administrative Analyst I, Schedule 49 ($5,827-$7,436/month), with the Administrative Services Department, effective June 2, 2025.
    c. ***CRISTINA DONIS,*** to the position of Payroll/Personnel Technician, Schedule 43 ($5,024- $6,412/month), with the Administrative Services Department, effective June 3, 2025.

2. Report the promotion of the following individuals:
    a. ***AYAKO ODANAKA,*** to the position of Administrative Analyst I, Schedule 49 ($5,827-$7,436/month), with the Administrative Services Department, effective June 2, 2025.
    b. ***TODD FOX,*** to the position of Police Chief, Schedule 340 ($22,686.25/month), with the Police Department, effective June 6, 2025.

3. Report the Service Retirement of the following individuals:
    a. ***ATANACIO JIMENEZ,*** Police Sergeant, with the Police Department, effective May 29, 2025. Sergeant Jimenez provided 30.4 years of full-time service to the City.
    b. ***MICHAEL SAFFELL,*** Police Chief, with the Police Department, effective June 5, 2025. Chief Saffell provided 31.5 years of full-time service to the City.

4. Report the Separation of the following employees:
    a. ***MARCO BERNAL,*** Bus Operator with the Transportation Department, effective May 27, 2025. Mr. Bernal provided 1 month of service to the City.
    b. ***LUIS VALENCIA,*** Recreation Coordinator with the Recreation Department, effective May 31, 2025. Mr. Valencia provided 1.0 year of service to the City.
    c. ***NICHOLAS ZABATTA,*** Social Services Coordinator with the Recreation Department effective June 4, 2025. Mr. Zabatta provided 1 month of service to the City.
    d. ***DAVID CRAVEN,*** Bus Operator with the Transportation Department effective June 4, 2025. Mr. Craven provided 7 months of service to the City.

5. Report the Recruitment for the Open/Competitive position of Assistant Director of Community Development (Community Development Department). This recruitment is scheduled to close June 11, 2025.

6. Report the Recruitment for the Open/Competitive position of Community Services Officer (Community Development Department). This recruitment is open until filled.

7. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.

8. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.

9. Report the Recruitment for the Open/Competitive position of Lifeguard (Recreation and Human Services Department). This is a continuous recruitment.

10. Report the Recruitment for the Open/Competitive position of Lifeguard/Instructor (Recreation and Human Services Department). This is a continuous recruitment.

11. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.

12. Report the Recruitment for the Open/Competitive position of Social Services Coordinator (Recreation and Human Services Department). This recruitment is scheduled to close June 18, 2025.

13. Report the Recruitment for the Open/Competitive position of Transit Operations Training Coordinator (Transportation Department). This recruitment is scheduled to close June 20, 2025.

14. Report the Recruitment for the Open/Competitive position of Bus Operator (Transportation Department). This is a continuous recruitment.

15. Report the Recruitment for the Open/Competitive position of On-Demand (Micro/Paratransit) Operator (Transportation Department). This is a continuous recruitment.

16. Report the Recruitment for the Open/Competitive position of On-Demand Transit Dispatcher (Transportation Department). This is a continuous recruitment.

17. Report the Recruitment for the Open/Competitive position of Transportation Operations Supervisor (Transportation Department). This is a continuous recruitment.

18. Report the Recruitment for the Open/Competitive position of Administrative Analyst I (Transportation Department). This recruitment is open until filled.

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 8.E
Section: CONSENT CALENDAR
Meeting Date: June 10, 2025

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

AGENDA TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 1882 , Adding Chapter 9.72 (Vacant Registry Program) to Title 9 (Public Peace, Morals and Welfare) of the Gardena Municipal Code relating to properties that are vacant, abandoned or in foreclosure proceedings, and find that the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17.
CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
Staff respectfully recommends that the City Council adopt Ordinance No. 1882, adding Chapter 9.72 to Title 9 of the Gardena Municipal Code relating to properties that are vacant, abandoned or in foreclosure proceedings, and find that the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17, and direct staff to file a notice of exemption.

On May 27, 2025, Ordinance No. 1882 was introduced by the City Council on motion by Councilmember Henderson, and seconded by Mayor Pro Tem Tanaka.

FINANCIAL IMPACT/COST:

ATTACHMENTS:
ORDINANCE 1882

APPROVED:

_____
Clint Osorio, City Manager

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ORDINANCE NO. 1882

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADDING CHAPTER 9.72 (VACANT REGISTRY PROGRAM) TO TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE GARDENA MUNICIPAL CODE RELATING TO PROPERTIES THAT ARE VACANT, ABANDONED OR IN FORECLOSURE PROCEEDINGS

WHEREAS the presence of vacant, abandoned, foreclosing or foreclosed-upon residential real property can lead to neighborhood decline by creating a public nuisance which could contribute to lower property values and could discourage potential buyers from purchasing a home adjacent to or in neighborhoods with properties that are vacant, abandoned or in foreclosed upon residences; and

WHEREAS many vacant, abandoned, foreclosing or foreclosed-upon residential real properties are the responsibility of out of area or out of state lenders and trustees, and in many instances the lender and/or trustees fail to adequately maintain and secure these vacant, abandoned, foreclosing or foreclosed-upon residences; and

WHEREAS the City has an obligation to preserve the health, safety, and welfare of residents and the community, and to the extent possible, protect neighborhoods from declining property values, aesthetic decay, and/or loss of character; and

WHEREAS City has observed and anticipates additional or worsening of code violations including and not limited to multiple violations on the same property, unoccupied buildings susceptible to vandalism and break-ins and/or open structures rendering them unsafe and dangerous, yards containing litter and trash attracting vermin infestation, overgrown grass and bushes resulting in accumulation of combustible vegetation, debris, and other flammable materials, and unsecured swimming pools that are not only a threat to children but become breeding grounds for infectious insects such as mosquitoes; and

WHEREAS through the amendment of Chapter 9, the City can implement a program designed to prevent and address the adverse impacts which large numbers of vacant properties have the potential to create,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference as though fully set forth.

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SECTION 2. Chapter 9.72 is hereby added to Title 9 of the Gardena Municipal Code to read as follows:

CHAPTER 9.72

VACANT PROPERTY REGISTRY PROGRAM

9.72.010 Purpose.

It is the purpose and intent of the Gardena City Council, through the adoption of this Chapter, to maintain a registry of properties that are vacant, abandoned, or in the foreclosure process as a mechanism to protect neighborhoods from becoming blighted and to establish vacant building security and maintenance standards.

9.72.020 Definitions.

The following definitions shall apply to this chapter.

“Abandoned” shall mean real property that is vacant and meets any of the following conditions: (1) is under a current notice of default; (2) is under a current notice of trustee's sale; (3) is pending a tax assessor's lien sale; (4) has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; or (5) has been transferred under a deed in lieu of foreclosure.

“Accessible Property” shall mean residential real property that is accessible to the public, either in general, or through an open and unsecured door, window, gate, fence, wall, or other point of access.

"Accessible structure" shall mean a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

"Agreement" shall mean any agreement or written instrument which provides that title to residential property shall be transferred or conveyed from one owner to another owner after the sale, trade, transfer or exchange.

"Assignment of rents" shall mean an instrument that assigns rents from and income generated by the tenant of a property to the mortgage lender in the case of a default on the mortgage.

“Beneficiary" shall mean a lender under a promissory note to which a borrower pays money secured by a deed of trust on property. The word "beneficiary" as used in this Chapter 9.72 means and includes any assignee or successor to such beneficiary, whether such assignee or successor acquires its interest in the

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beneficiary's promissory note either before a notice of default is recorded on the property securing the obligation payable to the beneficiary or after a notice of default is recorded. If a property is collateral or security for the loan or obligation of more than one beneficiary, the beneficiary who causes its notice of default to be recorded shall be responsible for registering the property as set forth in this Chapter.

"Boarded building" shall mean a vacant building or portion of a vacant building whose doors and windows have been covered with plywood or other material for the purpose of preventing entry into the vacant building by persons or animals.

“City” shall mean the City of Gardena.

"Dangerous building" shall mean any building/structure that is violation of any condition referenced in Chapter 8.04 of the Gardena Municipal Code.

“Days” shall mean consecutive calendar days.

"Deed of trust" shall mean an instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan. This definition applies to any and all subsequent deeds of trust, i.e., second trust deed, third trust deed, etc.

"Deed in lieu of foreclosure/sale" shall mean an instrument that transfers ownership of a property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

"Default" shall mean the failure to fulfill a contractual obligation.

"Default Inspection" shall mean a physical inspection of the exterior areas of the property conducted by the beneficiary or its designee following the occurrence of a default by the trustor under a deed of trust. When practicable, each default inspection shall be conducted upon prior reasonable notice and consent of the trustor and/or the occupant of the property. In instances when the trustor and/or the occupant consent cannot reasonably be obtained despite due and diligent inquiry by the beneficiary, or where the trustor or the occupant may expressly refuse to give the beneficiary consent to a default inspection, the beneficiary or its agent shall conduct the default inspection of the exterior areas of the property which may be viewed from the adjacent public right-of-way or from adjacent property on which the owner or occupant of such adjacent property has consented to entry onto such adjacent property by the beneficiary for the purpose of conducting a default inspection of the adjoining property. The beneficiary, or its agent, shall maintain a written record of the time and date of each default inspection and shall identify the individual who conducted the default inspection. The written record of each default inspection shall at a minimum indicate whether, at the time of the default inspection, the property was: (i) occupied or vacant, and if vacant, set forth facts to support the evidence of vacancy; (ii) in compliance with

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the general maintenance and monitoring standard set forth in Section 8.53.040; and (iii) if security appliances have been installed on the property by either the trustor, the beneficiary or its agent, or by another entity, the Default Inspection report shall indicate whether the installed security appliances are intact and in good and serviceable condition. A Default Inspection report shall contain such other property-specific information as the Director of Community Development may direct in writing to the beneficiary.

"Distressed" shall mean a property that is under a current notice of default and/or notice of trustee's sale or has been foreclosed upon by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure/sale.

"Enforcement Official" shall mean the City Manager and/or any employee or agent of the City of Gardena designated by the City Manager and/or charged with enforcing this Code, including but not limited to applicable codes adopted by reference therein.

"Evidence of vacancy" shall mean any set of facts or conditions that on its own or combined with other facts and conditions present would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers and/or mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk and/or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items consistent with residential habitation, statements by neighbors, passersby, delivery agents, government employees that the property is vacant.

"Foreclosure" shall mean the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the trustor (borrower) defaults.

"Local" shall mean within forty (40) driving miles of the subject building, structure or real property.

"Notice of default" shall mean a recorded notice that states that a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee's sale. This is part of the foreclosure process.

"Owner" shall mean any person, co-partnership, association, corporation, or fiduciary having a legal or equitable title or any interest in any real property.

“Owner of record" shall mean the person having recorded title to the property at any given point in time the record is provided by the County of Los Angeles County Recorder's Office.

Docusign Envelope ID: 06CAAF45-13F2-4F9A-8196-0FE427F54435

"Out of area" shall mean more than forty (40) road or driving miles of the subject building, structure, or real property.

"Property" shall mean residential real property or portion thereof, whether fully or partially occupied, regardless of condition, that is situated within the city's jurisdiction and includes the buildings and structures located thereon.

"Residential building" shall mean any improved real property, or portion thereof, situated in the City, designed or permitted to be used for dwelling purposes, and shall include the buildings and structures located on such improved real property. This includes any real property being offered for sale, trade, transfer, or exchange as "residential" whether or not it is legally permitted and/or zoned for such use.

"Securing" shall mean such measures as may be directed by the Director of Community Development or his or her designee that assist in rendering the property inaccessible to unauthorized persons, including but not limited to the installation or repair of fences and walls, chaining/padlocking of gates, the repair or boarding of door, window and/or other openings. In the case of residential buildings, the boarding of doors, windows and/or other openings shall be installed in in accordance with those standards established by separate resolution of the City Council

"Trustee" shall mean the person, firm, or corporation holding a deed of trust on a property.

"Trustor" shall mean a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

"Vacant" shall mean real property and any building/structure thereon that is unoccupied or not legally occupied.

"Vacant building" shall mean and refer to any building that is unoccupied or occupied by a person without a legal right of occupancy.

9.72.030 Registration.

A. Each beneficiary and trustee, who holds a deed of trust on a property located within the City of Gardena, shall perform an inspection of the property that is security for the deed of trust upon default by the trustor prior to recording a Notice of Default or similar instrument with the Los Angeles County Recorder's Office.

B. Not later than ten (10) business days after recording a notice of default on any residential property located in the City of Gardena which is subject to a deed of trust, the beneficiary, or its trustee, shall register the property with the Code Enforcement Division of the City of Gardena on forms provided by the City.

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C. The City of Gardena Code Enforcement Division shall conduct an initial inspection of all residential properties that are registered pursuant to this article. For the purposes of this subsection and only as applicable to the City of Gardena, “inspection” means a physical investigation to verify that the property is free from graffiti, debris, rubbish, garbage, trash, overgrown vegetation or other similar material, and is being maintained in a clean and sanitary condition.

D. The registration pursuant to this Section shall be renewed annually until such time as:

1. The foreclosure process is complete, or the notice of default has been rescinded or withdrawn;

2. The Trustor has surrendered the property to the beneficiary as evidenced by either a letter from the trustor addressed to the beneficiary confirming such surrender, or by the trustor's delivery of the keys to the property to the beneficiary or its agent.

3. The beneficiary has obtained possession of the property under the Code of Civil Procedure Sections 1161, 1161a, or 1161b, as applicable, following completion of the foreclosure proceeding.

E. The registration pursuant to this Section shall contain the identity of the beneficiary and trustee, the direct mailing address of the beneficiary and trustee and, in the case of a corporate or out of area beneficiary or trustee, the local property management company, if any, responsible for the security, maintenance and marketing of the property in question.

F. An annual registration fee as set by the City Council by resolution, referenced in Section 9.72.070 of this Chapter, shall accompany the submission of each registration form. The fee and registration shall be valid for one (1) year from the date of registration. Registration fees will not be prorated.

G. Any person, partnership, association, corporation, fiduciary or other legal entity that has registered a property under this Chapter must make a written report to the City of Gardena’s Community Development Department of any change of information contained in the registration form within ten (10) business days of the change.

H. If the mortgage on a registrable property is sold or transferred, the new mortgagee is subject to all the terms of this article, and within ten (10) business days of the transfer must register the property and pay a registration fee in accordance with Section 9.72.070. Any previously unpaid annual registration fees are the responsibility of the new mortgagee or trustee and are due and payable with their initial registration.

I. If the mortgagee owner of a foreclosed real property sells or transfers the property to a non-arm's length related person or entity, the transferee is subject to all the

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terms of this article and within ten (10) business days of the transfer must register the property and pay a registration fee in accordance with Section 9.72.070. Any previous unpaid annual registration fees are the responsibility of the new registrable property owner and are due and payable with their initial registration.

J. Each vacant or abandoned property or property in foreclosure proceedings shall be inspected by the mortgagee, or designee, monthly. If an inspection shows a change in the property's occupancy status the mortgagee shall, within ten (10) business days of that inspection, update the occupancy status of the property registration.

K. Mortgagees who have existing registrable property on the effective date of the ordinance from which this section is derived have thirty (30) calendar days from the effective date to register the property with the City, or its designee, on forms or other manner as directed, and indicate whether the property is vacant or occupied.

L. The duties/obligations specified in this Chapter shall be joint and several among and between all trustees and beneficiaries and their respective agents.

9.72.040 Maintenance Requirements.

It is declared a public nuisance for any person, partnership, association, corporation, fiduciary or other legal entity, that owns, leases, occupies, controls or manages any vacant or abandoned property to cause, permit, or maintain any property condition contrary to any provision of this chapter. The following maintenance standards shall apply to any registrable property, including vacant or abandoned properties subject to registration under this Division:

A. Any registrable property shall be maintained in compliance with the requirements of this chapter and Code Chapter 8.64, Abatement of Real Property Nuisances and California Health and Safety Code section 17920.3.

B. Registrable property shall be kept free of weeds, dry brush, dead vegetation, excessive foliage growth, trash, junk, debris, building materials, any accumulation of newspaper, circular flyers, notices (except those required by federal, state or local law), discarded personal items including but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

C. Registrable property shall be maintained free of graffiti, tagging or similar marking in accordance with Chapter 8.56 of this code. Any removal or painting over of graffiti shall be with an exterior grade paint that matches the color of the exterior of the structure.

D. Visible yards shall be landscaped and continuously maintained by proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants and

Docusign Envelope ID: 06CAAF45-13F2-4F9A-8196-0FE427F54435

decorative materials when necessary, and the regular watering of plants. Landscaping includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation and standards listed in Section 18.42.075 "Landscape Regulation," and abide by the planning and public works division landscape standards. Landscaping does not include weeds, gravel, broken concrete, asphalt, plastic sheeting, mulch, indoor-outdoor carpet or any similar material.

E. Pools and spas shall be kept in working order so that water remains clear and free of pollutants, mosquito larvae, and debris, or alternatively shall be drained and kept dry. In either case, properties with pools and/or spas must comply with the requirements set forth in Section 8.64.025.C. and with state standards including minimum fence height.

F. Adherence to this section does not relieve the beneficiary/trustee or property owner of obligations set forth in any covenants, conditions, and restrictions, and/or homeowners' association rules and regulations which may apply to the property.

G. An enforcement official may allow exceptions to the maintenance standards set forth in this section for registrable property that has submitted a development application with the City and is undergoing the approval process or is under construction and/or repair, that is diligently pursued for at least three (3) business days per week, and is undertaken in compliance with all applicable laws including but not limited to city permitting requirements.

H. No person, firm, partnership, corporation, or other entity shall allow a residential, commercial, historical, or industrial building designed for human use or occupancy to stand vacant for more than ninety (90) days, unless the owner establishes by substantial evidence to the reasonable satisfaction of the Building Official that one of the following applies:

1. The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation;

2. The building meets all applicable codes, is actively maintained in accordance with all city ordinances, is ready for occupancy, and is actively being offered for sale, lease, or rent.

3. Extenuating circumstances exist regarding ownership of the title of the property.

I. The owner of any boarded building, whether boarded by voluntary action of the owner or as a result of enforcement activity by the city, shall cause the boarded

Docusign Envelope ID: 06CAAF45-13F2-4F9A-8196-0FE427F54435

building to be rehabilitated for occupancy within ninety (90) days after the building is boarded and shall comply with the provisions of subsections A through H of this section, as well as all other provisions of the City Code.

J. It is declared a public nuisance for any person, partnership, association, corporation, fiduciary, or other legal entity that owns, leases, occupies, controls, or manages any building or property subject to this chapter to cause, permit, or maintain such building or property in violation of subsections A through I of this section.

K. Within thirty (30) days after a property becomes a vacant building as defined herein, the owner of a vacant building and structure shall cause said building to be registered as a vacant building pursuant to the provisions Section 9.72.030 of this chapter and shall pay the registration fee required per Section 9.72.070. Further, the owner of said vacant building shall comply with all applicable provisions of this Code with respect to property maintenance, nuisance abatement, local property management requirements and monitoring.

9.72.050 Security Requirements.

A. Abandoned and vacant properties shall be secured against access by unauthorized persons.

B. Securing of vacant or abandoned property includes but is not limited to closing and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening that may allow access to the interior of the property and or structure(s). In the case of broken windows, securing means re-glazing or boarding the window. If deemed necessary by the Enforcement Official, securing of vacant or abandoned property may require the provision of on-site security guard services. Such services shall be of sufficient duration and frequency to ensure that the property remains secure and no unauthorized persons may gain entry.

C. If the vacant or abandoned property is owned by a corporation and/or out of area beneficiary/trustee/owner, a local property management company shall be contracted to perform weekly inspections to verify that the abandoned property is maintained in accordance with the requirements of this section, and any other applicable laws.

D. The local property management company shall inspect the property on a weekly basis, or more frequently, to ensure the property complies with the requirements of this division. If it is determined that the property is not in compliance, it is the company's responsibility to bring the property into compliance.

E. The duties and obligations specified in this section shall be joint and several among and between all trustees and beneficiaries and their respective agents.

Docusign Envelope ID: 06CAAF45-13F2-4F9A-8196-0FE427F54435

F. Bonding Requirements for Vacant Buildings.

1. Whenever a building remains vacant for a period of ninety (90) days or more, in addition to the other requirements of this chapter the owner, beneficiary or trustee, shall post with the city a bond or similar security in an amount equal to three (3) months estimated costs of blight prevention and security activities, as estimated by the Building Official or Code Enforcement Supervisor.

9.72.060 Additional Authority; Monitoring Program.

A. In addition to the enforcement remedies established in this division, the city shall have the authority to require the beneficiary, trustee, owner or owner of record of any property affected by this section, to implement additional maintenance and/or security measures including but not limited to, securing any and all doors, windows or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required to secure and reduce the visual decline of the property.

9.72.070 Fees.

An annual non-refundable foreclosed vacant and/or abandoned property registration fee shall be paid to city at the time of registration. The fee and registration shall be valid for one (1) year from the date of registration. Registration fees will not be prorated. If the foreclosed, vacant and/or abandoned property is sold or transferred within a calendar year to a new bank/owner it will need to register the foreclosed, vacant and/or abandoned property; the annual fee is not transferable. The fee for registering, renewing, and re-registering a foreclosed, vacant, and/or abandoned property shall be set, from time to time, by resolution of the city council. The amount of the fee shall not exceed the cost of administering the provisions of this chapter.

Additional hourly inspection fees as set forth in the city's miscellaneous fee resolution may be levied on a property for staff time to inspect and enforce the provision of this Code when a complaint has been filed on a property subject to this article.

9.72.080 Enforcement.

A. Any violation of this division shall be treated as a strict liability offense; a violation shall be deemed to have occurred regardless of a violator's intent.

B. Any person, partnership, association, corporation, fiduciary or other legal entity, that owns, leases, occupies, controls or manages any abandoned property and causes, permits, or maintains a violation of the chapter as to that property, shall be guilty of a misdemeanor, and upon conviction thereof, may be punished as provided in Section 1.16.010.

Docusign Envelope ID: 06CAAF45-13F2-4F9A-8196-0FE427F54435

C. This section is intended to be cumulative to, and not in place of, other rights and remedies available to the city pursuant to this Code. As an alternative to the violation and penalty specified in this section, the city attorney or enforcement official may pursue any other right or remedy permitted by this Code, including, but not limited to, commencement of any civil action, or administrative action to abate the condition of a property as a public nuisance pursuant to Section 8.64.

D. If an Hearing Officer determines that the owner of abandoned property has failed to maintain that property as obligated under California Civil Code Section 2929.3 and in accordance with this chapter, the city may impose a civil fine against the owner of up to one thousand dollars ($1,000.00) per day, or an amount set by the city's miscellaneous fee schedule as amended from time to time, for each day that the owner fails to maintain the property commencing on the day following the expiration of the period to remedy the violation as set forth in the notice provided pursuant to subsection E.

E. If the city chooses to impose a fine pursuant to subsection D., it shall give notice of the alleged violation to the owner. The notice shall include a description of the conditions that gave rise to the violation, and notice of the city's intent to assess a civil fine if action to correct the violation is not commenced within a period of not less than fourteen (14) days and completed within a period of not less than thirty (30) days. The notice shall be mailed to the name and address provided in the deed or other instrument for mailing future tax statements, or, if none, to the return address provided on the deed or other instrument.

F. The city shall provide a period of not less than thirty (30) days for the legal owner to remedy the violation prior to imposing a civil fine. Notwithstanding the foregoing, the city may provide less than thirty (30) days' notice to remedy a condition before imposing a civil fine if the entity determines that a specific condition of the property threatens public health or safety and provided that notice of that determination and time for compliance is given.

G. The city shall provide an owner who wishes to contest any fines imposed pursuant to subsection D, a hearing and opportunity to be heard in accordance with the procedures for administrative citations contained in Section 1.20.090 of the Gardena Municipal Code.

H. Payment of the administrative and civil penalties shall not excuse the failure to correct the violation nor shall it bar further enforcement action.

9.72.090 Appeals.

Any person aggrieved by any of the requirements of this division may appeal a determination made hereunder in the manner specified with respect to appeals under

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Section 1.12 of the Gardena Municipal Code.

SECTION 3. **CEQA.** Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000 *et seq.* and the CEQA Guidelines, staff has determined that the Ordinance does not qualify as a project as defined in CEQA Guidelines section 15378, and there is no potential for the adoption of the Ordinance to result in a physical change in the environment and therefore is not subject to CEQA. Even if the Ordinance were subject to CEQA, it would be exempt under the commonsense exemption of Guidelines section 15061(b)(3) as there is no possibility that the activity may have a significant effect on the environment. Adoption of the Ordinance is also exempt under Guidelines section 15308 as an action to creating a regulatory process to protect the environment. Staff is directed to file a Notice of Exemption.

SECTION 4. **SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. **EFFECTIVE DATE.** This ordinance shall take effect on the thirty-first date after adoption. However, no enforcement action shall be taken until six months from the date of adoption.

SECTION 6. **CERTIFICATION.** The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this 10th day of June 2025.

ATTEST:

_____
Tasha Cerda, Mayor

_____
Mina Semenza, City Clerk

Docusign Envelope ID: 06CAAF45-13F2-4F9A-8196-0FE427F54435

APPROVED AS TO FORM:

_____

Carmen Vasquez, City Attorney

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 8.F
Section: CONSENT CALENDAR
Meeting Date: June 10, 2025

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

AGENDA TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 1883, Amending the Gardena Municipal Code Chapter 18.13 relating to Accessory Dwelling Units and Junior Accessory Dwelling Units and find that the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17.
CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
Staff respectfully recommends that the City Council adopt Ordinance No. 1883, amending the Gardena Municipal Code Chapter 18.13 relating to Accessory Dwelling Units and Junior Accessory Dwelling Units, find that the adoption of the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17, and direct staff to file a notice of exemption.

On May 27, 2025, Ordinance No. 1883 was introduced with changes by the City Council on motion by Councilmember Francis, and seconded by Mayor Pro Tem Tanaka.

FINANCIAL IMPACT/COST:

ATTACHMENTS:
Ordinance No. 1883

APPROVED:

_____
Clint Osorio, City Manager

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

ORDINANCE NO. 1883

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING CHAPTER 18.13 OF THE GARDENA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080.17

WHEREAS, State law regarding Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) has been continually amended by the State legislature; and

WHEREAS, the City of Gardena wishes to amend its provisions on ADUs and JADUs to be compliant with State law; and

WHEREAS, on May 6, 2025 the Planning Commission held a duly noticed public hearing at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted a resolution recommending that the City Council adopt this Ordinance, including the finding that adoption is exempt from CEQA; and

WHEREAS, on May 27, 2025, the City Council held a duly noticed public hearing at which time it considered all evidence presented, both written and oral;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 18.13 of the Gardena Municipal Code is hereby amended to read as follows:

Chapter 18.13
ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

18.13.010 Purpose.

A. In enacting this section, it is the intent of the city to encourage the provision of accessory dwelling units to meet a variety of economic needs within the city and to implement the goals, objectives, and policies of the housing element of the general plan. Accessory dwelling units provide housing for extended family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create accessory dwelling units can benefit from added income, and an increased sense of security. Allowing accessory dwelling units in zones allowing residential uses provides needed additional rental housing. This chapter provides the requirements for the establishment of accessory

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dwelling units consistent with California Government Code Sections 66310 through 66342.

B. For purposes of this chapter, “primary dwelling” shall mean as follows:

1. In the case of a single-family residential zone, the existing single-family dwelling, or the larger of two proposed units.

2. In the case of any other residential or mixed-use zone in which a single-family dwelling exists on the property, the existing dwelling.

3. In the case of multifamily or mixed-use zone which allows a residential use, the existing or proposed multifamily units.

C. For purposes of this chapter, words and phrases defined in Government Code Sections 66310 through 66342 shall have the same meaning when used in this chapter.

D. In cases of conflict between this chapter and any other provision of this title, the provisions of this chapter shall prevail. To the extent that any provision of this chapter is in conflict with state law, the mandatory requirement of state law shall control, but only to the extent legally required.

18.13.020 Applications – Junior and accessory dwelling units.

A. Applications for junior and accessory dwelling units shall be ministerially approved or denied within sixty days of receipt of a complete application and approved if they meet the requirements of this chapter.

1. If the application is submitted in conjunction with an application for a new single-family or multifamily dwelling, the application for the junior or accessory dwelling unit shall not be acted upon until the application for the new single-family or multifamily dwelling is approved.

2. If the application is denied, the city shall return a full set of comments in writing to the applicant with a list of items that are defective or deficient with a description of how the application can be remedied by the applicant. These comments shall be provided to the applicant within sixty days of a complete application.

3. If a detached garage is to be replaced with an accessory dwelling unit, the demolition permit shall be reviewed with the application for the accessory dwelling unit and issued at the same time.

4. The city shall grant a delay if requested by the applicant.

5. Notwithstanding the above, if the applicant uses a plan for an accessory dwelling unit that has been preapproved by the city or a plan that is identical to a plan used in an application for a detached accessory dwelling unit approved by the city within the current triennial California Building Standards Code cycle, the application shall be approved or denied within 30 days from the date of a complete application.

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

B. All applications for junior and accessory dwelling units shall be accompanied by an application fee.

C. Junior and accessory dwelling units shall be subject to applicable inspection and permit fees.

D. Neither an application for a junior nor an accessory dwelling unit shall be denied due to the need to correct nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the unit.

18.13.025 Unpermitted structures constructed prior to January 1, 2020.

A. Unless the local agency makes a finding that correcting the violation is necessary to comply with the standards specified in Section 17920.3 of the Health and Safety Code, no application or permit shall be denied for an ADU or JADU that was constructed prior to January 1, 2020, based solely on either of the following:

1. The ADU is in violation of building standards pursuant to Article 1 of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code (commencing with Section 17960); or

2. The ADU does not comply with state law or the provisions of the Gardena Zoning Code regulating ADUs.

B. The provisions of subsection A shall not apply to a building that is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.

C. Before submitting an application for a permit, the homeowner may obtain a confidential third-party code inspection from a licensed contractor to determine the unit's existing condition or potential scope of building improvements before submitting an application for a permit.

D. Upon receiving an application to permit a previously unpermitted ADU or JADU constructed before January 1, 2020, an inspector from the city may inspect the unit for compliance with health and safety standards and provide recommendations to comply with such standards in order to obtain a permit. The city shall not penalize an applicant for having the unpermitted ADU or JADU and shall approve necessary permits to correct noncompliance with health and safety standards.

E. No impact fees or connection or capacity charges shall be imposed on a homeowner applying for a permit for a previously unpermitted junior or accessory dwelling unit built before January 1, 2020, except when the utility infrastructure is required to comply with Health and Safety Code Section 17920.3 and authorized by Government Code Section 66324(e).

F. Enforcement. Until January 1, 2030, the city shall issue a statement along with a notice to correct a violation of any provision of any building standard relating to an accessory dwelling unit that provides substantially as follows:

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

You have been issued an order to correct violations or abate nuisances relating to your accessory dwelling unit. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the Community Development Director. If the city determines that enforcement is not required to protect the health and safety, enforcement shall be delayed for a period of five years from the date of the original notice.

18.13.030 Zones/locations allowed.

A. Accessory dwelling units shall be allowed on all legally existing residentially zoned lots where a single-family dwelling exists or has been proposed.

B. Accessory dwelling units shall be allowed on all legally existing residentially zoned lots where an existing multifamily structure exists or has been proposed.

C. Accessory dwelling units shall be allowed on all legally existing mixed-use zoned lots where an existing single-family or multifamily dwelling exists or has been proposed.

D. Nothing herein is meant to override the provisions of conditions, covenants, and restrictions for a housing development project relating to accessory dwelling units to the extent such restrictions comply with state law.

E. An accessory dwelling unit may be constructed in an attached or detached garage or in an existing accessory structure.

18.13.040 General requirements.

A. Number. Unless otherwise allowed by Section 18.13.060(A), only one accessory dwelling unit may be allowed per residential lot.

B. Accessory dwelling units shall not be sold separately from the primary dwelling, except to the extent that the sale meets the requirements of Government Code Section 66341 with regard to a qualified nonprofit corporation.

C. Neither the accessory dwelling unit nor any other residence located on the property, nor any part thereof, shall be rented out for less than thirty-one consecutive calendar days.

D. *Repealed.*

E. Fees.

1. Impact fees.

a. No impact fee shall be imposed on any accessory dwelling unit less than 750 square feet in size.

b. For accessory dwelling units 750 square feet or greater, impact fees shall be charged proportionately in relation to the square footage of the primary dwelling.

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

c. All applicable public service and applicable recreation impact fees shall be paid prior to occupancy in accordance with Government Code Sections 66000 et seq. and 66012 et seq.

d. For purposes of this section, “impact fee” shall have the same meaning as set forth in Government Code Section 66324 .

2. Connection Fees/Capacity Charges.

a. An accessory dwelling unit shall not be considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including for water and sewer service, unless the accessory dwelling unit is being constructed with a new single-family dwelling.

b. For an accessory dwelling unit contained within a proposed or existing single-family dwelling meeting the requirements of Section 18.13.060A.1, the city shall not impose a connection fee or capacity charge, unless the unit is being constructed with a new single-family dwelling. For all other accessory dwelling units, the city shall charge a connection fee or capacity charge that is proportionate to the burden of the proposed accessory dwelling unit based on the size of the unit or number of plumbing fixtures.

F. Accessory dwelling units shall not count in determining density or lot coverage and are considered a residential use consistent with the existing general plan and zoning designation for the lot.

G. When an accessory dwelling unit is being proposed with a new primary dwelling unit, the city shall not issue a certificate of occupancy for an accessory dwelling unit before it issues a certificate of occupancy for the primary dwelling unit.

18.13.050 Development regulations.

A. Accessory dwelling units shall be required to comply with the objective development standards of the underlying zoning district and the applicable provisions of Chapter 18.42 unless superseded by a provision of this chapter or if such regulation prohibits the construction of an accessory dwelling unit of at least eight hundred square feet.

B. An accessory dwelling unit shall have a separate entrance from the primary dwelling which shall be located on a different plane than the entrance for the primary dwelling in the case of a single-family dwelling.

C. No passageway as defined in Government Code Section 66313 shall be required for the construction of an accessory dwelling unit.

D. Accessory dwelling units shall comply with all applicable building code requirements with the exception that fire sprinklers shall not be required in an accessory dwelling unit if they are not required for the primary dwelling and the construction of an

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

accessory dwelling unit shall not trigger a requirement for sprinklers to be installed in the primary dwelling.

E. Size.

1. The floor area of an attached or detached accessory dwelling unit shall not exceed eight hundred fifty square feet for a studio or one bedroom or one thousand square feet for a unit that contains more than one bedroom.

2. The minimum size of an accessory dwelling unit shall not be less than that allowed for an efficiency unit.

3. The development standards of this section shall be waived to the extent required in order to allow an accessory dwelling unit that is eight hundred square feet, that does not exceed the height requirements set forth in subsection F of this section, and has a minimum of four-foot side and rear yard setbacks.

F. Setbacks. Except as specified below, an accessory dwelling unit shall be required to comply with the setback requirements of the zone in which the unit is to be located.

1. No setback shall be required for an existing living area, or a legally existing accessory structure, including a garage, that is converted to an accessory dwelling unit or a new accessory dwelling unit constructed in the same location and built to the same dimensions as the existing structure.

2. No setback greater than four feet shall be required for side and rear yard setbacks for all other accessory dwelling units not covered by subsection F.1 of this section.

3. An attached or detached accessory dwelling unit shall be at least six feet from all other buildings on the lot or on any adjacent lot.

4. An attached or detached accessory dwelling unit shall be located behind the front yard setback, unless the accessory dwelling unit is being constructed in the exact location and to the same dimensions as a previously existing approved accessory structure, including an attached or detached garage. This requirement shall be waived to the extent that it prohibits an accessory dwelling unit of eight hundred square feet from being built with four-foot side and rear yard setbacks in compliance with all other development standards.

5. No portion of an accessory dwelling unit may encroach into any public or private easement such as a utility easement unless the easement holder has provided written permission to construct the accessory dwelling unit in the manner proposed. To establish a rebuttable presumption of compliance with this requirement, the applicant may provide a written declaration under penalty of perjury affirming compliance with this requirement. The declaration shall be in a form acceptable to the city attorney.

G. Height. The height of an accessory dwelling unit shall be as follows:

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

1. A height of sixteen feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multifamily dwelling unit.

2. A height of eighteen feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multifamily dwelling unit that is within one-half mile walking distance of a major transit stop or a high-quality transit corridor. An additional two feet shall be allowed if required to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

3. A height of eighteen feet for a detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling.

4. A height of twenty-five feet or the height limit of the applicable zone that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling unit or built above an existing garage. In no event shall the accessory dwelling unit exceed two stories.

5. An accessory dwelling unit may be built on top of a garage; provided, that the garage is maintained for parking and the total height of the structure does not exceed twenty-five feet. If an accessory dwelling unit is built pursuant to this provision, a declaration shall be recorded that the garage must be maintained for parking.

H. Parking.

1. Parking shall be required at the rate of one space for each accessory dwelling unit that contains at least one bedroom. No parking spaces shall be required for a studio unit or for an accessory dwelling unit created within an existing living space.

2. Parking spaces may be provided through tandem parking on an existing driveway; provided, that such parking does not encroach into the public sidewalk.

3. Parking spaces for accessory dwelling units may be provided in paved portions of setback areas; provided, that the amount of paving does not exceed the total amount of paving and hardscaped areas that are otherwise allowed by this title.

4. When a garage, carport, uncovered parking space, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, such parking spaces need not be replaced.

5. Tandem parking and parking in setback areas shall not be allowed if the community development director makes specific findings that such parking is not feasible based upon specific site or regional topographical, or fire and life safety conditions.

6. Notwithstanding any other provision of this subsection H, no parking shall be required for the accessory dwelling unit if any of the following conditions apply:

a. The accessory dwelling unit is located within one-half mile walking distance of public transit;

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

b. The accessory dwelling unit is located within an architecturally and historically significant district;

c. The accessory dwelling unit is part of the proposed or existing primary dwelling or an existing accessory structure;

d. When on-street parking permits are required, but not offered to the occupant of the accessory dwelling unit;

e. When there is a car share vehicle located within one block of the accessory dwelling unit; or

f. When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the same lot, provided the ADU or parcel satisfies any other criteria listed in this subsection H.

I. Utilities.

1. All utility installations shall be placed underground.

2. For an accessory dwelling unit contained within an existing single-family dwelling meeting the requirements of Section 18.13.060(A)(1), the city shall not require the installation of a new or separate utility connection between the accessory dwelling unit and the utility unless the accessory dwelling is being constructed with a new single-family dwelling.

3. For all other accessory dwelling units other than those described in subsection (I)(2) of this section, the city shall require a new or separate utility connection between the accessory dwelling unit and the utility.

J. The number of curb cuts allowed shall be governed by the underlying zoning regulations.

K. An applicant may turn an existing single-family dwelling into the accessory dwelling unit and develop a new primary residence elsewhere on the lot if both structures meet all requirements of this chapter and the R-1 zone, including size limitations.

L. Affordability Information (RHNA). Applicants shall provide the city with all information reasonably requested by the city to allow the city to classify the ADU by income category for the city's annual housing report.

18.13.060 Mandatory approvals.

A. Notwithstanding any other provision of this chapter, the city shall ministerially approve an application for any of the following accessory dwelling units within a residential or mixed-use zone:

1. One accessory dwelling unit and one junior accessory dwelling unit within the existing or proposed space of a single-family dwelling or accessory structure.

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

a. An expansion of up to one hundred fifty square feet shall be allowed in an accessory structure solely for the purposes of accommodating ingress and egress.

b. The junior or accessory dwelling unit shall have exterior access separate from the existing or proposed single-family dwelling.

c. The side and rear setbacks shall be sufficient for fire and safety.

d. If the unit is a junior accessory dwelling unit, it shall comply with the requirements of Section 18.13.070.

2. One new detached accessory dwelling unit with minimum four-foot side and rear yard setbacks on a lot with an existing or proposed single-family dwelling; provided, that the unit shall not be more than eight hundred square feet and shall not exceed the height requirements set forth in Section 18.13.050(G)(1) through (3).

a. A junior accessory dwelling unit may be developed in conjunction with this type of detached accessory dwelling unit, provided it complies with the requirements of subsection (A)(1) of this section.

3. On a lot with a multifamily dwelling structure, up to twenty-five percent of the existing total multifamily dwelling units, but no less than one unit, shall be allowed within the portions of the existing structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages; provided, that each unit complies with state building standards for dwellings.

4. On a lot with a proposed multifamily dwelling structure, up to two detached units; provided that neither unit exceeds the height requirements set forth in Section 18.13.050(G)(1) through (3) and has at least four-foot side and rear yard setbacks.

5. On a lot with an existing multifamily dwelling structure, up to eight detached units, but in no event more than the number of existing units on the lot, provided that neither unit exceeds the height requirements set forth in Section 18.13.050(G)(1) through (3) and has at least four-foot side and rear yard setbacks.

B. For those junior/or accessory dwelling units which require mandatory approval, the city shall not require the correction of nonconforming zoning conditions.

C. The installation of fire sprinklers shall not be required in an accessory dwelling unit approved under this section if fire sprinklers are not required for the primary residence.

D. No unit approved under this section shall be rented for a period of 30 days or less.

18.13.070 Junior accessory dwelling units.

A. One junior accessory dwelling unit shall be allowed in an existing or proposed single-family dwelling, including in an attached garage. A junior accessory dwelling unit

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

may also be allowed on the same lot as an accessory dwelling unit permitted under Section 18.13.060A.1 or 2.

B. The junior accessory dwelling unit shall be required to contain at least an efficiency kitchen which includes a sink, cooking appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.

C. The junior accessory dwelling unit shall be required to have a separate entrance from the primary dwelling which shall be located on a different side of the home than the front door of the primary dwelling.

D. The junior accessory dwelling unit may, but is not required to, include separate sanitation facilities. If separate sanitation facilities are not provided, the junior accessory dwelling unit shall share sanitation facilities with the single-family residence and shall have direct access to the single-family residence from the interior of the dwelling unit.

E. No additional parking shall be required for a junior accessory dwelling unit.

F. Junior accessory dwelling units shall be required to comply with applicable building standards, except that fire sprinklers shall not be required if they were not required for the single-family residence.

G. The city shall not require the correction of a nonconforming zoning condition as a requirement for the junior accessory dwelling unit.

H. A deed restriction shall be required to be recorded on the property on which a junior accessory dwelling unit is constructed, which deed restriction which shall run with the land. The deed restriction shall provide for the following:

1. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence;

2. A restriction that prohibits the junior accessory dwelling unit from being enlarged beyond five hundred square feet;

3. A restriction from renting either the junior accessory dwelling unit or the single-family dwelling or any part thereof for less than thirty-one consecutive calendar days;

4. A restriction that the owner resides in either the single-family dwelling or the junior accessory dwelling unit. Notwithstanding the foregoing, this restriction shall not apply if the owner of the single-family dwelling is a governmental agency, land trust, or housing organization;

5. A statement that the deed restrictions may be enforced against future purchasers;

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

6. A statement that the city shall be entitled to all legal and equitable remedies available under the law upon the default of any covenant in the deed restriction; and

7. A statement that the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

I. For the purposes of applying any fire or life protection ordinance or regulation, or providing service water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered to be a separate or new dwelling unit.

SECTION 2. **CEQA.** This Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17 which exempts ordinances implementing ADU ordinances.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 4. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said city; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

SECTION 5. Effective Date. This Ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

SECTION 6. HCD. The City Clerk shall send a copy of this Ordinance to the Department of Housing and Community Development as required by State law.

Passed, approved, and adopted this 10th day of June, 2025.

_____

TASHA CERDA, Mayor

ATTEST:

Docusign Envelope ID: D99B6D8D-FE9F-41A9-A433-843EF7C67137

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 8.G
Section: CONSENT CALENDAR
Meeting Date: June 10, 2025

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

AGENDA TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 1884 , Amending the Gardena Municipal Code Chapter 18.04 (E Definitions), 18.12 (Single-Family Residential Zone (R-1)), 18.57 (Low Barrier Navigation Centers), and 18.76 (Supportive Housing for Homeless as a Use by Right) of Title 18 (Zoning Code), and Chapter 17.08 (Procedures and Standards) of Title 17 (Subdivisions) to implement State Laws relating to housing, and find that the Ordinance is exempt under the commonsense exemption of CEQA Guidelines section 15061(b)(3).
CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
Staff respectfully recommends that the City Council adopt Ordinance No. 1884, amending the Gardena Municipal Code Chapter 18.04 (E Definitions), 18.12 (Single-Family Residential Zone (R-1)), 18.57 (Low Barrier Navigation Centers), and 18.76 (Supportive Housing for Homeless as a Use by Right) of Title 18 (Zoning Code), and Chapter 17.08 (Procedures and Standards) of Title 17 (Subdivisions) to implement State Laws relating to housing, find that the adoption of the Ordinance is exempt from CEQA under the commonsense exemption of CEQA Guidelines section 15061(b)(3), and direct staff to file a notice of exemption.

On May 27, 2025, Ordinance No. 1884 was introduced by the City Council on motion by Councilmember Love, and seconded by Mayor Cerda.

FINANCIAL IMPACT/COST:

ATTACHMENTS:
Ordinance No. 1884.pdf

APPROVED:

_____

Clint Osorio, City Manager

ORDINANCE NO. 1884

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING CHAPTERS 18.04 (DEFINITIONS), 18.12 (SINGLE-FAMILY RESIDENTIAL ZONE (R-1)), 18.57 (LOW BARRIER NAVIGATION CENTERS), AND 18.76 (SUPPORTIVE HOUSING FOR HOMELESS AS A USE BY RIGHT) OF TITLE 18 (ZONING), AND CHAPTER 17.08 (PARCEL MAPS FOR URBAN LOT SPLITS) OF TITLE 17 (SUBDIVISIONS) OF THE GARDENA MUNICIPAL CODE TO IMPLEMENT STATE LAWS RELATING TO HOUSING AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3).

WHEREAS State law continues to be amended relating to housing within California, including special types of housing; and

WHEREAS the City of Gardena wishes to amend the provisions of its Zoning Code to be compliant with State law; and

WHEREAS on May 6, 2025, the Planning Commission held a duly noticed public hearing at which time it considered all evidence presented, both written and oral; and

WHEREAS at the close of the public hearing the Planning Commission adopted a resolution recommending that the City Council adopt this Ordinance; and

WHEREAS May 27, 2025, the City Council held a duly noticed public hearing at which time it considered all evidence presented, both written and oral,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In compliance with the definition in Government Code Section 65583, the definition of “emergency shelter” contained in Chapter 18.04 “E Definitions” is hereby amended to read as follows:

> “Emergency shelter” means housing with minimal supportive services for homeless persons that is limited to occupancy of no more than six months by a homeless person. An emergency shelter may also include other interim interventions, including but not limited to a navigation center, bridge housing, and respite or recuperative care.

SECTION 2. In compliance with SB 450, which amended SB 9 (Government Code Sections 65852.21 and 66411.7), Section 18.12.060 of Chapter 18.12 (Single-Family

Residential Zone (R-1)) of Title 18 (Zoning) and Section 17.08.270 of Chapter 17.08 (Procedures and Standards) of Title 17 (Subdivisions), respectively, are hereby amended to read as follows:

18.12.060 Two-unit housing development.

A. For purposes of this section, the following definitions shall apply:

1. "Housing development" shall mean a development with no more than two primary units on a single lot within a single-family zone that meets the requirements of this section. The two units may consist of two new units or one new unit and one existing unit.

2. "Primary unit" shall mean a residential unit that is not otherwise classified as an accessory dwelling unit or junior accessory dwelling unit pursuant to Government Code Section 66313.

3. "Unit" shall mean a primary dwelling unit, but shall not include an accessory dwelling unit or a junior accessory dwelling unit.

4. "Urban lot split" shall have the same meaning as set forth in Section 17.08.270.

B. The city shall ministerially approve a housing development containing no more than two primary units if it meets the following requirements:

1. Number of units:

a. On a lot which has not been divided pursuant to Section 17.08.270 of this Code, a maximum of four units, no more than two of which may be a primary unit.

b. On a lot which has been divided pursuant to Section 17.08.270, no more than two units, at least one of which shall be a primary unit.

2. The parcel is not located in any of the following areas and does not fall within any of the following categories:

a. A historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.

b. A hazardous waste site that is listed pursuant to California Government Code Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Health and Safety Code Section 25356, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

c. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.

d. A special flood hazard area subject to inundation by the one percent annual chance flood (one-hundred-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subsection and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subsection if either of the following are met:

i. The site has been subject to a letter of map revision prepared by FEMA and issued to the city; or

ii. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program as further spelled out in Government Code Section 65913.4(a)(6)(G)(ii);

e. A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subsection and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

f. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

3. The housing development does not require demolition or alteration of any of the following types of housing:

a. Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power; or

c. Housing that has been occupied by a tenant in the last three years.

4. Unless demolition or alteration is prohibited pursuant to subsection (B)(3) of this section, a housing unit may be demolished.

5. The housing in not on a parcel or parcels on which an owner of residential real property exercised rights under Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within fifteen years before the date of the application;

C. The city shall act upon an application within 60 days from the date the city receives a completed application. If the application is denied, the city shall return a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied within the 60 day time period. Any application not acted upon within this time period shall be deemed approved.

D. Standards and Requirements. Notwithstanding any other provisions of the municipal code to the contrary, the following requirements shall apply in addition to all other objective standards applicable to this zone:

1. Setbacks.

a. No setback shall be required for an existing structure, or a structure constructed in the same location and within the same dimensions as an existing structure.

b. Except for those circumstances described in subsection D.1.a of this section, the setback for side and rear lot lines shall be four feet.

c. The front setback shall be twenty feet on a lot that fronts on a street.

d. For landlocked parcels side yard setbacks shall apply to all property lines.

2. The applicant shall provide easements for the provision of public services and facilities as required.

3. One parking space per unit shall be required on the lot unless the parcel is located within one-half mile walking distance of either a high-quality transit

corridor as defined by Public Resources Code Section 21155(b) or a major transit stop as defined in Public Resources Code Section 21064.3, or there is a car share vehicle located within one block of the parcel. The parking space need not be covered, but tandem parking shared by separate units shall not be allowed.

4. Lot coverage shall not exceed fifty percent for interior lots and seventy-five percent for corner lots.

E. Limitations on City Actions.

1. The city shall not impose any zoning or design standards that would have the effect of physically precluding the construction of two units on a lot or that would result in a unit size of less than eight hundred square feet.

2. The city shall not deny an application solely because it proposes adjacent or connected structures; provided, that all building code safety standards are met, and they are sufficient to allow a separate conveyance.

F. An applicant for a second house on a lot shall be required to sign an affidavit in a form approved by the city attorney to be recorded against the property stating the following:

1. That the uses shall be limited to residential uses.

2. That the rental of any unit created pursuant to this section shall be for a minimum of thirty-one days.

3. That the maximum number of units to be allowed on the parcels shall be as specified in subsection B.1, above.

G. The city may deny the housing development if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon the public health and safety for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

17.08.270 Parcel maps for urban lot splits.

A. Definitions. For purposes of this section, the following definition shall apply:

1. “Urban lot split” means a lot split of a single-family residential lot into two parcels that meets the requirements of this section.

B. The city shall ministerially approve a parcel map for a lot split that meets the following requirements:

1. The parcel is located within a single-family residential zone.

2. The parcel map divides an existing parcel to create no more than two new parcels of approximately equal lot area; provided, that one parcel shall not be smaller than forty percent of the lot area of the original parcel.

3. Both newly created parcels are no smaller than one thousand two hundred square feet.

4. The parcel is not located in any of the following areas and does not fall within any of the following categories:

a. A historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.

b. A hazardous waste site that is listed pursuant to Government Code Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Health and Safety Code Section 25356, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

c. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.

d. A special flood hazard area subject to inundation by the one percent annual chance flood (one-hundred-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subsection and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subsection if either of the following is met:

i. The site has been subject to a letter of map revision prepared by FEMA and issued to the city; or

ii. The site meets FEMA requirements necessary to meet minimum floodplain management criteria of the National Flood Insurance Program as further spelled out in Government Code Section 65913.4(a)(6)(G)(ii);

e. A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subsection and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

f. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

5. The proposed lot split would not require demolition or alteration of any of the following types of housing:

a. Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power; ; or

c. Housing that has been occupied by a tenant in the last three years.

6. The housing is not on a parcel or parcels on which an owner of residential real property exercised rights under Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within fifteen years before the date of the application

8. The lot split does not result in more than two units on a parcel, including any accessory dwelling units or junior accessory dwelling units.

9. The split does not create a flag lot.

C. Time limit for action. The city shall act upon an application within 60 days from the date the city receives a completed application. If the application is denied, the city shall return a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied

within the 60 day time period. Any application not acted upon within this time period shall be deemed approved.

D. Standards and Requirements. Notwithstanding any other provisions of this municipal code to the contrary, the following requirements shall apply:

1. The lot split conforms to all applicable objective requirements of the Subdivision Map Act and this title, except as the same are modified by this section.

2. No setback shall be required for an existing structure, or a structure constructed in the same location and to the same dimensions as an existing structure.

3. Except for circumstances described in subsection D.1 of this subsection, the setback for side and rear lot lines shall be four feet.

4. The applicant shall provide easements for the provision of public services and facilities as required.

5. Landlocked parcels created by an urban lot split shall have an access easement over the other parcel on the same map. The easement shall be not less than ten feet in width and must connect to the same curb cut and apron as the other parcel on the same map.

6. Residential units developed on a lot created pursuant to this section shall be subject to the provisions of Section 18.12.060.

E. The city shall not require or deny an application based on any of the following:

1. The city shall not require dedications of rights-of-way or the construction of off-site improvements for the parcels being created as a condition of issuing a parcel map.

2. The city shall not impose any subdivision standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than eight hundred square feet.

3. The city shall not require the correction of nonconforming zoning provisions as a condition for the lot split.

4. The city shall not deny an application solely because it proposes adjacent or connected structures; provided, that all building code safety standards are met, and they are sufficient to allow a separate conveyance.

F. An applicant for an urban lot split shall be required to sign an affidavit in a form approved by the city attorney to be recorded against the property stating the following:

1. That applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of approval. This requirement does not apply when the applicant is a “community land trust” or a “qualified nonprofit corporation” as the same are defined in the Revenue and Taxation Code.

2. That the uses shall be limited to residential uses.

3. That any rental of any unit created by the lot split shall be for a minimum of thirty-one days.

4. That the maximum number of units to be allowed on each parcel is two, including units otherwise allowed as an accessory dwelling units, junior accessory dwelling units, or units allowed pursuant to Section 18.12.060.

G. The city may deny the lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon the public health and safety and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

H. This section shall not apply to:

1. Any parcel which has been established pursuant to a lot split in accordance with this section; or

2. Any parcel where the owner of the parcel being subdivided or any person acting in concert with the owner has previously subdivided an adjacent parcel in accordance with this section. For purposes of this section, “acting in concert” shall include, but not be limited to, where the owner of a property proposed for an urban lot split is the same, related to, or connected by partnership to the owner, buyer or seller (if transferred within the previous three years) of an adjacent lot.

SECTION 3. In compliance with SB 1395, the definition of “low barrier navigation center” in Section 18.57.020 (Definitions) of Chapter 18.57 (Low Barrier Navigation Centers) is hereby amended to read as follows:

18.57.020 Definitions

* * *

C. “Low barrier navigation center” means a Housing First, low barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing

homelessness to income, public benefits, health services, shelter, and housing. A low barrier navigation center may be non-congregate and relocatable.

SECTION 4. In compliance with AB 1801, Chapter 18.76 (Supportive Housing for Homeless as a Use by Right) is hereby amended to add Section 18.76.015 (Definitions) and amend Section 18.76.030 (Application/Processing) to read as follows with respect to supportive housing for homeless:

18.76.015 Definitions.

For purposes of this Chapter, the following definition shall apply:

"Administrative office space" means an organizational headquarters or auxiliary office space utilized by a nonprofit organization for the purpose of providing onsite supportive services at a supportive housing development authorized pursuant to this Article and includes other nonprofit operations beyond the scope of the corresponding supportive housing development. "Administrative office space" includes parking necessary to serve the office space.

"Supportive housing" as defined in Chapter 18.04 includes nonresidential uses and administrative office space. "Supportive housing" also includes transitional housing for youth and young adults.

18.76.030 Application/processing.

A. The standard application for the housing development project shall be supplemented with the following information:

1. The plan for providing supportive services with appropriate documentation showing that the supportive services will be provided on site to the residents in the project;

2. The name of the proposed entity or entities that will provide supportive services;

3. The proposed funding source(s) for the provided on-site supportive services;

4. Proposed staffing levels by shift;

5. The number of units that are restricted to residents who meet criteria of the target population;

6. The amount of nonresidential floor area that shall be used for on-site supportive services and administrative office space.

a. For a development with no more than 20 units, at least 90 square feet shall be provided for onsite supportive services.

b. For a development of more than 20 units, at least 3 percent of the total floor area shall be provided for onsite support services that are limited to tenant use, including but not limited to, community rooms, case management offices, computer rooms, and community kitchens.

c. The total floor area dedicated to administrative office space shall not exceed 25 percent of the total floor area;

7. An identification of the number of manager units that will be provided; and

8. An identification of the number of rental dwelling units on site, or units that have been vacated in the five-year period preceding the application, which are subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power, or occupied by lower or very low income households.

B. An application shall be reviewed for completeness within thirty days of receipt. The application shall be acted on within sixty days after the application is complete for a project with fifty or fewer units, or within one hundred twenty days for a supportive housing project with more than fifty units.

C. The application for a supportive housing project that complies with all applicable requirements, including the requirement for replacement housing, shall be approved.

SECTION 5. CEQA. This Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that the ordinance will not have any significant effect on the environment as it is simply implementing what is already required by state law.

SECTION 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

<u>SECTION 7.</u> Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

<u>SECTION 8.</u> Effective Date. This Ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this 10th day of June, 2025.

_____

TASHA CERDA, Mayor

ATTEST:

_____

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

_____

CARMEN VASQUEZ, City Attorney

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 8.H
Section: CONSENT CALENDAR
Meeting Date: June 10, 2025

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

AGENDA TITLE: Bingo License Renewal for Gardena Valley Japanese Cultural Institute, located at 1964 W. 162nd Street.
CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
On April 24, 2025, the Gardena Valley Japanese Cultural Institute (JCI) completed their application to renew their annual Bingo License to conduct bingo games which includes hosting bingo games at their annual Matsuri Event, located at 1964 West 162nd Street. The applicant is requesting approval to conduct bingo every Tuesday & Thursday between the hours of 12:00 p.m. to 2:00 p.m. According to Gardena Municipal Code Section 5.16.040, a bingo license remains valid for one year, after which a renewal application must be submitted to the City for review. The City Council serves as the issuing authority for these licenses. The Gardena Valley Japanese Cultural Institute (JCI) has hosted bingo games at this location for over 75 years. Applicable departments and divisions have reviewed the applicant's request, conducted investigations, and provided analyses, which are attached for the Council's consideration. Staff respectfully recommends that the City Council approve the Gardena Valley Japanese Cultural Institute (JCI) request for their annual bingo license renewal, including the conditions proposed by staff.

FINANCIAL IMPACT/COST:

ATTACHMENTS:
Gardena Valley JCI Bingo License Renewal Application.pdf
Planning Division Comment Letter and Conditions.pdf
Gardena Police Dept Comment Letter.pdf
LACO Fire Dept Comment Letter.pdf

APPROVED:

_____

Clint Osorio, City Manager

Bingo License 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 75 years
Days and Hours Bingo is to be Conducted Tuesdays & Thursdays 12:00PM to 2:00PM; and annually at the GVJCI Matsuri Fundraiser in June	
Length of Time Applicant has Conducted Operations in the City 75 years	
Name and Address of Legal Property Owner Gardena Valley Japanese Cultural Institute, 1964 W. 162nd Street, 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 license.

Signature of Officer Alvin Takamori	Date: 4-7-25
Address 2042 W. 160TH ST., TORRANCE, CA 90504	
Signature of Officer	Date: 4/15/25
Address 1964 W. 162nd St Gardena CA 90247	

MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Fire Department, Police Department, Planning

DATE: April 24, 2025

FROM: Greg Tsujiuchi, Director

REF: Temporary Event Permit 2025

SUBJ: Department Inspection & Investigation Request

CC:

Type of Application:	Temporary Event Permit
Business:	Gardena Valley Japanese Cultural Institute
Owner:	Alison Kochiyama, Executive Director
Location:	1964 W. 162ND St Gardena, CA 90247
Request Approval to:	Hold the Annual Matsuri Festival

Background:

Attached for your information is a request from Gardena Valley Japanese Cultural Institute, located at 1964 West 162nd Street, Gardena, CA 90247 requesting approval to hold their Annual Summer Festival, on Saturday, June 28, 2025.

The applicant is also submitting a renewal for their Bingo License (application included) to conduct bingo games which includes hosting bingo at their annual Matsuri Event.

Please conduct the necessary inspections and/or investigation and reply by the response date of **May 8, 2025**.

Your prompt attention to this matter is greatly appreciated so that we can dispose of the matter without further delay.

Department Response

Name of Department: **Planning Division**

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	5/12/2025

MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Jackie Choi, Economic Development Manager

DATE: May 12, 2025

FROM: Kevin La, Planning Assistant

REF: Temporary Event Permit 2025
Bingo License Permit 2025

SUBJ: Gardena Valley J.C.I. Matsuri Festival
Project Location: 1964 W. 162nd St.

CC:

The Planning Department is recommending approval of a Temporary Event Permit for Gardena Valley J.C.I. to hold their annual Summer Festival at 1964 West 162nd Street on Saturday, June 28, 2025, and renewal of their Bingo License Permit, provided that the following conditions of approval are met:

Carnival/Festival Permit Conditions of Approval

1. The Applicant shall comply with all applicable provisions of the Gardena Municipal Code.
2. The Applicant shall contact the Los Angeles County Fire Department one week prior to the event to schedule an inspection and complete all necessary forms. A fire safety inspection shall be conducted, and approval of the inspection is required prior to the start of the carnival;
3. The Applicant shall comply with all provisions set forth in Chapter 8.36 of the Gardena Municipal Code, on any use of sound amplification equipment, and restrictions on the amount of noise generated by the event throughout the course of the special event.
4. The Applicant shall contact the City of Gardena Community Development Department at (310) 217-9530, 48 hours prior to the event to schedule an inspection after the site is set-up, but prior to the commencement of any activities. Please note that any electrical work, with the exception of plug-in, will require an electrical permit obtained by a licensed electrical contractor;
5. The Applicant shall have all fire and building safety inspections conducted and approvals prior to the start of the carnival;
6. The Applicant shall contact the Health Department and obtain all required permits prior to the start of the carnival;
7. The Applicant shall obtain the appropriate approvals, licenses, and permits from the Department of Alcoholic Beverage Control (ABC) for any on-site sale and consumption of alcohol;
8. The driveway shall be kept clear of game booths for emergency vehicles;
9. The Applicant shall deploy trash receptacles at various outdoor food serving areas;
10. The Applicant shall properly dispose of trash at the end of the event (in closed trash bins or containers);
11. The Applicant shall sweep the outdoor area at the end of the day;
12. The Applicant shall call the Community Development Department (310) 217-9530 after the event to schedule a final inspection for issuance of a refund of the clean-up deposit;
13. The Applicant shall cover all on-site drop-inlet catch basins;
14. The Applicant shall ensure that coals used in the preparation of food shall be properly disposed of (viz., after "cool-down", placed in metal containers for subsequent curbside refuse collection);

15. The Applicant shall use damp or dry-cleaning techniques to clean outdoor surface areas (if hose water must be applied runoff must not leave the site and enter the curb and gutter);
16. The Applicant shall use covered sandbags in catch basins in the public right-of-way to prevent the entry of wash water and other impermissible non-stormwater discharges from the event area;
17. The Applicant shall keep the subject property in a neat, clean, and orderly manner at all times;
18. The Applicant shall return the property to its original condition at the conclusion of each event;
19. The Applicant shall pay for all law enforcement and public safety costs incurred by the City.

Bingo License Conditions of Approval

1. The Applicant shall comply with all provisions of the Gardena Municipal Code within Chapter 5.16
2. The Applicant shall only host bingo games for the applied weekdays of Tuesday and Thursdays from 12:00 PM to 2:00 PM with the exception to the Summer Festival event week.
3. The week of the Summer Festival event, the regularly scheduled weekly Tuesday and Thursday bingo events shall be postponed to the event date of Saturday, June 28, 2025.
4. Modifications and/or renewal of the bingo license shall be filed with the Gardena Business License Division and will be reviewed by the Gardena City Council for approval.

MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Fire Department, Police Department, Planning

DATE: April 24, 2025

FROM: Greg Tsujiuchi, Director

REF: Temporary Event Permit 2025

SUBJ: Department Inspection & Investigation Request

CC:

Type of Application:	Temporary Event Permit
Business:	Gardena Valley Japanese Cultural Institute
Owner:	Alison Kochiyama, Executive Director
Location:	1964 W. 162ND St Gardena, CA 90247
Request Approval to:	Hold the Annual Matsuri Festival

Background:

Attached for your information is a request from Gardena Valley Japanese Cultural Institute, located at 1964 West 162nd Street, Gardena, CA 90247 requesting approval to hold their Annual Summer Festival, on Saturday, June 28, 2025.

The applicant is also submitting a renewal for their Bingo License (application included) to conduct bingo games which includes hosting bingo at their annual Matsuri Event.

Please conduct the necessary inspections and/or investigation and reply by the response date of **May 8, 2025**.

Your prompt attention to this matter is greatly appreciated so that we can dispose of the matter without further delay.

Department Response

Name of Department: **Police 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	5/1/25

MEMORANDUM

GARDENA POLICE DEPARTMENT

TO:	Chief Michaell Saffel	**DATE:**	April 30, 2025
FROM:	Detective Joel Martinez	**REF:**	
SUBJ:	Temporary Event Permit	**CC:**	Chain of Command

Per Gardena Municipal Code Chapter 18.60.050, the Gardena Police Department recommends that the City Council approve the temporary event permit for Gardena Valley Japanese Cultural Institute's **"Annual Summer Festival [Matsuri Fundraiser]"** based on the following results:

- On April 24, 2025, a completed temporary event permit application was submitted to the City of Gardena Community Development Department by Alison Kochiyama, an Executive Director for Gardena Valley Japanese Cultural Institute. Kochiyama is also submitting a renewal for their Bingo license to conduct bingo games at their annual Matsuri Event.

- Alison Kochiyama's background was checked using DMV, WANTS, Tiburon, and Mark43 databases and those results were negative. No other information was discovered.

- There have been no Mark 43 police reports taken by Gardena PD for Kochiyama or her home.

- A calls-for-service check was completed for Gardena Valley Japanese Cultural Institute which returned to numerous calls. However, the calls consisted of burglary alarms and help with subjects on the property. The calls were not directly related to issues with Sharon Lee or employees on the property.

- A business check of Gardena JCI was conducted on the CA Secretary of State website. Gardena Valley JCI is in "Good" standing in all areas and listed Alison Kochiyama as the current agent.

- The 75th annual Matsuri Fundraiser is being held on the Institute's property located at 1964 W 162nd Street. The institute was contacted regarding the number of people attending and they assured the street and surrounding areas will still be open to normal traffic and/or emergency vehicles.

- Kochiyama is also requesting permission to use the red curb zone on 162nd St in front of their property for a loading and unloading zone. However, due to the fact the red curb is next to a cross street (Gramercy Place), parking in the red zone creates a "line of sight" issue and creates a potentially hazardous condition. For that reason, I am recommending this request be denied. As an alternative, I am recommending Kochiyama use the temporary no parking zone on 162nd St, west of the red curb, as a potential loading/unloading zone.

354 5/1/25

MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Fire Department, Police Department, Planning

DATE: April 24, 2025

FROM: Greg Tsujiuchi, Director

REF: Temporary Event Permit 2025

SUBJ: Department Inspection & Investigation Request

CC:

Type of Application:	Temporary Event Permit
Business:	Gardena Valley Japanese Cultural Institute
Owner:	Alison Kochiyama, Executive Director
Location:	1964 W. 162ND St Gardena, CA 90247
Request Approval to:	Hold the Annual Matsuri Festival

Background:

Attached for your information is a request from Gardena Valley Japanese Cultural Institute, located at 1964 West 162nd Street, Gardena, CA 90247 requesting approval to hold their Annual Summer Festival, on Saturday, June 28, 2025.

The applicant is also submitting a renewal for their Bingo License (application included) to conduct bingo games which includes hosting bingo at their annual Matsuri Event.

Please conduct the necessary inspections and/or investigation and reply by the response date of **May 8, 2025**.

Your prompt attention to this matter is greatly appreciated so that we can dispose of the matter without further delay.

Department Response

Name of Department: **L.A. County Fire 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	CA Johnson
Date	4/24/2025

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 8.I
Section: CONSENT CALENDAR
Meeting Date: June 10, 2025

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

AGENDA TITLE: Approve Paratransit Service Agreement with Los Angeles County
CONTACT: TRANSPORTATION

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
GTrans operates Bolt: Powered by GTrans, Gardena's on-demand shared-ride service. The service is provided to the general public, as well as registered paratransit riders who are senior citizens and/or customers with physical disabilities residing in the Cities of Gardena, Hawthorne and the unincorporated Los Angeles County communities of Alondra Park, Del Aire and Hawthorne Island. Paratransit customers must be pre-certified, and the fare for a one-way trip is 75 cents.

The provision of service for the specified communities in unincorporated Los Angeles County is provided under a two-year cooperative agreement between the City of Gardena and Los Angeles County. The County reimburses GTrans for the cost per trip for the number of actual trips provided, less the cash fares collected by GTrans, up to the maximum specified amount.

The proposed two-year agreement with Los Angeles County provides compensation to GTrans for the provision of this specific service up to a maximum amount, as displayed below:

	FY24-2025	FY25-2026
Los Angeles County	$ 85,000	$ 85,000

The renewal of the proposed agreement with Los Angeles County was delayed due to the transition of the service to GTrans' new Bolt service. While the transition was underway, GTrans continued to provide this service in good faith to the residents of Los Angeles County until an agreement was executed and approved by both entities. Likewise, the County honored the reimbursement rates until the agreement was finalized.

Therefore, it is recommended that Council authorize the execution of the attached, two-year Cooperative Agreement for Paratransit Services with Los Angeles County.

FINANCIAL IMPACT/COST:

The County of Los Angeles agrees to reimburse GTrans up to $170,000 over the course of its two-year agreement. There is no impact to the General Fund.

ATTACHMENTS:

MOU_LA County Paratransit FY2025 & 2026.pdf

APPROVED:

_____

Clint Osorio, City Manager

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COOPERATIVE AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF GARDENA

FOR

ALONDRA PARK, DEL AIRE, AND
HAWTHORNE ISLAND
PARATRANSIT SERVICE

FISCAL YEARS 2024-25 and 2025-26

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

ALONDRA PARK, DEL AIRE, AND HAWTHORNE ISLAND PARATRANSIT SERVICE

TABLE OF CONTENTS

SECTION PAGE

AGREEMENTType text here…… 1

EXHIBIT A – SCOPE OF SERVICE

1. SERVICE……...…….……... 4
2. Term of SERVICE……..…….…….. 4
3. Routing and Scheduling……..…. 4
4. Fares……..……..... 4
5. Payment for SERVICE……..……...…… 4
6. Marketing…….…… 6
7. Safety Program…….. 6
8. Personnel and Operations……...……... 6
9. Equipment Requirements…….……...……... 7
10. Recordkeeping and Reporting …… 7
11. Audit and Reimbursement…… 8

EXHIBIT B – GENERAL REQUIREMENTS

1. Interpretation of AGREEMENT……..…….….... 9
   - A. Ambiguities or Discrepancies…….…….... 9
   - B. Definitions……... 9
   - C. Headings…… 10
2. Standard Terms and Conditions Pertaining to AGREEMENT Administration.... 10
   - A. Amendments…… …….. 10
   - B. Budget Reduction…….. 11
   - C. Compliance with Applicable Laws…….. 11
   - D. Compliance with Civil Rights Laws…… 12
   - E. City's Warranty of Adherence to COUNTY'S Child Support Compliance Program …… 12
   - F. Employment Eligibility Verification…… 12
   - G. No Payment for Services Provided Following Expiration/Suspension/Termination of AGREEMENT..…….. 13
   - H. Notice to Employees Regarding the Federal Earned Income Credit..…….. 13
   - I. Record Retention……..…… 13
   - J. Recycled-Content Paper Products…….…… 14
   - K. Warranty Against Contingent Fees…… 14
3. Termination……..…….. 14
   - A. Termination/Suspension of AGREEMENT…….…… 14
   - B. Termination/Suspension for Improper Consideration…….…. 14
   - C. Termination/Suspension for Nonappropriation of Funds…….…….. 15
4. Indemnification and Insurance Requirements…….…… 15

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

Table of Contents Continued

5. Compliance with County's Jury Service Program…….. 18
A. Jury Service Program…….. 18
B. Written Employee Jury Service Policy……... 18
6. Safely Surrendered Baby Law Program…… 19
A. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law……..…… 19
B. Notice to Employees Regarding the Safely Surrendered Baby Law..…….. 20
7. Time Off for Voting…… 20
8. Compliance with County's Zero Tolerance Human Trafficking …..... 20
9. Compliance with Fair Chance Employment Hiring Practices …..... 20
10. Compliance with County Policy of Equity.....……..... 20

EXHIBIT C – SERVICE REQUIREMENTS……... 22
EXHIBIT D – SERVICE AREA MAP…….. 23
EXHIBIT E – INTERNAL REVENUE SERVICE NOTICE 1015…… 24
EXHIBIT F – EVIDENCE OF INSURANCE PROGRAMS…… 25
EXHIBIT G – JURY SERVICE ORDINANCE……... 27
EXHIBIT H – EMPLOYEE JURY SERVICE FORM…… 31
EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM…… 32

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF GARDENA, (hereinafter referred to as CITY), and LOS ANGELES COUNTY, (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY agree that it is in the public's interest to continue providing paratransit service to the eligible elderly sixty (60) years and older and persons with disabilities in the unincorporated COUNTY communities of Alondra Park, Del Aire, and Hawthorne Island, and CITY as defined in this AGREEMENT and Exhibit A (hereinafter referred to as SERVICE); and

WHEREAS, COUNTY is willing to finance COUNTY'S jurisdictional share of the cost of SERVICE for the term of this AGREEMENT using COUNTY'S Proposition A Local Return transit funds; and

WHEREAS, because of CITY/COUNTY joint program set forth herein, CITY will apply for and the Los Angeles County Metropolitan Transportation Authority (hereinafter referred to as LACMTA), may grant a Proposition A Discretionary Incentive Fund grant through its subregional paratransit grant program, (hereinafter referred to as GRANT).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

FIRST: CITY agrees to provide SERVICE as described in AGREEMENT and Exhibit A.

SECOND: This AGREEMENT, together with Exhibit A, Scope of SERVICE; Exhibit B, General Requirements; Exhibit C. SERVICE Requirements; Exhibit D, SERVICE Area Map; Exhibit E, Internal Revenue Service Notice 1015; Exhibit F, Evidence of Insurance Programs; Exhibit G, Jury Service Ordinance; Exhibit H, Employee Jury Service Form; and Exhibit I, Safely Surrendered Baby Law Fact Sheet; all attached hereto, constitute the entire AGREEMENT.

THIRD: The term of SERVICE under this AGREEMENT will be for the period of July 1, 2024, through June 30, 2026.

FOURTH: COUNTY'S maximum obligation under this AGREEMENT is One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00) with a maximum obligation for each fiscal year of Eighty-Five Thousand and 00/100 Dollars ($85,000.00) or such greater amount as the BOARD may approve. COUNTY'S obligation under this AGREEMENT is subject to availability of funds in each fiscal year's budget.

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

FIFTH: This AGREEMENT constitutes the entire AGREEMENT between the COUNTY and the CITY with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings. This AGREEMENT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed AGREEMENT.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this AGREEMENT and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format will be legal and binding and will have the same full force and effect as if a paper original of this AGREEMENT had been delivered and had been signed using a handwritten signature. CITY and COUNTY (i) agree that an electronic signature, whether digital or encrypted, of a party to this AGREEMENT is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this AGREEMENT based on the foregoing forms of signature. If this AGREEMENT has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by CITY OF GARDENA on _____, and by the DIRECTOR OF PUBLIC WORKS on _____, pursuant to authority delegated by the COUNTY OF LOS ANGELES Board of Supervisors on _____.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

City of Gardena

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney

P:\TPPPUB\TRANSIT\(PARATRANSIT)\ALONDRA PARK\ALONDRA AGREEMENT 2CC.DOCX3

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

EXHIBIT A – SCOPE OF SERVICE

1. SERVICE

CITY will provide eligible riders with paratransit service. CITY or its contractor(s) will furnish SERVICE at such times and places as may be requested according to Exhibit C, SERVICE Requirements, and Exhibit D, SERVICE Area Map. CITY will administer, monitor, and evaluate SERVICE.

COUNTY is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by law, including Title VI of the Civil Rights Act of 1964, as amended. The CITY hereby asserts its commitment and assures it will comply.

2. Term of SERVICE

The term of SERVICE under this AGREEMENT will be for the period of July 1, 2024, through June 30, 2026.

3. Routing and Scheduling

CITY and COUNTY have cooperatively established SERVICE requirements and service area within CITY'S available transportation capacity as described in Exhibits C and D. If SERVICE may be improved by revisions to scheduling, vehicle assignment, fleet size, or area served, the COUNTY'S Director of Public Works (hereinafter referred to as DIRECTOR) or their designee, and CITY will plan and institute such changes jointly upon mutual consent and documented by correspondence between the parties.

4. Fares

All fares will be retained by CITY to partially fund total SERVICE operating costs. COUNTY may request and CITY will accept passes or vouchers issued by COUNTY in lieu of the cash fares specified herein. If it is determined that SERVICE may be improved by revisions to fares, COUNTY and CITY may plan and institute such changes jointly upon mutual written consent within the terms of this AGREEMENT after holding any public hearing(s) required by law.

5. Payment for SERVICE

A. Service Cost

COUNTY agrees to pay, upon receipt of invoice by CITY and documentation thereof, the actual per-ride cost of each ride provided to the unincorporated COUNTY community residents, less actual cash fares collected

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

up to the maximum obligation amount in accordance with fiscal year set forth in the following Subsection B. below, subject to COUNTY'S right to audit in Section 11 of this AGREEMENT. The per-ride cost will be calculated monthly based on CITY'S actual overall SERVICE operating costs divided by total monthly one-way ridership. Overall SERVICE operating costs will consist of the cost of marketing the program; providing, operating, and maintaining vehicles, drivers, dispatchers, and other necessary personnel; insurance; and direct administrative overhead costs based on CITY records.

B. Maximum Obligation

COUNTY'S, maximum obligation under this AGREEMENT for Fiscal Years 2024-25 through 2025-26 is One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00) or such greater amount as the BOARD may approve. The budget for each fiscal year is Eighty-Five Thousand and 00/100 Dollars ($85,000.00) or such greater amount as the BOARD may approve. COUNTY'S obligation under this AGREEMENT is subject to availability of funds in each fiscal year's budget.

C. Proposition A Discretionary Fund GRANT

CITY will apply with LACMTA for a Proposition A Discretionary Fund Grant in the maximum amount possible. Should CITY receive the grant, CITY will apply funds to improve SERVICE or to coordinate transportation SERVICES. CITY will provide COUNTY with its Short-range transit plan, which will suffice as documentation via the budget of the plan that funds are applied SERVICE.

D. Invoices for SERVICE

CITY must submit invoices for payment along with the monthly service report and documentation in the form and number required by COUNTY within thirty (30) calendar days of the end of each month. Subject to acceptance and approval of invoice by COUNTY, payment will normally be made within thirty (30) calendar days of approval.

The COUNTY, at its sole discretion, has determined the most efficient and secure default form of payment for any amounts due for services provided under an AGREEMENT with the COUNTY will be Electronic Funds Transfer or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller.

At the request of the Auditor-Controller and/or Public Works, the CITY will provide the Auditor-Controller with electronic banking and related information for the Contractor and/or any other payee that the Contractor

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

designates to receive payment pursuant to this AGREEMENT. Such electronic banking and related information include, but is not limited to, bank account number and routing number, legal business name, valid taxpayer identification number, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the Auditor-Controller determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than electronic funds transfer or direct deposit will supersede this requirement with respect to those payments. At any time during the duration of the AGREEMENT, CITY may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the Auditor-Controller is not feasible and an alternative is necessary. The Auditor-Controller, in consultation with Public Works, will decide whether to approve exemption requests.

6. Marketing

CITY will work with COUNTY in promoting SERVICE to eligible unincorporated COUNTY community residents. Marketing may use any media subject to review by DIRECTOR. All promotional material specifically disseminated to the unincorporated COUNTY community residents must include the following: This service is financed through funds provided by the COUNTY.

7. Safety Program

CITY or its Contractor(s) will provide regularly scheduled and ongoing formal safety instructions for all operating personnel assigned to perform any activities under this AGREEMENT. Such personnel will be required to attend regularly scheduled safety meetings at least twice a year or as required by existing regulations.

8. Personnel and Operations

Compensation of all personnel assigned to perform SERVICE under this AGREEMENT must be in accordance with all applicable Federal, State, and local ordinances and laws, including but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Such personnel must treat passengers in a courteous manner, be clean and neatly dressed, and be trained in the handling of the elderly and persons with disabilities. All personnel who are likely to be in contact with the public must be trained to give accurate information concerning the operations of SERVICE. Upon notice from DIRECTOR concerning unacceptable

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

conduct, demeanor, or appearance of such persons employed by CITY or CITY'S contractor(s), CITY will take steps necessary to alleviate the cause of concern to DIRECTOR and will advise DIRECTOR of the steps taken.

COUNTY will have the right to have authorized COUNTY personnel board any SERVICE vehicle for the purpose of monitoring SERVICE or inspecting vehicle. CITY will have the right to request DIRECTOR to advise CITY prior to such action. CITY will work cooperatively with COUNTY to correct, on a timely basis, any deficiencies or institute improvements noted by COUNTY personnel or inspectors.

CITY and/or its contractor(s) will have the right to refuse SERVICE to any or all passengers, if passenger activity will in any way impair the safe operation of any vehicle operating under SERVICE.

9. Equipment Requirements

CITY and/or its Contractor(s) must supply a sufficient number of vehicles and spare vehicles, in the event of regularly assigned vehicle breakdown, and a two-way communication dispatch system to ensure the consistent fulfillment with the terms of this AGREEMENT. All vehicles and equipment must be maintained in good and clean condition, including air conditioning and lift equipment. The cost of spare vehicles must be included in CITY'S or its Contractor(s) actual overall SERVICE operating costs. CITY’S and/or its Contractor's(s') equipment and facilities must meet all requirements of applicable Federal, State, and local ordinances and laws, including but not limited to, the Americans with Disabilities Act of 1990. Further, should CITY provide SERVICE by using contractor(s), CITY must actively monitor its Contractors' compliance with the above-mentioned equipment requirements and at all times during the term of this AGREEMENT ensure that such requirements are satisfied.

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

10. Recordkeeping and Reporting

CITY will provide access to daily ridership logs (i.e., driver and dispatcher logs), or other operational records for SERVICE deemed necessary by DIRECTOR and must provide copies thereof upon specific request by DIRECTOR. CITY must report quarterly unincorporated COUNTY area ridership to DIRECTOR. CITY must keep records of all operating costs of SERVICE in accordance with strict accounting procedures. All accidents, defined by law as reportable accidents, involving SERVICE equipment or personnel while operating with COUNTY passengers must be immediately reported to DIRECTOR. CITY must maintain such operating and fiscal records as necessary to comply with LACMTA Proposition A requirements and procedures and must maintain all records on file for a minimum of five (5) years following the term of this AGREEMENT. CITY will be responsible for collection of National Transit Database (NTD) data on behalf of COUNTY. CITY must prepare and submit quarterly and annual NTD reports, including the unincorporated COUNTY areas served, in accordance with the Federal Transit Administration NTD guidelines to LACMTA with a copy forwarded to DIRECTOR upon request.

11. Audit and Reimbursement

If, at any time during the term of this AGREEMENT or at any time after the expiration or termination of this AGREEMENT, authorized representatives of COUNTY conduct an audit of CITY, or CITY'S Contractor(s) regarding the SERVICES provided to COUNTY per terms of this AGREEMENT and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to CITY, then CITY agrees that the difference will be either: 1) repaid forthwith by CITY to COUNTY by cash payment, or 2) at Director's option, credited against any future payments hereunder to CITY. If such audit finds that COUNTY'S dollar liability for SERVICES provided hereunder is more than payments made by COUNTY to CITY, then the difference will be paid to CITY by COUNTY through cash payment provided that in no event will COUNTY'S maximum obligation, as set forth in this AGREEMENT, be exceeded.

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EXHIBIT B – GENERAL REQUIREMENTS

1. Interpretation of AGREEMENT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with legal counsel regarding the terms of this AGREEMENT and are fully cognizant of all terms and conditions herein. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party will be deemed as the drafter of this AGREEMENT and the uncertainty, ambiguity, or discrepancy will not be construed against either party.

B. Definitions

Whenever in the AGREEMENT the following terms are used, the intent and meaning will be interpreted as follows:

AGREEMENT The written AGREEMENT covering the performance of the SERVICE and the furnishing of labor, materials, supervision, and equipment in the performance of the SERVICE.

BOARD The County of Los Angeles Board of Supervisors.

CITY The City of Gardena.

CONTRACTOR The person or persons, sole proprietor, partnership, joint venture, corporation or other entity that has entered into an agreement or contract with the CITY to perform or execute the SERVICE covered herein.

COUNTY County of Los Angeles and/or Los Angeles County Public Works.

Chief Executive Officer Chief Executive Officer for the County of Los Angeles appointed by the BOARD.

Day Calendar day(s) unless otherwise specified.

DIRECTOR The Director of Public Works of the County of Los Angeles or their designee.

Fiscal Year The 12-month period beginning July 1st and ending the following June 30th.

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

Public Works Los Angeles County Public Works.

SERVICE The entire contemplated SERVICE work scope prescribed in the Scope of Service and covered by this AGREEMENT.

Specifications The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this AGREEMENT.

Subcontract An agreement by contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor at any tier.

Subcontractor Any individual, person or persons, sole proprietor, firm, partnership, joint venture, company, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this agreement, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2. Standard Terms and Conditions Pertaining to AGREEMENT Administration

A. Amendments

1. For any change that affects the scope of service, AGREEMENT sum, payments, or any term or condition included in this AGREEMENT, an amendment must be prepared and executed by CITY and BOARD or if delegated by BOARD, the DIRECTOR, and CITY.

2. BOARD or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this AGREEMENT during the term of this AGREEMENT. COUNTY reserves the right to add and/or change such provisions as required by BOARD or the Chief Executive Officer. To implement such changes, an amendment to this AGREEMENT will be prepared by Public Works and signed by the CITY.

3. COUNTY may, at its sole discretion, authorize extensions of time to this AGREEMENT'S term. CITY agrees that such extensions of time will not change any other term or condition of this AGREEMENT during the period of such extensions. To implement an extension of

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

time, an amendment to this AGREEMENT will be prepared and executed by CITY and BOARD or if delegated by BOARD, the DIRECTOR. To the extent that extensions of time for CITY performance do not impact either scope as set forth in Exhibit A attached hereto or cost of this AGREEMENT, DIRECTOR may, at their sole discretion, grant CITY extensions of time provided; however, the aggregate of all such extensions during the life of this AGREEMENT will not exceed One Hundred Eighty (180) days.

B. Budget Reduction

In the event that the BOARD adopts, in any fiscal year, a COUNTY budget, which provides for reduction in the salaries and benefits paid to the majority of COUNTY employees or imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this AGREEMENT correspondingly for that fiscal year and any subsequent fiscal year during the term of this AGREEMENT (including any extensions) and the services to be provided by CITY under this AGREEMENT will also be reduced correspondingly. COUNTY'S notice to CITY regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the BOARD'S approval of such actions. Except as set forth in the preceding sentences, CITY must continue to provide all of the services set forth in this AGREEMENT.

C. Compliance with Applicable Laws

1. CITY, or its Contractor, must comply with all applicable Federal, State, local laws, rules, regulations, ordinances, or directives, guidelines, policies, procedures, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated by reference. This AGREEMENT will be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, CITY and COUNTY agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this AGREEMENT and further agree and consent that venue of any action brought in connection with or arising out of this AGREEMENT, will be exclusively in the COUNTY of Los Angeles.

2. CITY, or its Contractor, must defend, indemnify and hold COUNTY harmless from and against any and all liability, damages, costs, expenses including, but not limited to, defense costs and attorney's fees arising from, or related to, any alleged violation on the part of CITY or its employees, agents, or Contractors of any such laws, rules, regulations, ordinances, or directives.

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

3. CITY, or its Contractor, will at its sole cost and expense, register and license such buses, bus equipment, and drivers as may be necessary or required to operate said buses and bus equipment on public roads and streets.

D. Compliance with Civil Rights Laws

CITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT. CITY must comply with its Equal Employment Opportunity Certification.

E. CITY'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

1. CITY acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

2. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200), and without limiting CITY’S duty under this AGREEMENT to comply with all applicable provisions of law, CITY warrants that it is now in compliance and will during the term of this AGREEMENT maintain and will require its contractor to maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and the California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

F. Employment Eligibility Verification

1. CITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this AGREEMENT meet the citizenship or alien status requirements set forth in Federal

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

and State statutes and regulations. CITY must obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CITY must retain all such documentation for all covered employees for the period prescribed by law.

2. CITY must, indemnify, defend, and hold harmless the COUNTY, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability that may be assessed against CITY or COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

G. No Payment for Services Provided Following Expiration/Suspension/ Termination of AGREEMENT

CITY must have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CITY after the expiration, suspension, or termination of this AGREEMENT. Should CITY receive any such payment, it must immediately notify COUNTY and must immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/suspension/termination of this AGREEMENT must not constitute a waiver of COUNTY'S right to recover such payment from CITY. This provision will survive the expiration/suspension/termination of this AGREEMENT.

H. Notice to Employees Regarding the Federal Earned Income Credit

CITY must notify its employees, and will require each Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit E).

I. Record Retention

CITY will retain all records relating to this AGREEMENT for a minimum period of five (5) years following expiration or termination hereof. All such records must be available for inspection by designated auditors of COUNTY at reasonable times during normal working hours. Records must be in accordance with the State Uniform System of Accounting.

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J. Recycled-Content Paper Products

Consistent with BOARD policy to reduce the amount of solid waste deposited at COUNTY landfills, CITY agrees to use recycled content paper to the maximum extent possible for this SERVICE.

K. Warranty Against Contingent Fees

1. CITY warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by CITY for the purpose of securing business.

2. For breach or violation of this warranty, COUNTY will have the right, in its sole discretion, to terminate this AGREEMENT for default, deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Termination

A. Termination/Suspension of AGREEMENT

Each party reserves the right to suspend or terminate any or all portions of SERVICE in this AGREEMENT for any reason, without further obligation to the other party except as provided in this AGREEMENT, upon giving thirty (30) calendar day's written notice to the other party.

B Termination/Suspension for Improper Consideration

1. DIRECTOR may, by written notice to CITY, immediately suspend or terminate the right of CITY to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by CITY, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment or extension of this AGREEMENT, or the making of any determinations with respect to CITY'S performance pursuant to this AGREEMENT. In the event of such suspension or termination, COUNTY will be entitled to pursue the same remedies against CITY as it could pursue in the event of default by CITY.

2. CITY must immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at 1 (800) 544-6861 or https://fraud.lacounty.gov/.

3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

C. Termination/Suspension for Non-Appropriation of Funds

Notwithstanding any other provision of this AGREEMENT, COUNTY will not be obligated for CITY'S performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S fiscal years following the fiscal year in which the AGREEMENT is executed, unless and until BOARD appropriates funds for this AGREEMENT in COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT may be suspended or terminated as of June 30th of the last fiscal year for which funds were appropriated. COUNTY will notify CITY in writing of any such non-allocation of funds at the earliest possible date.

4. Indemnification and Insurance Requirements

Insurance requirements stated below apply to all CITY contractor(s) as well as CITY, provided, however, that DIRECTOR will accept evidence from CITY of self-insurance program that meets the requirements stated below.

A. In addition to all other indemnities in favor of COUNTY in this AGREEMENT, CITY must indemnify, defend, and hold harmless COUNTY, BOARD, its officers, agents, employees,volunteers, and its special districts, (hereafter collectively referred to as COUNTY indemnitees) from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, or property damage arising from or connected with any alleged act or omission of CITY, or its contractor(s) in connection with the SERVICE, including but not limited to, maintenance of equipment or operation of SERVICE, including any workers' compensation suits, liability, or expense and excepting any such loss or damage arising from the sole negligence or willful misconduct of COUNTY indemnitees. CITY expressly waives application of Government Code Section 895.2, which provides for joint and several liabilities of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. The provisions of Section 2778 of the California Civil Code are made a part hereof.

In addition, without limiting the CITY'S foregoing indemnity in favor of COUNTY indemnitees, if CITY provides SERVICE through a Contractor, CITY must use its best effort to include in its contract with any contractor(s)

providing SERVICE under this AGREEMENT a provision with the above terms whereby the contractor(s) agree(s) to indemnify, defend, and hold harmless COUNTY indemnitees, as third-party beneficiaries, on the same basis the CITY indemnifies, defends, and holds harmless the COUNTY indemnitees under this AGREEMENT.

B. Without limiting CITY'S and CITY Contractor's indemnification of COUNTY, during the term of this AGREEMENT, CITY must provide and maintain, or if CITY'S contractor provides SERVICE, CITY must ensure that its contractor(s) provide and maintain, the program(s) of insurance covering its operations hereunder as specified in Section 4.E. Such program(s) and evidence of insurance must be satisfactory to DIRECTOR and primary to and not contributing with any other insurance maintained by or for COUNTY. Certificate(s) or other evidence of coverage must be delivered to DIRECTOR prior to commencing SERVICE under this AGREEMENT and must contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification or termination of insurance. Evidence of insurance program(s) must be as specified in Exhibit F.

C. The parties agree Assumption of Liability Agreement 33585 approved by the BOARD on December 27, 1977, and/or a Joint Indemnity Agreement approved by the BOARD on October 8, 1991, must not apply in relation to the SERVICE.

D. The CITY'S obligation to indemnify, defend, and hold harmless in this AGREEMENT in favor of COUNTY indemnitees must survive the termination or expiration of this AGREEMENT.

E. CITY, or its contractor(s), must maintain the following insurance coverage:

1. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office, Inc., policy Form CG 00 01), naming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	$4 million
Products/Completed Operations Aggregate:	$4 million
Personal and Advertising Injury:	$4 million
Each Occurrence:	$4 million

2. Automobile Liability written on Insurance Services Office, Inc., policy Form CA 00 01 or its equivalent. Such insurance must include coverage for all owned, nonowned, and hired vehicles, or coverage

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for any auto, in an amount as recommended by the Public Utilities Commission, but not less than the following can be met by a combination of primary and excess insurance coverage:

a. Seating capacity of 16 passengers or more (including driver), Ten Million and 00/100 Dollars ($10,000,000.00).

b. Seating capacity of 15 passengers or less (including driver), Five Million and 00/100 Dollars ($5,000,000.00).

c. Taxicabs, as defined by Vehicle Code Section 27908, a minimum of One Hundred Thousand and 00/100 Dollars ($100,000.00) per person, One Million and 00/100 Dollars ($1,000,000.00) per occurrence, and Fifty Thousand and 00/100 Dollars ($50,000.00) property damage, or a combined single limit of One Million and 00/100 Dollars ($1,000,000.00).

A certificate evidencing such insurance coverage and required endorsements additional insured endorsements thereunder must be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

3. Workers' Compensation

A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California including employer's liability with a One Million and 00/100 Dollars ($1,000,000.00) limit, covering all persons CITY is legally required to cover. A certificate evidencing such insurance coverage must be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

4. Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million and 00/100 Dollars ($2,000,000.00) per claim and Two Million and 00/100 Dollars ($2,000,000.00) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse; molestation; harassment; mistreatment or maltreatment of a sexual nature.

5. Failure to Procure Insurance

Failure on the part of CITY or CITY'S Contractor(s) to procure or maintain required insurance will constitute a material breach of this

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AGREEMENT upon which COUNTY may, at its sole and absolute discretion, immediately terminate this AGREEMENT.

5. Compliance with COUNTY'S Jury Service Program

A. Jury Service Program

This AGREEMENT is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Exhibits G and H include the Jury Service Ordinance and Jury Service Form. The City must complete and sign Exhibit H (Jury Service form).

B. Written Employee Jury Service Policy

1. CITY is a contractor subject to compliance with the COUNTY'S Jury Service Program unless CITY has demonstrated to COUNTY'S satisfaction either that CITY is not a contractor as defined in Jury Service Program (Section 2.203.020 of Los Angeles County Code) or that CITY qualifies for an exception to the Jury Service Program under (Section 2.203.070 of Los Angeles County Code). CITY must have and adhere to a written policy that provides that its employees will receive from CITY, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CITY or that CITY deduct from the employee's regular pay the fees received for jury service. If CITY uses any contractor to perform services for COUNTY under this AGREEMENT, contractor will also be subject to the provisions of the Jury Service Program. The requirements of this Section will be inserted into any contract agreement between CITY and any contractors that provide SERVICE; and a copy of the Jury Service Program must be attached to the agreement requiring that such contractor(s) to complete Exhibit H (Jury Service Form) and comply with the requirements of this Section.

2. For purposes of the COUNTY'S Jury Service Program, contractor means a person, partnership, corporation, or other entity that has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand 00/100 Dollars ($50,000.00) or more in any 12-month period under one or more COUNTY contracts or subcontracts. Employee means any California resident who is a full-time employee of contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if 1) the lesser number

is a recognized industry standard as determined by COUNTY or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term temporary services of ninety (90) days or less within a 12-month period is not considered full-time for purposes of the Jury Service Program.

3. If CITY is not required to comply with the Jury Service Program when this AGREEMENT commences, CITY will have a continuing obligation to review the applicability of the COUNTY'S Jury Service Program for the SERVICE, and CITY must immediately notify COUNTY if CITY at any time either comes within the Jury Service Program's definition of contractor or if CITY no longer qualifies for an exception to the Jury Service Program. In either event, CITY must immediately implement a written policy consistent with the COUNTY'S Jury Service Program. COUNTY may also require, at any time during this AGREEMENT, and at its sole discretion, that CITY demonstrate to COUNTY'S satisfaction that CITY either is not a contractor as defined by Section 2.203.020 and/or that CITY continues to qualify for an exception to the Jury Service Program.

4. CITY'S violation of this section may constitute a material breach of AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate or suspend the AGREEMENT as provided in Exhibit B, Section 3.A., Termination/Suspension of AGREEMENT.

6. Safely Surrendered Baby Law Program

A. CITY'S Acknowledgment of COUNTY'S Commitment to the Safely Surrendered Baby Law

CITY acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CITY understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. CITY will also encourage its Contractors, if any, to post this poster in a prominent position in the Contractor's place of business. The CITY and its Contractors can access posters and other campaign material can be found at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

CITY must notify and provide to its employees and must require each Contractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. Additional information is available in Exhibit I of this AGREEMENT and at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

7. Time Off for Voting

The CITY must notify its employees and must require each Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten (10) days before every Statewide election, every CITY and its Contractor, must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provision of Section 14000.

8. Compliance with COUNTY'S Zero Tolerance Human Trafficking

CITY acknowledges that the COUNTY has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a CITY or member of CITY'S staff is convicted of a human trafficking offense, the COUNTY will require that the CITY or member of CITY'S staff be removed immediately from performing services under the AGREEMENT. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of CITY'S staff pursuant to this paragraph will not relieve CITY of its obligation to complete all work in accordance with the terms and conditions of this AGREEMENT.

9. Compliance with Fair Chance Employment Hiring Practices

CITY, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. CITY'S violation of this paragraph of the AGREEMENT may constitute a material breach of the AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the AGREEMENT.

10. Compliance with the COUNTY Policy of Equity

The CITY acknowledges that the COUNTY takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the

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COUNTY Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The CITY further acknowledges that the COUNTY strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The CITY, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the CITY, its employees or its Subcontractors to uphold the COUNTYS expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the CITY to termination of contractual agreements as well as civil liability.

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EXHIBIT C – SERVICE REQUIREMENTS

Eligibility Requirements: SERVICE must be restricted to the elderly sixty (60) years and older and persons with disabilities and their escorts. Eligible disabled persons are persons who because of physical or mental disabilities cannot reasonably use conventional transportation. CITY will determine the eligibility of patrons and CITY will maintain appropriate records (i.e., Application for Eligibility, List of Eligible Riders, etc.) and take any actions necessary to ensure that only eligible patrons use SERVICE.

Service Area: SERVICE will be provided in CITY and the unincorporated COUNTY communities of Alondra Park, Del Aire, and Hawthorne Island as identified in Exhibit D. CITY and DIRECTOR may approve service to additional locations.

Hours of Service:

Hawthorne and Los Angeles County (Alondra and Del Aire) Paratransit Riders
6 a.m. to 5 p.m., Monday through Friday

All Eligible Riders in Service Areas
10 a.m. to 5 p.m., Saturdays

Holidays
Modified Weekend Schedule on Presidents' Day and Veterans Day

No Service on New Year's Day, MLK Jr. Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Veterans Day.

Advance Reservation Requirements: Passengers may schedule a reservation 24-48 hours in advance. Same-day service may be accommodated based on available capacity but is not guaranteed. Upon confirmation of a reservation, passengers will be assigned a 20-minute pickup window following their requested pickup time. A guaranteed "arrive-by" time will be provided at the time the reservation is made. CITY will provide backup service to patrons in emergencies when deemed necessary by CITY to satisfy needs and avoid disruption of normal SERVICE at no additional cost to COUNTY. Group rides will be emphasized and encouraged.

Fares: CITY will charge a fare of 75/100 Dollars ($0.75) each one-way ride for all elderly and persons with disabilities within SERVICE area. Escorts of persons with disabilities must not be charged a fare. CITY may accept payment by Transit Access Pass (TAP) cards.

EXHIBIT D – SERVICE AREA MAP

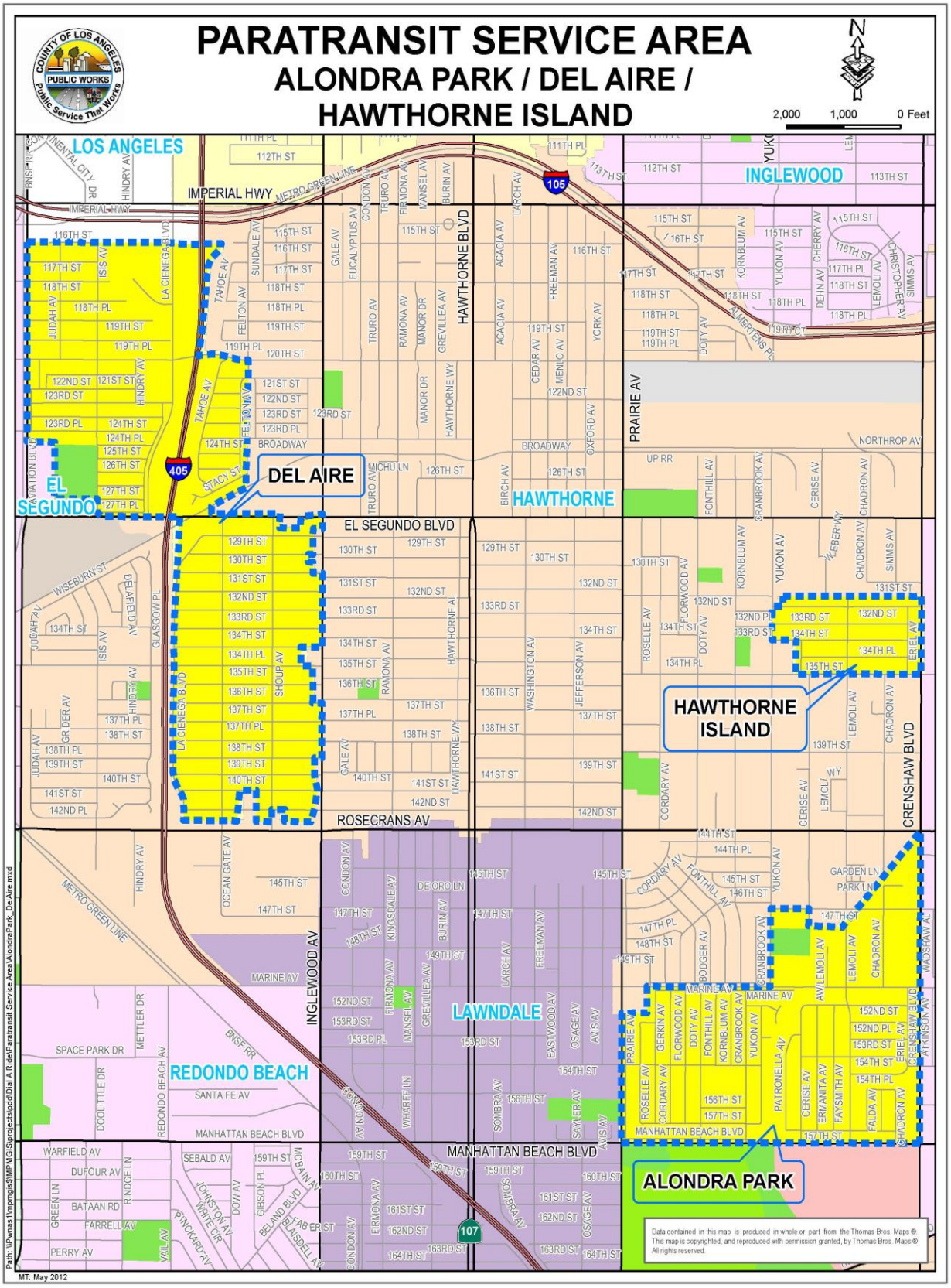

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EXHIBIT E – INTERNAL REVENUE SERVICE NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015
(Rev. December 2023)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2023 are less than $63,398 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy.

If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 5, 2024.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2023 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2023 and owes no tax but is eligible for a credit of $800, he or she must file a 2023 tax return to get the $800 refund.

Notice 1015 (Rev. 12-2023)
Cat. No. 20599I

EXHIBIT F – EVIDENCE OF INSURANCE PROGRAMS

CITY will submit to COUNTY evidence of satisfactory insurance programs and vehicle(s)' information as required below:

1. Certificate of insurance, which specifically identifies this AGREEMENT and which, includes but not limited to, the following:

    a. Full name of the insurer.

    b. Name and address of the insured and, if SERVICE is provided in whole or in part by taxicabs, the taxicabs' operators name.

    c. Full name of program (example: Happy Seniors' Dial-A-Ride).

    d. Insurance policy number.

    e. Type(s) and limit(s) of liability coverage.

    f. Certificate issue date.

    g. Certificate expiration date.

    h. Condition that the insurer will notify COUNTY in writing at least thirty (30) calendar days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will endeavor to mail notice or intends to notify are not acceptable.

    i. Signature of an agent authorized to do business with the insurer.

2. Copies of endorsements for each policy or program insurance naming the COUNTY as the additional insured as follows:

    The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers are included as additional insured with respect to transportation services provided by the named insured.

3. The following information for each of the insured vehicle(s):

    a. Vehicle make

    b. Vehicle model

    c. Vehicle year

d. Vehicle license number

e. Vehicle identification number

f. Vehicle seating capacity

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EXHIBIT G – JURY SERVICE ORDINANCE

An ordinance amending Title 2-Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings. The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers such as the County of Los Angeles, who pay their permanent, full-time employees while on jury duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions. The following definitions shall be applicable to this Chapter:

A. "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/1000 Dollars ($50,000.00) or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for, or on behalf of the County, but does not include:

1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this Chapter; or

2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or

3. A purchase made through a State or Federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment, or systems maintained by the County pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the *Los Angeles County Fiscal Manual*, Section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-2810 or a successor provision; or

7. A nonagreement purchase with a value of less than $5,000 pursuant to the L*os Angeles County Purchasing Policy and Procedures Manual*, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section PP-1100, or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the Chief Executive Officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full-time.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

2.203.030 Applicability. This Chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This Chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this Chapter only if the solicitations for such contracts stated that the Chapter would be applicable.

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2.203.040 Contractor Jury Service Policy. A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The Chief Executive Officer shall be responsible for the administration of this Chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this Chapter and shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this Chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this Chapter, the County department head responsible for administering the contract may do one or more of the following:

A. Recommend to the Board of Supervisors the termination of the contract; and/or

B. Pursuant to Chapter 2.202, seek the debarment of the contractor.

2.203.070 Exceptions.

A. Other Laws. This Chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This Chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and

2. Has annual gross revenues in the preceding 12-months, which if added to the annual amount of the contract awarded, are less than Five Hundred Thousand and 00/100 Dollars ($500,000.00); and

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3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

Dominant in its field of operation means having more than 10 employees and annual gross revenues in the preceding 12-months, which if added to the annual amount of the contract awarded, exceed Five Hundred Thousand and 00/100 Dollars ($500,000.00).

Affiliate or subsidiary of a business dominant in its field of operation means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent of a business dominant in that field of operation.

2.203.090 Severability. If any provision of this Chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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EXHIBIT H – EMPLOYEE JURY SERVICE FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: City of Gardena		
Company Address: 1700 West 162nd Street		
City: Gardena	**State:** California	**Zip Code:** 90247
Telephone Number: 310-217-9500		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of contractor, as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding 12-months, which if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding 12-months, which if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five (5) days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Dana Pynn	**Title:** Assistant Director of Transportation
Signature:	**Date:** 6/4/2025

EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM

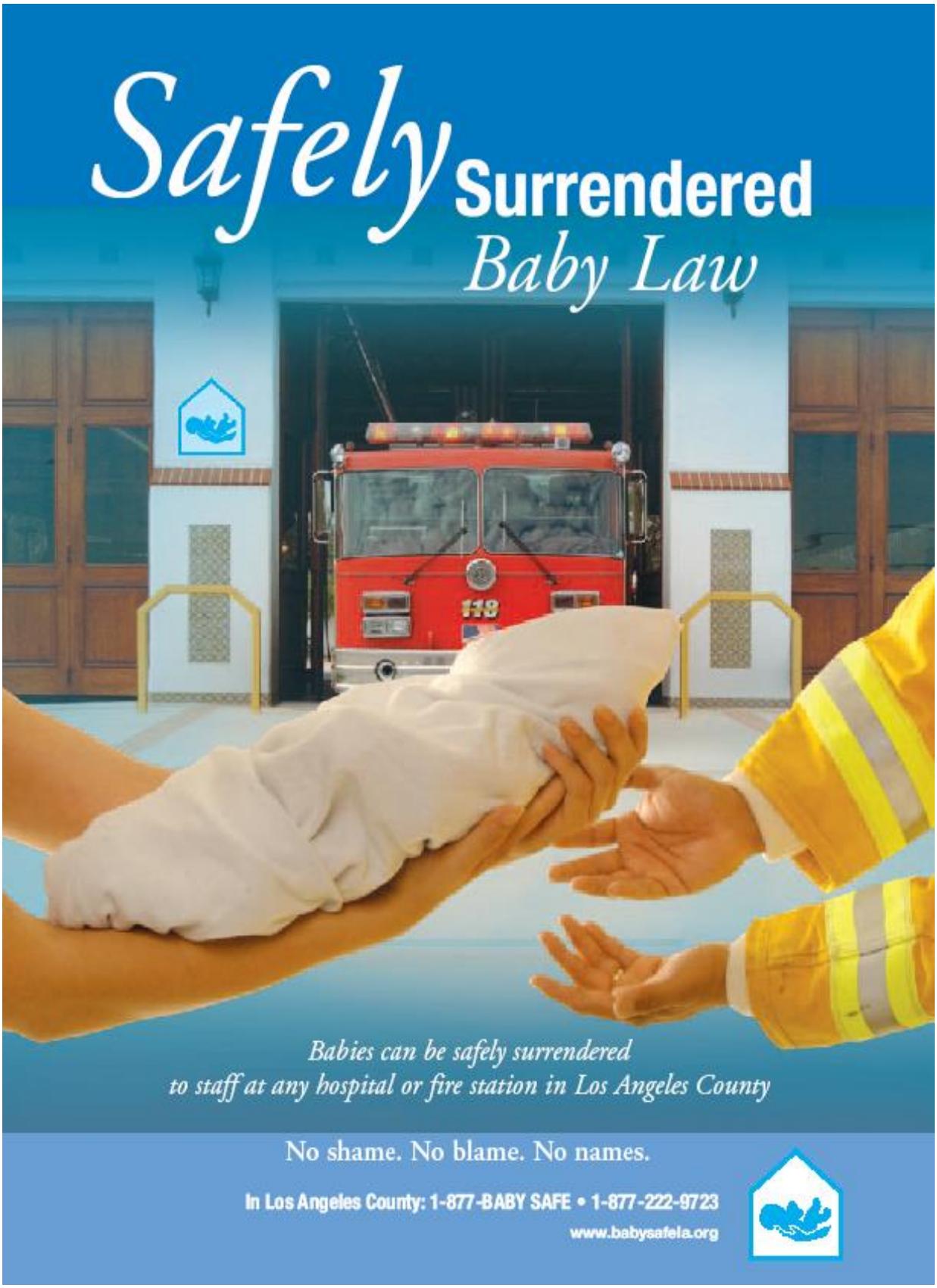

EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM

Docusign Envelope ID: FA155EFA-7428-4945-A89D-2575E408EC4A

EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES
Meeting Date: June 10, 2025

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

AGENDA TITLE: Acceptance of the Government Finance Officers Association of the United States and Canada Certificate of Achievement for Excellence in Financial Reporting for the 39th Consecutive Year

COUNCIL ACTION REQUIRED:
Staff Recommendation: Receive and File

RECOMMENDATION AND STAFF SUMMARY:
The City of Gardena has been awarded the Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement for Excellence in Financial Reporting for our Annual Comprehensive Financial Report (ACFR), for fiscal year ending June 30, 2024. This is the 39th consecutive year that the City has received this award. The GFOA Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Each year, staff from the Administrative Services Department works together as a team to close the fiscal year, prepare for the annual year-end audit and compile the ACFR. Concurrent with these responsibilities, staff must continue to maintain day-to-day workflow duties.

The City's Annual Comprehensive Financial Reports are available for public review on the City's website at www.cityofgardena.org/city-budget/.

FINANCIAL IMPACT/COST:
N/A

ATTACHMENTS:
Certificate of Achievement for Excellence in Financial Reporting.pdf
Award of Financial Reporting Achievement.pdf

APPROVED:

_____

Clint Osorio, City Manager

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Gardena
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2024

Christopher P. Morrill

Executive Director/CEO

The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Administrative Services Department

City of Gardena, California

The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 5/22/2025

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 12.B
Section: DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES
Meeting Date: June 10, 2025

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

AGENDA TITLE: Authorization to Lease to Purchase Five (5) 2025 Chevrolet Blazer Electric Vehicles from Enterprise Fleet Management with a Down Payment in the Amount of $310,789, and Monthly Fees Over a 60-Month Period in the Amount of $66,061 for a Total Requested Amount of $376,850

COUNCIL ACTION REQUIRED:
Staff Recommendation: Approve Purchase

RECOMMENDATION AND STAFF SUMMARY:
Staff respectfully recommends that the City Council approve the lease to purchase five (5) 2025 Chevrolet Blazer Electric Vehicles from Enterprise Fleet Management with a down payment in the amount of $310,789, and monthly fees over a 60-month period in the amount of $66,061 for a total requested amount of $376,850.

As the City moves forward with complying with California's environmental and air quality regulations, the City is now considering alternative fuel and electric vehicles on our fleet of non-emergency light duty vehicles. One (1) vehicle will be utilized by the Administrative Services Department. The remaining four (4) vehicles will be utilized by GTrans. These new vehicles will replace four (4) 2011 Ford Escapes that have reached the end of their useful life. The vehicles are in use by GTrans Operations Supervisors as they are out in the field monitoring services, responding to incidents or emergency calls by bus operators, and in general support of the system. The vehicles being replaced are over 14 years old and range in mileage from 92,900 to 120,900 miles. The City expects to take delivery of these vehicles in 7-10 days.

Funding for one (1) vehicle will come primarily from the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program whose purpose is to reduce fossil fuel emissions in a manner that is environmentally sustainable and maximizes benefits for local communities. Townsend Public Affairs was instrumental with helping the City obtain funding from the Department of Energy. GTrans has existing capital funds designated for the lease to purchase four (4) vehicles in its FY26 budget, previously approved by City Council.

FINANCIAL IMPACT/COST:

Funding Source	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	Grand Total
EECBG	$62,498	$0	$0	$0	$0	$0	**$62,498**
Vehicle Replacement Fund	231	2,776	2,776	2,776	2,776	2,944	**14,279**
GTrans	249,129	10,036	10,036	10,036	10,036	10,800	**300,073**
Total	**$311,858**	**$12,812**	**$12,812**	**$12,812**	**$12,812**	**$13,744**	**$376,850**

ATTACHMENTS:

2025 Chevrolet Blazer EV Quotes 8912617 8912618 8912619 8912621 8937325.pdf

APPROVED:

_____

Clint Osorio, City Manager

Open-End (Equity) Lease Rate Quote

Quote No: 8912617

Prepared For:	City of Gardena	**Date**	05/20/2025
	Beeman, Ray	**AE/AM**	BG0/JE
Unit #	297VS8		
Year	2025 **Make** Chevrolet **Model** Blazer EV		
Series	RS 4dr All-Wheel Drive		
Vehicle Order Type	In-Stock **Term** 60 **State** CA **Customer#** 473374		

$ 55,564.00		Capitalized Price of Vehicle [1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 175.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 150.00		Other: (See Page 2)
$ 55,712.00	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$6,118.56	*	Taxes
$ 2.00		Total Capitalized Amount (Delivered Price)
$ 0.02		Depreciation Reserve @ 1.0000%
$ 58.20		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 58.22		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 75.38		Physical Damage Management
$ 69.47		Full Maintenance Program [3] Contract Miles 100,000
		Incl: # Brake Sets (1 set = 1 Axle) 0
$ 144.85		**Additional Services SubTotal**
$ 6.11		Tax 10.5000% **State** CA
$ 209.18		**Total Monthly Rental Including Additional Services**
$ 0.80		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

Comp/Coll Deductible	1000 / 1000
OverMileage Charge	$ 0.0720 Per Mile
# Tires 0	Loaner Vehicle Not Included

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Driver, Unassigned
Exterior Color	(0 P) Iridescent Pearl Tricoat
Interior Color	(0 I) Black w/Perforated Suede/Evotex Seat Tr
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Gardena

BY	**TITLE**	**DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 60.00
Transport dealer to client	C	$ 150.00
Courtesy Delivery Fee	C	$ 0.00
Total Other Charges Billed		$ 60.00
Total Other Charges Capitalized		$ 150.00
Other Charges Total		$ 210.00

Open-End (Equity) Lease Rate Quote

Quote No: 8912617

VEHICLE INFORMATION:

2025 Chevrolet Blazer EV RS 4dr All-Wheel Drive - US

Series ID: 1MD26

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$52,900	$52,900.00
Total Options	$3,184.00	$3,184.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$57,579.00**	**$57,579.00**

SELECTED COLOR:

Exterior: G1W-(0 P) Iridescent Pearl Tricoat

Interior: EMG-(0 I) Black w/Perforated Suede/Evotex Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
3RS	Preferred Equipment Group 3RS	NC	NC
A2X	8-Way Power Driver Seat Adjuster	Included	Included
A7J	Front Passenger 6-Way Power Seat Adjuster	Included	Included
AL9	2-Way Power Driver Lumbar Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
AT9	Front Passenger 2-Way Power Lumbar Seat Adjuster	Included	Included
CMO	Heated Wiper Park	Included	Included
CWA	Rear Camera Washer	Included	Included
DRZ	Inside Rearview Auto-Dimming Rear Camera Mirror	Included	Included
EMG_01	(0 I) Black w/Perforated Suede/Evotex Seat Trim	NC	NC
EN0	Engine: None (Electric Drive Unit)	STD	STD
FE1	Ride & Handling Suspension	STD	STD
G1W_01	(0 P) Iridescent Pearl Tricoat	$995.00	$995.00
HB9	GVWR: 6,504 lbs (2,950 kgs)	STD	STD
KAG	Heated Driver & Fr Passenger Seats Cushion & Seatback	Included	Included
KCB	Heated Rear Outboard Passenger Cushion	Included	Included
KU9	Driver & Front Passenger Ventilated Seats	Included	Included
MF1	Transmission: None (Electric Drive Unit)	STD	STD
MKADJ	Market Adjustment	$-100.00	$-100.00
PAINT	Monotone Paint Application	STD	STD
PSC	Dual Level Charge Cord	$295.00	$295.00
QTC	Tires: 275/45R21 AS Self-Sealing BW	STD	STD
R9V	Mobile Service Plus	$599.00	$599.00
RHR	Wheels: 21" Machined-Face Aluminum	STD	STD
STDTM	Perforated Suede/Evotex Seat Trim	STD	STD
U2K	SiriusXM w/360L Trial Subscription	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
UV6	Head-Up Display	Included	Included
ZL5	RS Convenience & Driver Confidence Package	$1,395.00	$1,395.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Roof Load: roof rack load 110 lbs.
: trailering with harness
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Seat Memory: 2 driver memory seat settings (includes door mirrors,)
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
Trunk/Hatch/Door Remote Release: proximity cargo access remote release
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open/Keyless Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: keyfob remote start - yes
Steering Wheel: heated style steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio SiriusXM with 360L AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 5G Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
Headlamp Type delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers with heating wiper park
Rear Window wiper: rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Heads up Display: head-up display
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer

Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heateds
Heated Rear Seat: heated rear seat
Ventilated Seats: ventilated front seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Cover: roll-up cargo cover
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 288-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

Open-End (Equity) Lease Rate Quote

Quote No: 8912618

Prepared For:	City of Gardena	**Date**	05/20/2025
	Beeman, Ray	**AE/AM**	BG0/JE
Unit #	297VSD		
Year	2025 **Make** Chevrolet **Model** Blazer EV		
Series	RS 4dr All-Wheel Drive		
Vehicle Order Type	In-Stock **Term** 60 **State** CA **Customer#** 473374		

$ 55,564.00		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 175.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 150.00		Other: (See Page 2)
$ 55,712.00	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$6,118.56	*	Taxes
$ 2.00		Total Capitalized Amount (Delivered Price)
$ 0.02		Depreciation Reserve @ 1.0000%
$ 58.20		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 58.22		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 75.38		Physical Damage Management
$ 69.47		Full Maintenance Program[3] Contract Miles 100,000
		Incl: # Brake Sets (1 set = 1 Axle) 0
$ 144.85		**Additional Services SubTotal**
$ 6.11		Tax 10.5000% **State** CA
$ 209.18		**Total Monthly Rental Including Additional Services**
$ 0.80		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

Comp/Coll Deductible	1000 / 1000
OverMileage Charge	$ 0.0720 Per Mile
# Tires 0	Loaner Vehicle Not Included

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Driver, Unassigned
Exterior Color	(0 P) Iridescent Pearl Tricoat
Interior Color	(0 I) Black w/Perforated Suede/Evotex Seat Tr
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Gardena

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 60.00
Transport dealer to client	C	$ 150.00
Courtesy Delivery Fee	C	$ 0.00
Total Other Charges Billed		$ 60.00
Total Other Charges Capitalized		$ 150.00
Other Charges Total		$ 210.00

Open-End (Equity) Lease Rate Quote

Quote No: 8912618

VEHICLE INFORMATION:

2025 Chevrolet Blazer EV RS 4dr All-Wheel Drive - US

Series ID: 1MD26

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$52,900	$52,900.00
Total Options	$3,184.00	$3,184.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$57,579.00**	**$57,579.00**

SELECTED COLOR:

Exterior: G1W-(0 P) Iridescent Pearl Tricoat

Interior: EMG-(0 I) Black w/Perforated Suede/Evotex Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
3RS	Preferred Equipment Group 3RS	NC	NC
A2X	8-Way Power Driver Seat Adjuster	Included	Included
A7J	Front Passenger 6-Way Power Seat Adjuster	Included	Included
AL9	2-Way Power Driver Lumbar Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
AT9	Front Passenger 2-Way Power Lumbar Seat Adjuster	Included	Included
CMO	Heated Wiper Park	Included	Included
CWA	Rear Camera Washer	Included	Included
DRZ	Inside Rearview Auto-Dimming Rear Camera Mirror	Included	Included
EMG_01	(0 I) Black w/Perforated Suede/Evotex Seat Trim	NC	NC
EN0	Engine: None (Electric Drive Unit)	STD	STD
FE1	Ride & Handling Suspension	STD	STD
G1W_01	(0 P) Iridescent Pearl Tricoat	$995.00	$995.00
HB9	GVWR: 6,504 lbs (2,950 kgs)	STD	STD
KAG	Heated Driver & Fr Passenger Seats Cushion & Seatback	Included	Included
KCB	Heated Rear Outboard Passenger Cushion	Included	Included
KU9	Driver & Front Passenger Ventilated Seats	Included	Included
MF1	Transmission: None (Electric Drive Unit)	STD	STD
MKADJ	Market Adjustment	$-100.00	$-100.00
PAINT	Monotone Paint Application	STD	STD
PSC	Dual Level Charge Cord	$295.00	$295.00
QTC	Tires: 275/45R21 AS Self-Sealing BW	STD	STD
R9V	Mobile Service Plus	$599.00	$599.00
RHR	Wheels: 21" Machined-Face Aluminum	STD	STD
STDTM	Perforated Suede/Evotex Seat Trim	STD	STD
U2K	SiriusXM w/360L Trial Subscription	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
UV6	Head-Up Display	Included	Included
ZL5	RS Convenience & Driver Confidence Package	$1,395.00	$1,395.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Roof Load: roof rack load 110 lbs.
: trailering with harness
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Seat Memory: 2 driver memory seat settings (includes door mirrors,)
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
Trunk/Hatch/Door Remote Release: proximity cargo access remote release
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open/Keyless Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: keyfob remote start - yes
Steering Wheel: heated style steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio SiriusXM with 360L AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 5G Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
Headlamp Type delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers with heating wiper park
Rear Window wiper: rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Heads up Display: head-up display
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer

Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heateds
Heated Rear Seat: heated rear seat
Ventilated Seats: ventilated front seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Cover: roll-up cargo cover
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 288-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

Open-End (Equity) Lease Rate Quote

Quote No: 8912619

Prepared For:	City of Gardena	**Date**	05/21/2025
	Beeman, Ray	**AE/AM**	BG0/JE
Unit #	297VSB		
Year	2025 **Make** Chevrolet **Model** Blazer EV		
Series	RS 4dr All-Wheel Drive		
Vehicle Order Type	In-Stock **Term** 60 **State** CA **Customer#** 473374		

$ 55,564.00		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 175.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 150.00		Other: (See Page 2)
$ 55,712.00	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$6,118.56	*	Taxes
$ 2.00		Total Capitalized Amount (Delivered Price)
$ 0.02		Depreciation Reserve @ 1.0000%
$ 58.20		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 58.22		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 75.38		Physical Damage Management
$ 69.47		Full Maintenance Program[3] Contract Miles 100,000
		Incl: # Brake Sets (1 set = 1 Axle) 0
$ 144.85		**Additional Services SubTotal**
$ 6.11		Tax 10.5000% **State** CA
$ 209.18		**Total Monthly Rental Including Additional Services**
$ 0.80		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

Comp/Coll Deductible	1000 / 1000
OverMileage Charge	$ 0.0720 Per Mile
# Tires 0	Loaner Vehicle Not Included

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Driver, Unassigned
Exterior Color	(0 P) Iridescent Pearl Tricoat
Interior Color	(0 I) Black w/Perforated Suede/Evotex Seat Tr
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Gardena

BY	**TITLE**	**DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 60.00
Transport dealer to client	C	$ 150.00
Courtesy Delivery Fee	C	$ 0.00
Total Other Charges Billed		$ 60.00
Total Other Charges Capitalized		$ 150.00
Other Charges Total		$ 210.00

Open-End (Equity) Lease Rate Quote

Quote No: 8912619

VEHICLE INFORMATION:

2025 Chevrolet Blazer EV RS 4dr All-Wheel Drive - US

Series ID: 1MD26

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$52,900	$52,900.00
Total Options	$3,184.00	$3,184.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$57,579.00**	**$57,579.00**

SELECTED COLOR:

Exterior: G1W-(0 P) Iridescent Pearl Tricoat

Interior: EMG-(0 I) Black w/Perforated Suede/Evotex Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
3RS	Preferred Equipment Group 3RS	NC	NC
A2X	8-Way Power Driver Seat Adjuster	Included	Included
A7J	Front Passenger 6-Way Power Seat Adjuster	Included	Included
AL9	2-Way Power Driver Lumbar Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
AT9	Front Passenger 2-Way Power Lumbar Seat Adjuster	Included	Included
CMO	Heated Wiper Park	Included	Included
CWA	Rear Camera Washer	Included	Included
DRZ	Inside Rearview Auto-Dimming Rear Camera Mirror	Included	Included
EMG_01	(0 I) Black w/Perforated Suede/Evotex Seat Trim	NC	NC
EN0	Engine: None (Electric Drive Unit)	STD	STD
FE1	Ride & Handling Suspension	STD	STD
G1W_01	(0 P) Iridescent Pearl Tricoat	$995.00	$995.00
HB9	GVWR: 6,504 lbs (2,950 kgs)	STD	STD
KAG	Heated Driver & Fr Passenger Seats Cushion & Seatback	Included	Included
KCB	Heated Rear Outboard Passenger Cushion	Included	Included
KU9	Driver & Front Passenger Ventilated Seats	Included	Included
MF1	Transmission: None (Electric Drive Unit)	STD	STD
MKADJ	Market Adjustment	$-100.00	$-100.00
PAINT	Monotone Paint Application	STD	STD
PSC	Dual Level Charge Cord	$295.00	$295.00
QTC	Tires: 275/45R21 AS Self-Sealing BW	STD	STD
R9V	Mobile Service Plus	$599.00	$599.00
RHR	Wheels: 21" Machined-Face Aluminum	STD	STD
STDTM	Perforated Suede/Evotex Seat Trim	STD	STD
U2K	SiriusXM w/360L Trial Subscription	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
UV6	Head-Up Display	Included	Included
ZL5	RS Convenience & Driver Confidence Package	$1,395.00	$1,395.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Roof Load: roof rack load 110 lbs.
: trailering with harness
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Seat Memory: 2 driver memory seat settings (includes door mirrors,)
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
Trunk/Hatch/Door Remote Release: proximity cargo access remote release
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open/Keyless Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: keyfob remote start - yes
Steering Wheel: heated style steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio SiriusXM with 360L AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 5G Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
Headlamp Type delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers with heating wiper park
Rear Window wiper: rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Heads up Display: head-up display
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer

Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heateds
Heated Rear Seat: heated rear seat
Ventilated Seats: ventilated front seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Cover: roll-up cargo cover
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 288-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

Open-End (Equity) Lease Rate Quote

Quote No: 8912621

Prepared For:	City of Gardena	**Date**	06/03/2025
	Beeman, Ray	**AE/AM**	BG0/JE
Unit #	297VSC		
Year	2025 **Make** Chevrolet **Model** Blazer EV		
Series	RS 4dr All-Wheel Drive		
Vehicle Order Type	In-Stock **Term** 60 **State** CA **Customer#** 473374		

$ 55,264.00		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 175.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 150.00		Other: (See Page 2)
$ 55,412.00	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$6,087.06	*	Taxes
$ 2.00		Total Capitalized Amount (Delivered Price)
$ 0.02		Depreciation Reserve @ 1.0000%
$ 57.88		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 57.90		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 75.38		Physical Damage Management
$ 69.47		Full Maintenance Program[3] Contract Miles 100,000
		Incl: # Brake Sets (1 set = 1 Axle) 0
$ 144.85		**Additional Services SubTotal**
$ 6.08		Tax 10.5000% **State** CA
$ 208.83		**Total Monthly Rental Including Additional Services**
$ 0.80		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

Comp/Coll Deductible	1000 / 1000
OverMileage Charge	$ 0.0720 Per Mile
# Tires 0	Loaner Vehicle Not Included

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Driver, Unassigned
Exterior Color	(0 P) Iridescent Pearl Tricoat
Interior Color	(0 I) Black w/Perforated Suede/Evotex Seat Tr
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Gardena

BY	**TITLE**	**DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 60.00
Transport dealer to client	C	$ 150.00
Courtesy Delivery Fee	C	$ 0.00
Total Other Charges Billed		$ 60.00
Total Other Charges Capitalized		$ 150.00
Other Charges Total		$ 210.00

Open-End (Equity) Lease Rate Quote

Quote No: 8912621

VEHICLE INFORMATION:

2025 Chevrolet Blazer EV RS 4dr All-Wheel Drive - US

Series ID: 1MD26

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$52,900	$52,900.00
Total Options	$2,884.00	$2,884.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$57,279.00**	**$57,279.00**

SELECTED COLOR:

Exterior: G1W-(0 P) Iridescent Pearl Tricoat

Interior: EMG-(0 I) Black w/Perforated Suede/Evotex Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
3RS	Preferred Equipment Group 3RS	NC	NC
A2X	8-Way Power Driver Seat Adjuster	Included	Included
A7J	Front Passenger 6-Way Power Seat Adjuster	Included	Included
AL9	2-Way Power Driver Lumbar Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
AT9	Front Passenger 2-Way Power Lumbar Seat Adjuster	Included	Included
CMO	Heated Wiper Park	Included	Included
CWA	Rear Camera Washer	Included	Included
DRZ	Inside Rearview Auto-Dimming Rear Camera Mirror	Included	Included
EMG_01	(0 I) Black w/Perforated Suede/Evotex Seat Trim	NC	NC
EN0	Engine: None (Electric Drive Unit)	STD	STD
FE1	Ride & Handling Suspension	STD	STD
G1W_01	(0 P) Iridescent Pearl Tricoat	$995.00	$995.00
HB9	GVWR: 6,504 lbs (2,950 kgs)	STD	STD
KAG	Heated Driver & Fr Passenger Seats Cushion & Seatback	Included	Included
KCB	Heated Rear Outboard Passenger Cushion	Included	Included
KU9	Driver & Front Passenger Ventilated Seats	Included	Included
MF1	Transmission: None (Electric Drive Unit)	STD	STD
MKADJ	Market Adjustment	$-100.00	$-100.00
PAINT	Monotone Paint Application	STD	STD
PSC	Dual Level Charge Cord	$295.00	$295.00
QTC	Tires: 275/45R21 AS Self-Sealing BW	STD	STD
R6P	3 Years SiriusXM	$299.00	$299.00
RHR	Wheels: 21" Machined-Face Aluminum	STD	STD
STDTM	Perforated Suede/Evotex Seat Trim	STD	STD
U2K	SiriusXM w/360L Trial Subscription	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
UV6	Head-Up Display	Included	Included
ZL5	RS Convenience & Driver Confidence Package	$1,395.00	$1,395.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Roof Load: roof rack load 110 lbs.
: trailering with harness
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Seat Memory: 2 driver memory seat settings (includes door mirrors,)
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
Trunk/Hatch/Door Remote Release: proximity cargo access remote release
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open/Keyless Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: keyfob remote start - yes
Steering Wheel: heated style steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio SiriusXM with 360L AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 5G Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers with heating wiper park
Rear Window wiper: rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Heads up Display: head-up display
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer

Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heateds
Heated Rear Seat: heated rear seat
Ventilated Seats: ventilated front seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Cover: roll-up cargo cover
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 288-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

Open-End (Equity) Lease Rate Quote

Quote No: 8937325

Prepared For:	City of Gardena	**Date**	06/04/2025
	Beeman, Ray	**AE/AM**	BG0/JE
Unit #			
Year	2025 **Make** Chevrolet **Model** Blazer EV		
Series	RS 4dr All-Wheel Drive		
Vehicle Order Type	In-Stock **Term** 60 **State** CA **Customer#** 473374		

$ 56,397.15		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 175.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 0.00		Other: (See Page 2)
$ 56,395.15	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$5,927.81	*	Taxes
$ 2.00		Total Capitalized Amount (Delivered Price)
$ 0.03		Depreciation Reserve @ 1.5000%
$ 87.07		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 87.10		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 75.38		Physical Damage Management
$ 59.64		Full Maintenance Program[3] Contract Miles 75,000
		Incl: # Brake Sets (1 set = 1 Axle) 0
$ 135.02		**Additional Services SubTotal**
$ 9.17		Tax 10.5000% **State** CA
$ 231.29		**Total Monthly Rental Including Additional Services**
$ 0.20		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

Comp/Coll Deductible	1000 / 1000
OverMileage Charge	$ 0.0500 Per Mile
# Tires 0	Loaner Vehicle Not Included

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Sterling Gray Metallic
Interior Color	(0 I) Black w/Perforated Suede/Evotex Seat Tr
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Gardena

BY	**TITLE**	**DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 60.00
Courtesy Delivery Fee	C	$ 0.00
Total Other Charges Billed		$ 60.00
Total Other Charges Capitalized		$ 0.00
Other Charges Total		$ 60.00

Open-End (Equity) Lease Rate Quote

Quote No: 8937325

VEHICLE INFORMATION:

2025 Chevrolet Blazer EV RS 4dr All-Wheel Drive - US

Series ID: 1MD26

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$52,900	$52,900.00
Total Options	$95.00	$95.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$54,490.00**	**$54,490.00**

SELECTED COLOR:

Exterior: GXD-(0 P) Sterling Gray Metallic

Interior: EMG-(0 I) Black w/Perforated Suede/Evotex Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
3RS	Preferred Equipment Group 3RS	NC	NC
A2X	8-Way Power Driver Seat Adjuster	Included	Included
A7J	Front Passenger 6-Way Power Seat Adjuster	Included	Included
AL9	2-Way Power Driver Lumbar Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
AT9	Front Passenger 2-Way Power Lumbar Seat Adjuster	Included	Included
EMG_01	(0 I) Black w/Perforated Suede/Evotex Seat Trim	NC	NC
EN0	Engine: None (Electric Drive Unit)	STD	STD
FE1	Ride & Handling Suspension	STD	STD
FE9	Federal Emissions Requirements	NC	NC
GXD_02	(0 P) Sterling Gray Metallic	NC	NC
HB9	GVWR: 6,504 lbs (2,950 kgs)	STD	STD
KAG	Heated Driver & Fr Passenger Seats Cushion & Seatback	Included	Included
KU9	Driver & Front Passenger Ventilated Seats	Included	Included
MF1	Transmission: None (Electric Drive Unit)	STD	STD
PAINT	Monotone Paint Application	STD	STD
QTC	Tires: 275/45R21 AS Self-Sealing BW	STD	STD
RHR	Wheels: 21" Machined-Face Aluminum	STD	STD
STDTM	Perforated Suede/Evotex Seat Trim	STD	STD
U2K	SiriusXM w/360L Trial Subscription	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
VLI	All-Weather Cargo Mat (LPO) (DISC)	$95.00	$95.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Roof Load: roof rack load 110 lbs.
: trailering with harness
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Seat Memory: 2 driver memory seat settings (includes door mirrors,)
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
Trunk/Hatch/Door Remote Release: proximity cargo access remote release
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open/Keyless Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: keyfob remote start - yes
Steering Wheel: heated style steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio SiriusXM with 360L AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 5G Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Rear Window wiper: rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Clock: digital clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm

Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heateds
Ventilated Seats: ventilated front seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: vinyl/rubber cargo mat
Cargo Cover: roll-up cargo cover
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 288-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 12.C
Section: DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES
Meeting Date: June 10, 2025

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

AGENDA TITLE: Public Hearing: Annual Recruitment and Vacancy Report per Assembly Bill (AB) 2561, Government Code Section 3502.3

COUNCIL ACTION REQUIRED:

Staff Recommendation:

Staff recommends that the City Council:

- Open the public hearing;
- Receive testimony from the public, allow three (3) minutes for each speaker;
- Close the public hearing

Staff Recommendation:

- Receive and file

RECOMMENDATION AND STAFF SUMMARY:

California State Assembly Bill (AB) 2561 was approved on September 22, 2024, and added Section §3502.3 to the Government Code, becoming effective January 1, 2025. AB 2561 requires public agencies to hold a public hearing before the governing body at least once per fiscal year, to present the following:

1. Status of vacancies, recruitment and retention efforts;
2. Discuss hiring challenges and potential hiring obstacles;
3. Allow employee organizations the opportunity to make a presentation at the hearing.

This report provides an overview of vacancy rates and hiring efforts. The data presented in this report reflects the workforce status as of December 31, 2024.

Vacancy Analysis and Recruitment Activities: The data summarizes the City's current vacancy rates, recruitment activities, and retention efforts:

1. Total Full Time and Part Time Represented Positions: 430.21 Full Time Equivalent (FTE) Budgeted Positions
2. Overall Vacancy Rate: 12.36% (53.16 Vacant FTE)
3. No bargaining unit exceeds a 20% vacancy rate
4. Bargaining Unit Vacancy Rates:

Bargaining Unit Group	Vacant FTE	Total FTE	Vacancy %
GMEA	48.66	322.81	15.07%
GMEO	3.50	25.40	13.78%
GPOA	1.00	82.00	1.22%
Grand Total	**53.16**	**430.21**	12.36%

Recruitment Efforts:

As an ongoing effort and commitment to workforce planning and operational efficiency, the Human Resources Office experienced an increase in recruiting efforts throughout all City departments. The HR Office administered a total of 72 recruitments in 2024; this effort allowed the City to pull from a vast pool of applicants. The City currently utilizes a web-based recruitment platform. NeoGov was implemented in 2018, and allows us to reach a national pool of applicants. We received an astounding 5,342 applications in 2024. This resulted in 91 new hires and 60 internal promotions.

Departments throughout the City banded together in their recruitment efforts in 2024, participating in numerous Job Fairs throughout the SouthBay. The Police Department formed Recruitment Teams in an effort to reach an even greater number of candidates and mentored candidates through the application and background process. Advertising reached new heights, with the utilization of Social Media marketing, such as Facebook, Instagram and Twitter. Employment Opportunities were posted on various web-based recruitment platforms including, GovernmentJobs.com, Monster.com, Transit Talent, Indeed, Zip Recruiter, LinkedIn, HandShake, and Public CEO. Advertising posts were made in newspapers; including the Gardena Valley News, Daily Breeze, Los Angeles Times and La Opinion. Job Fair advertising was conducted through radio ads and bus billboards. Further efforts were made through a Referral Bonus Program, as well as a Hiring Bonus Program for some tough-to-fill positions.

Retention Efforts:

Overall City retention for 2024 was 91%. With the average years of service being 12 years. The City is invested in nurturing employee development and growth, by providing a great number of benefits, including: trainings and conferences, a leadership academy, tuition reimbursement, professional development reimbursement, employee recognition programs, employee events, wellness stipend, incentive pay, and an employee assistance program. This is further cemented by the 60 internal promotions that took place in 2024.

Staff Recommendation is to receive and file.

FINANCIAL IMPACT/COST:

No Financial Impact

ATTACHMENTS:

APPROVED:

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Clint Osorio, City Manager

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 13.A
Section: DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT
Meeting Date: June 10, 2025

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

AGENDA TITLE: PUBLIC HEARING: RESOLUTION NO. 6706, Approving Conditional Use Permit #1-25 to operate an indoor batting cage within an existing 5,677 square-foot warehouse located in the Industrial (M-1) zone located at 13008 Halldale Avenue, approv e counting street parking toward the facility's required parking per GMC Section 18.40.080.B.3., find the Project exempt under CEQA Guidelines Section 15301 (Class 1 - Existing Facility).

COUNCIL ACTION REQUIRED:

Staff Recommendation: Staff respectfully recommends that the City Council: Open the public hearing; Hear Applicant's presentation; Receive testimony from the public, allowing three (3) minutes for each speaker; Allow Applicant to respond; and Close the public hearing. Staff Recommendation for Motion: Adopt Resolution No. 6706, approving Conditional Use Permit #1-25, Find the Project exempt under CEQA Guidelines Section 15301 (Class 1 - Existing Facility); Direct staff to file a Notice of Exemption.

RECOMMENDATION AND STAFF SUMMARY:

On May 6, 2025, the Planning Commission held a public hearing to review a request to operate an indoor batting cage with 5,677 - square- foot warehouse located in the Industrial (M-1) zone at 13008 Halldale Avenue. On May 13, 2025, Councilmember Francis called the decision of the Planning Commission for review, which was second by Councilmember Love. Resolution No. 6706 has been prepared for consideration by the City Council for the adoption and approval of the Applicant's requests.

FINANCIAL IMPACT/COST:

ATTACHMENTS:

City Council Staff Report
A- Planning Commission Resolution No. PC 6-25, approving the Project
B- Planning Commission Staff Report dated May 6, 2025
Parking Study
C - City Council Resolution
Exhibit A - Project Plans.
Exhibit B - Conditions of Approval

APPROVED:

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Clint Osorio, City Manager

City of Gardena
City Council Meeting

Agenda Item No.: 13 A.
Department: Community Development
Meeting Date: June 10, 2025

AGENDA STAFF REPORT

AGENDA TITLE:

PUBLIC HEARING: RESOLUTION NO. 6706, Approval of Conditional Use Permit #1-25 to operate an indoor batting cage within an existing 5,677 sf warehouse located at 13008 Halldale Avenue (6102-004-016) in the Industrial (M-1) zone. The request also seeks approval to count street parking toward the facility's required parking per Section 18.40.080.B.3. of the Gardena Municipal Code.

Environmental Consideration: The proposed project is being considered for a categorical exemption from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Sections 15301 as an Existing Facility.

RECOMMENDATION:

Staff respectfully recommends that the City Council:

1) Open the public hearing;
2) Hear Applicant's presentation;
3) Receive testimony from the public, allowing three (3) minutes for each speaker;
4) Allow Applicant to respond; and
5) Close the public hearing.

Staff Recommendation for Motion:

1) Adopt Resolution No.6706, approving Conditional Use Permit #1-25 and directing staff to file a Notice of Exemption.

BACKGROUND:

On May 6, 2025, the Planning Commission held a public hearing on a CUP application to operate an indoor batting cage within an existing 5,677 sf warehouse located in the Industrial (M-1) zone located at 13008 Halldale Avenue. Minor tenant improvements are proposed in an existing 5,677 sf warehouse to accommodate an indoor batting cage and athletic training facility. Interior improvements include installation of batting cages of various sizes to accommodate different skill levels and training needs, with dedicated areas for one-on-one coaching and personalized athletic training. The facility will also include upgrades to existing restrooms to ensure compliance with current ADA (Americans with Disability Act) requirements. Applicant plans to re-stripe the parking lot to comply with current zoning and dimensional standards. Currently, the site includes 14 parking spaces serving a two-tenant building. Restriping would result in the loss of one parking space, bringing the total number of conforming spaces to 13. Section 18.40.080.B.3 of the

Gardena Municipal Code allows on-street parking to be counted toward the required parking for the facility. The parking study submitted by Applicant includes an analysis of available on-street parking in the vicinity, which shows that Applicant can meet the overall parking demand through a combination of on-site and adjacent street parking pursuant to GMC Section 18.40.080.B.3.

The parking study demonstrates that the proposed use presents unique operational characteristics not addressed by standard parking requirements, including appointment-based scheduling and low parking demand. It also identifies 114 of off-site parking spaces within 1500 feet of the project.

The project is consistent with the City's General Plan. As proposed, the use and parking arrangement will not negatively impact public health, safety, or surrounding properties.

The Planning Commission considered the project's qualification for an exemption from the provisions of California Environmental Quality Act (CEQA) and determined the project was exempt. After conducting a public hearing, and after considering all materials and evidence presented by staff, the Applicant, and the public, the Commission approved Resolution No. PC 6-25, unanimously approving the CUP.

On May 13, 2025, the decision of the Planning Commission was called for review on motion by Councilmember Francis, and seconded by Councilmember Love.

Resolution No.6706 has been prepared for consideration by the City Council for the approval of the Applicant's request.

The Planning Commission's resolution and the findings for project approval are provided in Attachment A. A detailed discussion of the project area, surrounding uses, and property history can be found in the staff report presented to the Planning Commission on May 6, 2025, attached as Attachment B.

CONCLUSION:

Staff respectfully recommends that the City Council conduct a public hearing, then consider the adoption of Resolution No. 6706 to approve the project.

FISCAL IMPACT:

None.

Submitted by: Dayana Nava **Date 05/29/2025**

ATTACHMENTS TO STAFF REPORT

A- Planning Commission Resolution No. PC 6-25, approving the Project

B- Planning Commission Staff Report dated May 6, 2025

- **Parking Study**

C - City Council Resolution

- **Exhibit A - Project Plans**
- **Exhibit B - Conditions of Approval**

RESOLUTION NO. PC 6-25

A RESOLUTION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, APPROVING ENVIROMENTAL ASSESMENT #1-25 AND CONDITIONAL USE PERMIT #1-25 TO ALLOW AN INDOOR BATTING CAGE WITHIN AN EXISITING WAREHOUSE LOCATED AT 13008 HALLDALE AVENUE IN THE INDUSTRIAL (M-1) ZONE.

13008 Halldale Avenue, Gardena
(APN: 6102-004-016)

THE PLANNING COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. RECITALS.

A. In January 2025, the Applicant, Maximize Athletic Performance, represented by Peter Girgis, submitted an application for a new conditional use permit to operate an indoor batting cage facility (the "Project") within the existing warehouse space addressed at 13008 Halldale Ave, (the "Subject Property").

B. The General Plan Land Use Plan designation of the Subject Property is Industrial, and the zoning is Industrial Zone (M-1).

C. The Subject Property is bounded by West 130th Street to the north, Halldale Avenue to the west, and industrial properties to the north, east and south and west.

D. On April 24, 2025, a public hearing was duly noticed for a Planning and Environmental Quality Commission ("Commission") meeting for Mary 06, 2025.

E. On May 06, 2025, the Commission held a public hearing at which time it considered all the material and evidence presented by staff, the applicant, and the public, whether written or oral, and has considered the procedures and the standards required by the Gardena Municipal Code ("GMC").

SECTION 2. CONDITIONAL USE PERMIT #1-25 FINDINGS

Conditional Use Permit #1-25 to allow the operation of an indoor batting cage facility within an existing warehouse in the M-1 zone as shown on the plans presented to the Commission on May 06, 2025, attached hereto as Exhibit "B", is hereby approved based on the following findings and is subject to the conditions attached hereto as Exhibit "B".

A. The use applied for at the location set forth in the application is properly one for which a conditional use permit is authorized by this chapter.

Pursuant to GMC section 18.46.030.C.9, a conditional use permit is required for "uses which are not specifically listed which in no way are determinantal to surrounding properties or uses permitted in the zone and which are not permitted

as a similar use". The proposed indoor batting cage facility is not a use which is specifically listed nor is it similar to any other use in the M-1 zone. The proposed use will not be more detrimental to surrounding properties or uses than those permitted in the M-1 zone. The Project will include multiple batting cages and training areas within a 5,677-square-foot existing warehouse space in the M-1 zone. Therefore, the application for a conditional use permit is deemed proper.

B. Such use is necessary or desirable for the development of the community and is compatible with the surrounding uses, is in harmony with the general plan, is not detrimental to the surrounding properties, existing uses, or to uses specifically permitted in the zone in which the proposed use is to be located, and will not be detrimental to the public health, safety, or welfare.

The Project is compatible with the surrounding uses in the area, as it is located within a warehouse tenant space that will allow for the spaces needed for the use. The nature of the use, which will be entirely indoors and largely by appointment, helps ensure limited disruption to surrounding areas. The proposed use will not negatively impact on the surrounding properties, existing businesses, or the general public's health and safety.

The Project is consistent with the following General Plan Goals:

- Economic Development Plan ED Goal 1: Promote a growing and diverse business community that provides jobs, goods, and services for the local and regional market and maintains a sound tax base for the City, encourages diversification of businesses to support the local economy, and provides a stable revenue stream.

- Economic Development Goal 2: Expand, retain and revitalize quality businesses.

- Economic Development Goal 3: Attract desirable business to locate in the City.

The Subject Project contributes to a diversified business landscape by introducing a unique serviced-based recreation and athletic training uses not currently well - represented in the area. It caters to both local and regional clientele, generating economic activity while providing a valuable service to the youths and families. By occupying and enhancing an underutilized warehouse space, the project supports the City's efforts

C. The site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping, and other

features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood.

The subject property, located within an existing industrial zone, is adequate in size, shape, and configuration to support the proposed indoor batting cage and athletic training facility. The 5,677-square-foot warehouse offers sufficient interior area to accommodate the tenant improvements, including multiple batting cages, training areas, restrooms upgraded to ADA standards, and circulation space for clients and staff. All required site features, including building setbacks, landscaping buffers, and screening, either currently exist or can be accommodated through minor site upgrades as part of the project. Furthermore, the project includes a proposal to re-stripe the on-site parking lot to bring parking spaces into conformance with current City standards, ensuring that vehicle circulation and parking needs are appropriately addressed.

Therefore, the site is already adequate in size and shape.

D. The site for the proposed use relates to streets and highways properly designed and improved so as to carry the type of quantity of traffic generated or to be generated by the proposed use;

In accordance with Section 18.40.040 of the City's Zoning Code, there is no specific parking requirement identified for an indoor batting cage facility. The applicant commissioned a parking study prepared by Walker Consultants to assess the anticipated parking demand based on the comparable land uses. The proposed facility is required to provide 10 spaces; currently the site provides 14 spaces. With the proposal of the restriping the total number of spaces will be reduced to 13 spaces. The remaining tenant in the building will require 7 parking spaces, per City Code, resulting in total on-site parking shortfall of 4 spaces.

The Circulation Plan, which is part of the Community Development Element of the Gardena General Plan, designates West 130th Street and Halldale Avenue as a local street. Local streets are designed to provide vehicles, pedestrian, and bicycle access to individual parcels throughout the City. They are intended to carry low volumes of traffic and allow unrestricted parking. The applicant's request to operate an indoor batting cage is not anticipated to generate traffic beyond the current levels, and it is unlikely to impact the area's circulation. Staff do not foresee any adverse traffic impacts to the subject property.

E. The conditions stated in the decision are deemed necessary to protect the public health, safety, and general welfare.

The conditions of approval have been drafted and are attached here as Exhibit "B". These conditions will help protect the public health, safety, and general welfare of the surrounding uses, residents, and businesses in the area.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

The Project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to the following exemption:

A. Class 1- Guidelines Section 15301 - Existing Facilities - the building in which the Project is proposed already exists. The Project will not include any alterations to the existing building footprint nor the exterior façade as previously approved. The building in which the indoor batting cage facility would be located is an existing warehouse space, originally constructed in 1978 for warehouse use. As a result, the Project is not considered an expansion of use.

B. The Project is not subject to any of the exceptions to the exemptions under Section 15300.2 of the California Environmental Quality Act. The cumulative impact of establishing the indoor batting cage facility is not considered significant. The project is not located along any state-designated scenic highway nor within any designated hazardous waste site. The building where the batting cage facility will be located is not considered a significant historical structure by any governmental body. Staff does not expect any significant impacts or unusual circumstances related to the approval of this Project.

C. Staff is hereby directed to file a Notice of Exemption.

SECTION 4. APPEAL.

The approvals granted by this Resolution may be appealed within 10 calendar days from the adoption of this resolution. All appeals must be in writing and filed with the City Clerk within this time period with the appropriate fee. Failure to file a timely written appeal will constitute a waiver of any right of appeal. The City Council may also call this matter for review within the same time period.

SECTION 5. RECORD.

Each and every one of the findings and determinations in this Resolution is based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. All summaries of information in the findings which precede this section are based on the entire record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6. CUSTODIAN OF RECORD.

The Custodian of Record for the proceedings relating to the Project is Greg Tsujiuchi, Community Development Director, City of Gardena, 1700 West 162nd Street, Gardena, California 90247. Mr. Tsujiuchi's email is gtsujiuchi@cityofgardena.org and his phone number is (310) 217-9530.

SECTION 7. EFFECTIVE DATE.

This Resolution shall take effect immediately

SECTION 8. CERTIFICATION.

The Secretary shall certify the passage of this resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of May 2025.

DERYL HENDERSON, CHAIR
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION

ATTEST:

GREG TSUJIUCHI, SECRETARY
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF GARDENA

I, Greg Tsujiuchi, Planning and Environmental Quality Commission Secretary of the City of Gardena, do hereby certify that the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting thereof, held the 6th day of May 2025, by the following vote of the Planning and Environmental Quality Commission.

AYES: Langley, Wright-Scherr, Sherman, Kanhan, and Henderson
NOES: None
ABSENT: None

Attachments:

- Exhibit A: Project Plans
- Exhibit B :Conditions of Approval

INTERIOR ALTERATION FOR BATTING CAGES & GYM SPACE

LOCATED AT
13008 HALLDALE AVENUE
GARDENA, CA 90249

SYMBOLS

- 0 / A0.00 — DETAIL NUMBER / SHEET NUMBER (BLANK IF SAME SHEET)
- 0 / A0.00 — ELEVATION/SECTION NUMBER / SHEET NUMBER (BLANK IF SAME SHEET)
- ROOM NAME / RMNO — ROOM NAME AND NUMBER
- 101A — DOOR NUMBER
- A — WINDOW NUMBER
- 01 — KEYNOTE
- 1 — REVISION REFERENCE
- 6'-0" — DIMENSION LINE - NUMBER TO LEFT OR TOP OF LINE
- CENTERLINE DIMENSION, ELEVATION FLOOR HEIGHT, FINISH INDICATOR LINE
- BREAK IN LINE, DETAIL OR DIMENSION
- FLOORS, CEILING LINE (ELEVATIONS, SECTIONS)
- ALIGN FINISHED SURFACE
- F.E.C. — FIRE EXTINGUISHER CABINET
- XX — GRID LINE REFERENCE: NUMBERS SHALL RUN HORIZONTALLY AND LETTERS RUN VERTICALLY IN GRID PATTERN
- ROOM NAME / ROOM NAME / ROOM AREA / K / XXX / XX — OCCUPANCY LOAD; OCCUPANCY FACTOR; OCCUPANCY GROUP
- A / 1 4 — WALL TYPE; TYPE DESIGNATION, SEE A8.01; STUD SIZE (4=2X4, 6=2X6)
- REQUIRED RATING (=RATING NOT REQUIRED; 1= 1/2 HR; 3= 1 HR; 2= 2 HR)
- N — NORTH ARROW
- PROPERTY LINE
- A / B / C / D / 0 / A0.00 — INT. ELEV. REFERENCE
- SD — SMOKE DETECTOR
- EMERGENCY EXIT SIGN

ARCHITECTURAL ABBREVIATIONS

A/C	AIR CONDITIONING	JAN.	JANITOR
A.C. TILE	ACOUSTICAL CEILING	JT.	JOINT
ACOUS.	ACOUSTICAL		
ADJ.	ADJACENT	KIT.	KITCHEN
ADJUST.	ADJUSTABLE		
A.F.F.	ABOVE FINISH FLOOR	LAM.	LAMINATE
ALUM.	ALUMINUM	LAV.	LAVATORY
AMP.	AMPERE	LBS.	POUNDS
APPROX.	APPROXIMATE	L.H.	LEFT HAND
ARCH.	ARCHITECTURAL	LT.	LIGHT
BD.	BOARD	MAINT.	MAINTENANCE
BLDG.	BUILDING	MAS.	MASONRY
BLK.	BLOCK	MATL.	MATERIAL
BLKG	BLOCKING	MAX.	MAXIMUM
BOT.	BOTTOM	MECH.	MECHANICAL
		MFR.	MANUFACTURER
CAB.	CABINET	MIN.	MINIMUM
C.B.	CORNER BEAD	MISC.	MISCELLANEOUS
CEM.	CEMENT	M.WK.	MILLWORK
CLG.	CEILING	M.O.	MASONRY OPENING
CLOS.	CLOSET	MTD.	MOUNTED
CLR.	CLEAR	MTL.	METAL
CLR. OPEN.	CLEAR OPENING	MUL.	MULLION
C.M.U.	CONCRETE MASONRY UNIT		
COL.	COLUMN	N.	NORTH
CONC.	CONCRETE	N.I.C.	NOT IN CONTRACT
CONN.	CONNECTION	NO.	NUMBER
CONT.	CONTINUOUS	NOM.	NOMINAL
CONTR.	CONTRACTOR	N.T.S.	NOT TO SCALE
CORR.	CORRIDOR		
CPT.	CARPET	O.C.	ON CENTER
C.T.	CERAMIC TILE	O.D.	OUTSIDE DIAMETER
CTR.	CENTER	OFF.	OFFICE
CW	COLD WATER	OPNG.	OPENING
		OPP.	OPPOSITE
D.	DEEP		
DBL.	DOUBLE	PL.	PLATE
DED.	DEDICATED	P.LAM.	PLASTIC LAMINATE
DEPT.	DEPARTMENT	PLAS.	PLASTER
D.F.	DRINKING FOUNTAIN	PLUMB.	PLUMBING
DIA.	DIAMETER	PLYWD.	PLYWOOD
DIAG.	DIAGONAL	PNL.	PANEL
DIM.	DIMENSION	PR.	PAIR
DN.	DOWN	PROJ.	PROJECTION
DR.	DOOR	PT.	POINT
D.S.P.	DRY STAND PIPE	PTN.	PARTITION
DTL.	DETAIL		
DWG.	DRAWING	R.	RISER
DWR.	DRAWER	RAD.	RADIUS
		REF.	REFERENCE
E.	EAST	REFR.	REFRIGERATOR
EA.	EACH	REINF.	REINFORCED
E.F.	EXHAUST FAN	REQ'D.	REQUIRED
ELEV.	ELEVATION	RESIL.	RESILIENT
ELEC.	ELECTRIC	R.H.	RIGHT HAND
EL.	ELEVATOR	RM.	ROOM
EQ.	EQUAL	R.O.	ROUGH OPENING
EXIST.	EXISTING	R.Y.S.B.	REAR YARD SETBACK
EXP.	EXPANSION		
EXP'D.	EXPOSED	S.	SOUTH
EXT.	EXTERIOR	S.C.	SOLID CORE
		SCHED.	SCHEDULE
F.D.	FLOOR DRAIN	SECT.	SECTION
F.E.C.	FIRE EXTINGUISHER CABINET	SEP.	SEPARATE
F.H.C.	FIRE HOSE CABINET	SHT.	SHEET
FIN.	FINISH	SIM.	SIMILAR
FIXT.	FIXTURE	S.L.	SKYLIGHT
FLR.	FLOOR	SPEC.	SPECIFICATION
FLUOR.	FLUORESCENT	S. Q.	SQUARE
F.O.C.	FACE OF COLUMN	S.S.	STAINLESS STEEL
F.O.F.	FACE OF FINISH	STD.	STANDARD
F.O.M.	FACE OF MASONRY	STG'D.	STAGGERED
F.O.S.	FACE OF STUD	STL.	STEEL
F.S.	FLOOR SINK	STOR.	STORAGE
FT.	FOOT OR FEET	STRUCT.	STRUCTURAL
FULL	FULL SIZE	SUSP.	SUSPENDED
FURN.	FURNITURE	SYM.	SYMMETRICAL
FURR.	FURRING	S.Y.S.B.	SIDE YARD SETBACK
F.Y.S.B.	FRONT YARD SETBACK		
		T.	TREAD
GAL.	GALLON	TEL.	TELEPHONE
GA.	GAUGE	TEMP.	TEMPERED
GALV.	GALVANIZED	T&G	TONGUE AND GROOVE
G.C.	GENERAL CONTRACTOR	T.O.W.	TOP OF WALL
G.F.I.	GROUND FAULT INTERRUPT	TYP.	TYPICAL
GL.	GLAZING	U.L.	UNDERWRITERS LABORATORY
GRND.	GROUND	UNF.	UNFINISHED
GR.	GRADE	U.N.O.	UNLESS NOTED OTHERWISE
GYP.	GYPSUM	U.O.N.	UNLESS OTHERWISE NOTED
GYP. BD.	GYPSUM WALLBOARD		
H.	HIGH	V.	VOLTS
H.C.	HOLLOW CORE	V.C.T.	VINYL COMPOSITION TILE
HDWD.	HARDWOOD	VERT.	VERTICAL
HDWE.	HARDWARE	VEST.	VESTIBULE
H.M.	HOLLOW METAL	V.I.F.	VERIFY IN FIELD
HORIZ.	HORIZONTAL		
HR.	HOUR	W.	WEST
HT.	HEIGHT	W/	WITH
H.V.A.C.	HEATING, VENTILATION & AIR CONDITIONING	W.C.	WATER CLOSET
		WD.	WOOD
HW	HOT WATER	W.H.	WATER HEATER
		W/O	WITHOUT
I.D.	INSIDE DIAMETER	WP.	WATERPROOF
IN.	INCH	W.R.	WATER RESISTANT
INSUL.	INSULATION	WT.	WEIGHT
INT.	INTERIOR		

PROJECT DIRECTORY

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PARKING ENGINEER
WALKER CONSULTANTS
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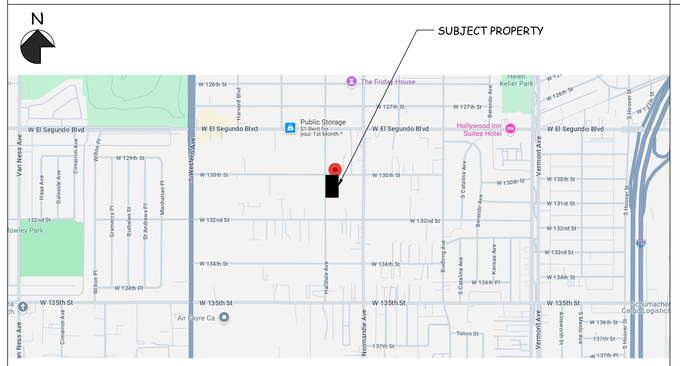
LOS ANGELES, CA 90017
CONTACT: DANIEL J. GARCIA
TEL: (818) 207-8424
EMAIL: DGARCIA@WALKERCONSULTANTS.COM

VICINITY MAP



SHEET INDEX

ARCHITECTURAL

A0 PROJECT INFORMATION
A1 EXISTING-DEMO SITE PLAN
A2 EXISTING FLOOR PLAN
A3 EXISTING BUILDING ELEVATIONS
A4 PROPOSED SITE PLAN, SECURITY PLAN & EXISTING SITE LIGHTING PLAN
A5 PROPOSED FLOOR PLAN

PROJECT INFORMATION

ZONING INFORMATION
M-1 INDUSTRIAL ZONE

ASSESSOR PARCEL NUMBERS
6102-004-016 (LOS ANGELES COUNTY)

LEGAL DESCRIPTION
PARCEL 1 & 2 OF PARCEL MAP #531-77, IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 112 PAGE 26, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION OF WORK:
1. (3) NEW BATTING CAGE
2. NEW GYM AREA

APPLICABLE CODES:
2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA GREEN BUILDING STANDARD CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA PLUMBING
2022 CALIFORNIA FIRE CODE
2025 CITY OF GARDENA ZONING CODE

BUILDING AREA BREAKDOWN:

BUILDING ENTRANCE

HALL 1	69 S.F.

TENANT A (ADJACENT TENANT N.I.C.)

MANUFACTURING	4,800 S.F.
OFFICE 1 & 2	653 S.F.
RESTROOM 1	56 S.F.
RESTROOM 2	56 S.F.
HALL 2	129 S.F.
HALL 3	54 S.F.
TOTAL	5,748 S.F.

TENANT B (SUBJECT TENANT)

BATTING CAGE	4,310 S.F.
GYM	874 S.F.
OFFICE	140 S.F.
RESTROOM 1	78 S.F.
RESTROOM 2	91 S.F.
MOP SINK	14 S.F.
HALL 2	152 S.F.
TOTAL	5,659 S.F.

SITE & BUILDING STATISTICS:

	CODE REQUIREMENT	EXISTING	PROPOSED
PROJECT LOT AREA		39,408 S.F. (0.9 ACRES)	EXISTING TO REMAIN (NO CHANGE)
SUBJECT BUILDING A:			
CONSTRUCTION TYPE		III-B	EXISTING TO REMAIN (NO CHANGE)
FLOOR AREA		11,476 S.F. (ENTIRE BUILDING) 5,184 S.F. (SUBJECT SPACE)	EXISTING TO REMAIN (NO CHANGE) EXISTING TO REMAIN (NO CHANGE)
SETBACKS			
FRONT		±60'-5/8"	EXISTING TO REMAIN (NO CHANGE)
SIDE - NORTH		±0'-3"	EXISTING TO REMAIN (NO CHANGE)
SIDE - SOUTH		±0'-1 1/2"	EXISTING TO REMAIN (NO CHANGE)
REAR		±0'-2 3/8"	EXISTING TO REMAIN (NO CHANGE)
HEIGHT		±21'-5"	EXISTING TO REMAIN (NO CHANGE)
NUMBER OF STORY		1 STORY	EXISTING TO REMAIN (NO CHANGE)
USE - OCCUPANCY		B (BUSINESS)	EXISTING TO REMAIN (NO CHANGE)
PARKING ANALYSIS			
		TENANT A: MANUFACTURING MANUFACTURING 4,800 S.F. @ 750 S.F./SPACE = 7 OFFICE 653 S.F. @ 300 S.F./SPACE = 3 1 SPACE PER VEHICLE FOR THE BUSINESS = 1 TOTAL = 11	TENANT B: SUBJECT SPACE BATTING CAGE 3 LANES @ 1 SPACE/LANE = 3 GYM 874 S.F. @ 150 S.F./SPACE = 6 OFFICE 140 S.F. @ 300 S.F./SPACE = 1 TOTAL = 10
		TENANT B: MANUFACTURING MANUFACTURING 5,184 S.F. @ 750 S.F./SPACE = 7 OFFICE 140 S.F. @ 300 S.F./SPACE = 1 1 SPACE PER VEHICLE FOR THE BUSINESS = 1 TOTAL = 9	
		TOTAL REQUIRED 20 PARKING SPACES TOTAL PROVIDED 14 PARKING SPACES (1 ACCESSIBLE, 2 REGULAR & 11 NON-COMPLIANT)	TOTAL REQUIRED 21 PARKING SPACES TOTAL PROVIDED 13 PARKING SPACES (1 ACCESSIBLE, 9 REGULAR, 3 COMPACT)

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REVISIONS

	ISSUE	BY	DATE
1	CUP CORRECTIONS	CW	04/01/25

CONSULTANTS:

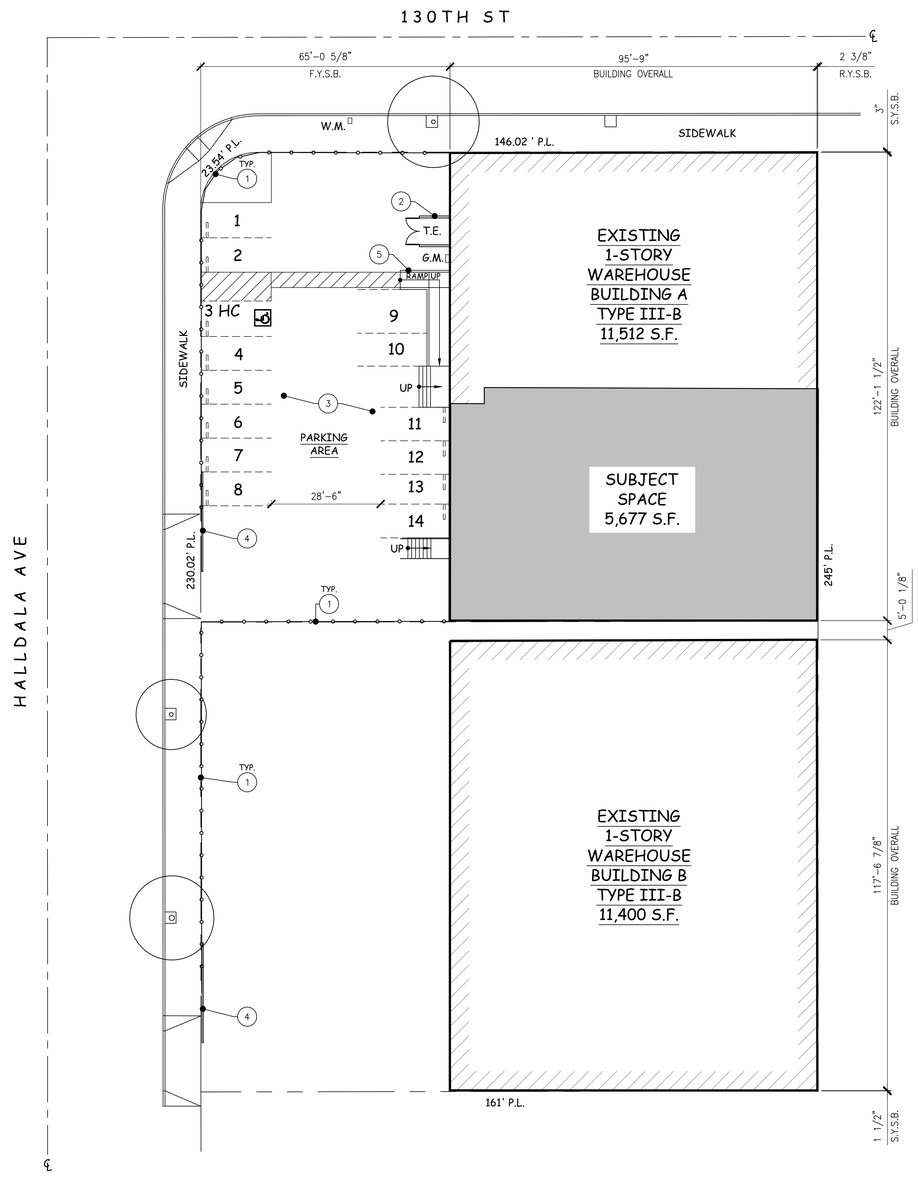
Architect/Engineer Of Record:
LICENSED ARCHITECT
Pui Lin Wong
No. C-38799
EXP. 9/30/2025
STATE OF CALIFORNIA

CONDITIONAL USE PERMIT RESUBMITTAL SET

PROJECT
MAXIMIZE ATHLETIC PERFORMANCE

Sheet Title
PROJECT INFORMATION

Scale: N/A
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025
Job # 241025-01
A0



EXISTING/DEMO SITE PLAN (1)

SCALE: 1/16" = 1'-0" FILE:

SITE PLAN KEYNOTES:

1. EXISTING CHAINLINK FENCE TO REMAIN, REMOVE EXISTING BARB WIRE AT TOP OF CHAINLINK FENCE △1
2. EXISTING TRASH ENCLOSURE TO REMAIN
3. EXISTING PARKING LOT TO BE RESTRIPPED PER PROPOSED SITE PLAN
4. EXISTING GATE TO REMAIN
5. EXISTING ACCESSIBLE RAMP TO REMAIN

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CONSULTANTS:

Architect/Engineer Of Record:

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Pui Lin Wong
No. C-34759
EXP. 9/30/2025
STATE OF CALIFORNIA

CONDITIONAL USE PERMIT RESUBMITTAL SET

PROJECT

MAXIMIZE ATHLETIC PERFORMANCE

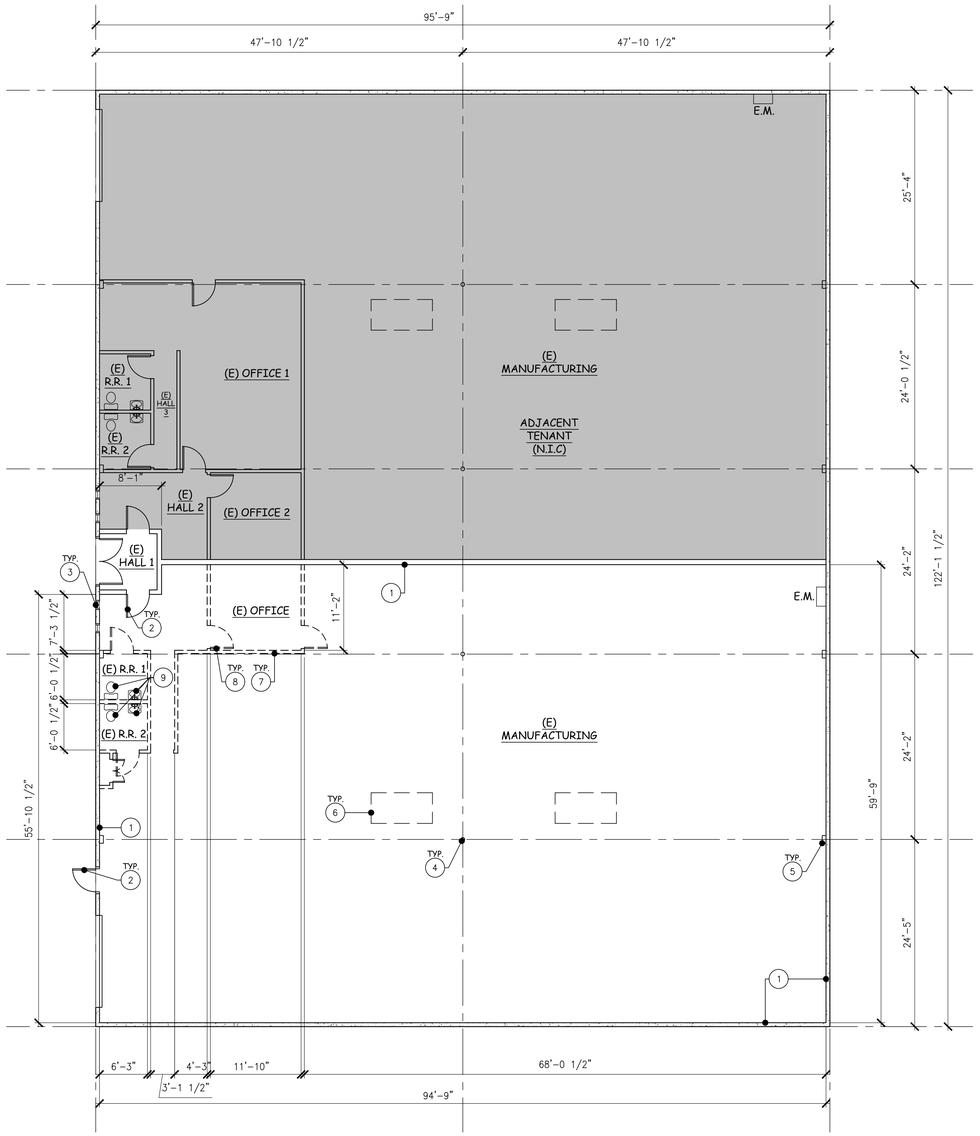
Sheet Title

EXISTING/DEMO SITE PLAN

Scale: 1/16" = 1'-0"
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025

Job # 241025-01

A1



EXISTING FLOOR PLAN (1)

SCALE: 1/8" = 1'-0" FILE:

N

PLAN LEGEND:

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING CONCRETE WALL

PLAN KEYNOTES:

1. EXISTING WALL TO REMAIN
2. EXISTING DOOR TO REMAIN
3. EXISTING WINDOW TO REMAIN
4. EXISTING COLUMN TO REMAIN
5. EXISTING PILASTER TO REMAIN
6. EXISTING SKYLIGHT TO REMAIN
7. EXISTING WALL TO BE REMOVED
8. EXISTING DOOR TO BE REMOVED
9. EXISTING PLUMBING FIXTURES TO BE REMOVED, CAP EXISTING PIPES AS REQUIRED

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CONSULTANTS:

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Pui Lin Wong
No. C-38799
EXP. 9/30/2025
STATE OF CALIFORNIA

CONDITIONAL USE PERMIT RESUBMITTAL SET

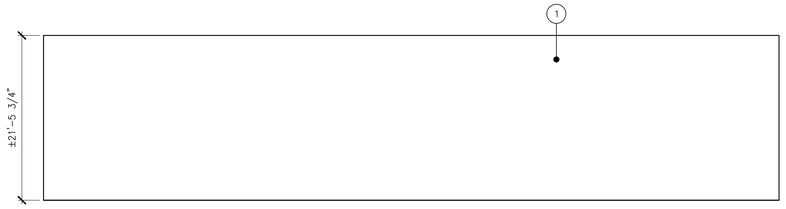
PROJECT
MAXIMIZE ATHLETIC PERFORMANCE

Sheet Title
EXISTING/DEMO FLOOR PLAN

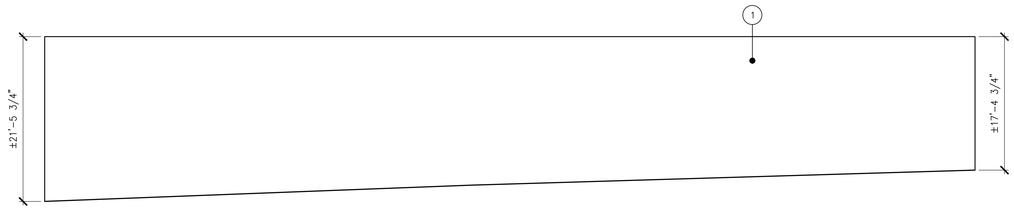
Scale: 1/8" = 1'-0"
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025

Job # 241025-01

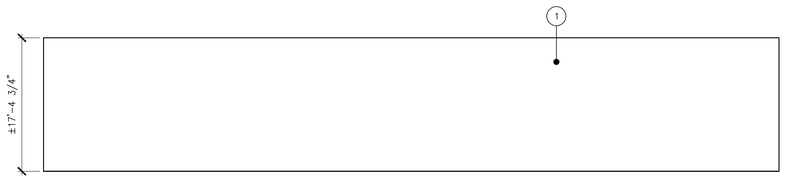
A2



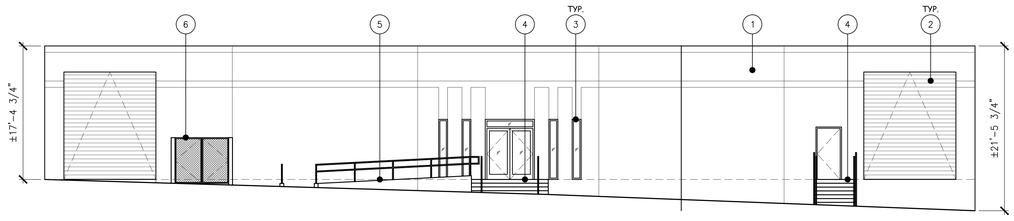
EXISTING ELEVATION – SOUTH (4)
SCALE: 1/4"=1'-0" FILE:



EXISTING ELEVATION – EAST (3)
SCALE: 1/4"=1'-0" FILE:



EXISTING ELEVATION – NORTH (2)
SCALE: 1/4"=1'-0" FILE:



EXISTING ELEVATION – WEST (1)
SCALE: 1/4"=1'-0" FILE:

ELEVATION KEYNOTES:

1. EXISTING CONCRETE WALL TO REMAIN
2. EXISTING DOOR TO REMAIN
3. EXISTING WINDOW TO REMAIN
4. EXISTING CONCRETE STEPS TO REMAIN
5. EXISTING ACCESSIBLE RAMP TO REMAIN
6. EXISTING TRASH ENCLOSURE TO REMAIN

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CONSULTANTS:

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No. C-38729
EXP. 9/30/2025
STATE OF CALIFORNIA

CONDITIONAL USE PERMIT RESUBMITTAL SET

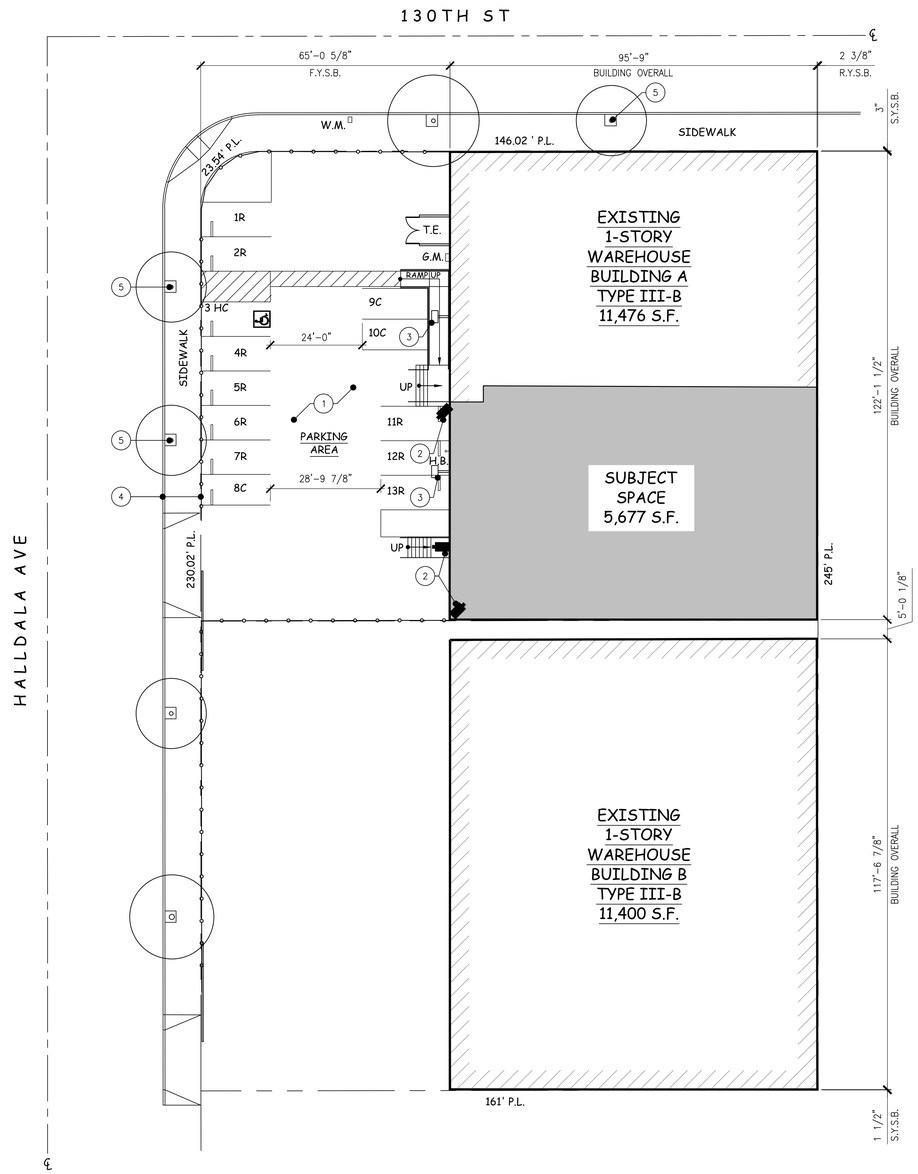
PROJECT
MAXIMIZE ATHLETIC PERFORMANCE

Sheet Title
EXISTING ELEVATIONS

Scale: 1/8"=1'-0"
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025

Job # 241025-01

A3



PROPOSED SITE PLAN (1)

SCALE: 1/16" = 1'-0" FILE:

SITE PLAN KEYNOTES:

1. PROPOSED RESTRIPED PARKING LOT
2. PROPOSED SECURITY CAMERA, 3 TOTAL
3. EXISTING WALL MOUNTED LED FLOOD LIGHT
4. BUILDING ADDRESS TO BE PLACED ON CHAINLINK FENCE & ON CURB OF SIDEWALK
5. PROPOSED TREE △1

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CONSULTANTS:

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No. C-38729
EXP. 9/30/2025
STATE OF CALIFORNIA

CONDITIONAL USE PERMIT RESUBMITTAL SET

PROJECT

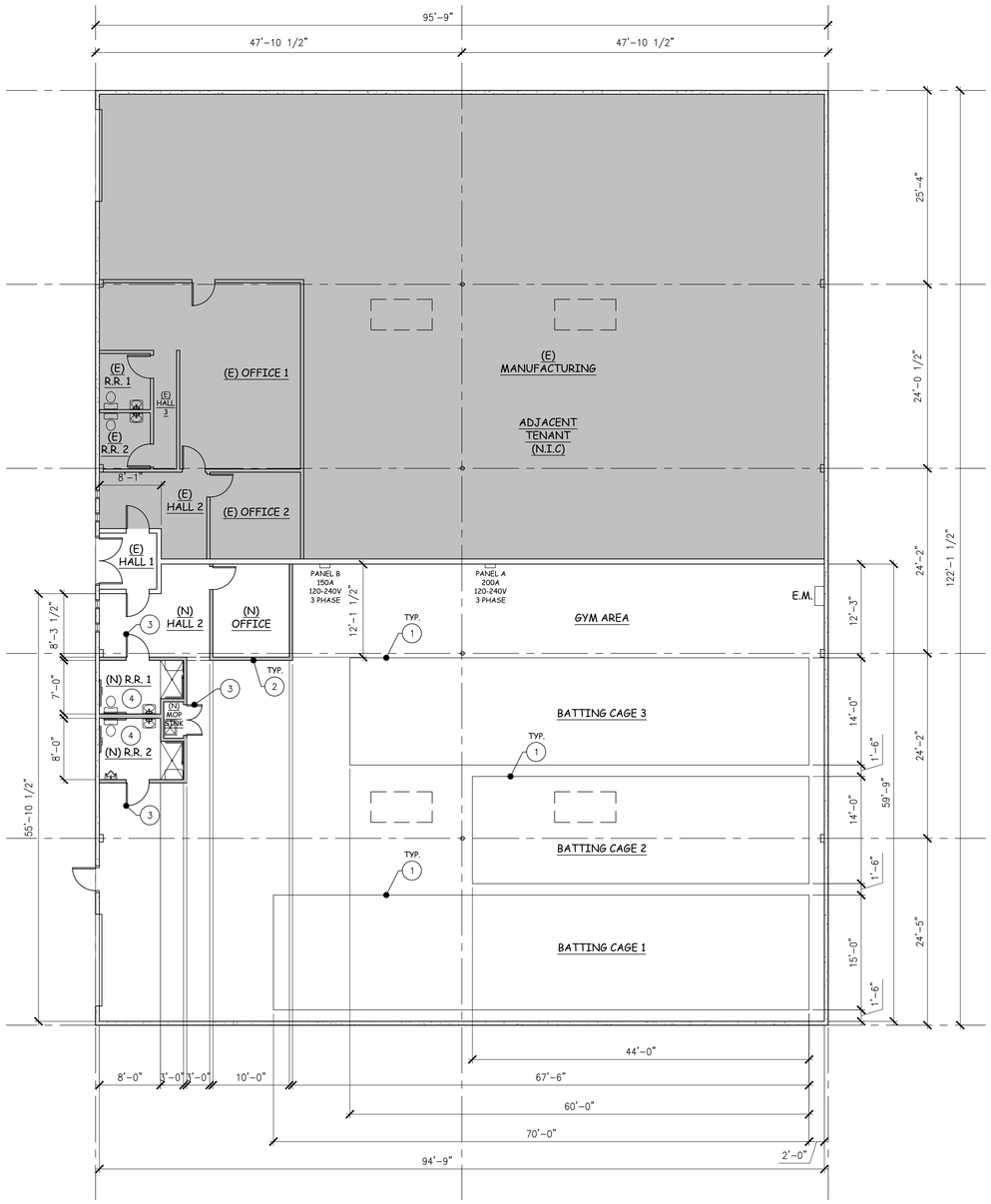
MAXIMIZE ATHLETIC PERFORMANCE

Sheet Title

PROPOSED SITE PLAN, SECURITY PLAN & EXISTING SITE LIGHTING PLAN

Scale: 1/16" = 1'-0"
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025
Job # 241025-01

A4



PROPOSED FLOOR PLAN (1)

SCALE: 1/8" = 1'-0" FILE:

N

PLAN LEGEND:

- EXISTING WALL
- EXISTING CONCRETE WALL
- PROPOSED NON-LOAD BEARING WALL

PLAN KEYNOTES:

1. PROPOSED BATTING CAGE NETTING
2. PROPOSED WALL PER LEGEND
3. PROPOSED DOOR
4. PROPOSED PLUMBING FIXTURES

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CONSULTANTS:

Architect/Engineer Of Record:

LICENSED ARCHITECT
Pui Lin Wong
No. C-38799
EXP. 9/30/2025
STATE OF CALIFORNIA

CONDITIONAL USE PERMIT RESUBMITTAL SET

PROJECT
MAXIMIZE ATHLETIC PERFORMANCE

Sheet Title
PROPOSED FLOOR PLAN

Scale: 1/8" = 1'-0"
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025

Job # 241025-01

A5

EXHIBIT B

CITY OF GARDENA

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #1-25

GENERAL CONDITIONS

GC 1. The applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgment.

GC 2. The applicant shall comply with all written policies, resolutions, ordinances, and all applicable laws in effect at the time of approval. The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.

GC 3. The floor plan layout shall be in accordance with the plans approved by the Commission and modified by these conditions of approval. The final completed project shall be in substantial compliance with the plans upon which the Commission based its decision, as modified by such decision.

GC 4. The applicant shall reimburse the City for all attorney's fees spent in processing the project application, including a review of all documents required by these conditions of approval prior to the issuance of a final building permit.

GC 5. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claims, actions or proceedings, damages, costs (including without limitation attorneys' fees), injuries, or liabilities against the City or its agents, officers, or employees arising out of the City's approval of the Notice of Exemption and Conditional Use Permit. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant is the real party in interest in the action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its own choosing, but such participation shall not relieve the applicant of any obligation under this condition, including the payment of attorneys' fees.

CONDITIONAL USE PERMIT

CUP1. Conditional Use Permit #1-25 shall be utilized within a period not to exceed twelve (12) months from the date of approval unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code (GMC). Utilization shall mean the issuance of a business license.

PLANNING

PL1. The applicant is permitted to operate an amusement arcade within the facility shown on Exhibit B and shall comply with all provisions under Gardena Municipal Code (GMC) Chapter 5.12. Any violation of the regulations under GMC Chapter 5.12 may result in the revocation of Conditional Use Permit #8-24.

PL2. The hours of operation of the indoor batting cage facility shall be limited to 8:00 AM to 9:00 PM daily.

PL3. No special events shall be held at the project site without the applicant obtaining a temporary event permit from the City, and paying all appropriate fees. Temporary events are those that meet the intent and purpose of GMC Section 18.60.010.

PL4. During hours of operation, pedestrian access from Halldale Avenues shall be made available.

PL5. The parking lot shall remain open at all times during operating hours. All onsite spaces shall be utilized to the extent feasible before vehicles are turned away from the parking lot. In the event the parking lot is full, vehicles shall be directed to park on the street where parking is available.

PL6. The applicant shall comply with to all provisions outlined in the City's Noise Ordinance as specified in GMC Chapter 8.36.

PL7. The applicant shall ensure that any proposed signage shall meet the necessary requirements put forth by the Chapter 18.58 of the Gardena Municipal Code.

PL8. In the event noise, lighting, parking, or traffic nuisances or other public safety issues are brought to the attention of the City, the Community Development Director may impose further conditions or restrictions on the site operations to ensure land use compatibility.

PL9. The applicant shall stripe the parking spaces in accordance with the size and dimension specifications in GMC Section 18.40.050. Locations shall be in accordance with the approved site plan.

PL10. Prior to issuance of a building permit, barbed wire shall be removed from atop the perimeter fencing.

PL11. All activities must take place within the enclosed building. Loitering outside the tenant suite is prohibited. Patrons should stay indoors while waiting for instructions or to be picked up, and must be supervised by staff.

PL12. No outdoor storage shall be permitted.

PL13. The applicant shall be required to notify the City of any changes to the use of the facility.

BUILDING

BS1. The project shall comply with all applicable portions of the City adopted version of the California Building Code (Title 24, California Code of Regulations), in effect at the time of permit application.

BS2. The applicant shall comply with all applicable State and Federal Accessibility code.

BS3. The applicant shall comply with all conditions set forth by other departments and agencies including but not limited to the Los Angeles County Health Department, Los Angeles County Fire Department, Planning, and Public Works.

BS4. The approval of plans and specifications does not permit the violation of any section of the Building Code, City Ordinances, or State law.

BS5. The applicant shall submit plans and specifications to the Building Division for review.

PUBLIC WORKS

PW1. All work in the public right of way shall be constructed in accordance with the Standard Plans and Standard Specifications for Public Works Construction, latest edition and the City and State Codes as applicable. This includes supplements thereto and City of Gardena Standard Drawings.

PW2. Before undertaking any Encroachment/Excavation within the public right of way, the owner must first obtain the applicable permit from the Public Works Engineering Division.

PW3. Prior to issuance of permits, all public improvements (if any) shall be guaranteed to be installed by the execution of an Agreement for Pubic Improvements secured by sufficient bond sureties or cash, complete indemnification form, Certification of Insurance (General Liability, Auto & Workers Compensation) naming City of Gardena as additional insured, contractor State License and City Business License.

PW4. The applicant shall plant 3 new street trees in open tree wells along the property street frontages along West 130th Street and Halldale Avenue. Street tree(s) improvements to be coordinated with City Public Works Superintendent.

PW5. Contractor/Applicant is responsible for all applicable permits, plan check surety, and other incidental fees pertaining to the proposed project.

Gardena Police Department – Standard Conditions

PD1. Exterior lighting of all entrances, exits, and parking lot area shall be maintained during hours of operation and darkness. Parking lot lighting fixtures shall be sufficient (minimum one foot-candle, average of two foot-candles) to illuminate the parking lot to monitor activity as well as be fully shielded and directed to confine illumination entirely on parking areas of the subject site.

Maximize Athletic Performance certifies that he/she/it has read, understood, and agrees to the Project Conditions listed herein.

Maximize Athletic Performance, Representative

_____ _____
By Date

CITY OF GARDENA
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

STAFF REPORT
RESOLUTION NO. PC 6-25
ENVIRONMENTAL ASSESSMENT #1-25 AND CONDITIONAL USE PERMIT #1-25
AGENDA ITEM # 7.A

DATE: May 6, 2025

TO: Chair Henderson and Members of the Planning and Environmental Quality Commission

FROM: Greg Tsujiuchi, Community Development Director

CASE PLANNER: Dayana Nava, Planning Assistant

APPLICANT: Peter Girgis, Maximize Athletic Performance

LOCATION: 13008 Halldale Avenue (6102-004-016)

REQUEST: A request for a Conditional Use Permit to operate an indoor batting cage within an existing 5,677-square-foot warehouse located in the Industrial (M-1) zone. The request also seeks approval to count street parking toward the facility's required parking per Section 18.40.080.B.3. of the Gardena Municipal Code.

Environmental Consideration: The project involves an existing facility and is being considered for a Class 1 Categorical Exemption under the California Environmental Quality Act (CEQA).

BACKGROUND

On January 27, 2025, the applicant, Maximize Athletic Performance, represented by Peter Girgis, submitted an application to operate an indoor batting cage within an existing 5,677-square-foot (-sf) warehouse located in the Industrial (M-1) zone located at the southeast corner of West 130th Street and Halldale Avenue at 13008 Halldale Avenue (see Figure 1: Vicinity/Zoning Map). The subject property is a rectangular shape that totals 0.9 acres that is developed with two industrial buildings, each with two tenant spaces. Each building is developed independently of each other, with their own separate parking spaces.

The applicant is proposing to occupy one of the two tenant spaces within the existing building located to the north end of the site that totals11,476-sf and is surrounded by an 8-foot-high perimeter fencing with a vehicular gate located on Halldale Avenue. There are currently 14 parking spaces for the existing building. The existing tenant space to be occupied is 5,677-sf in size and is currently vacant, but was previously used by a food processing company for wholesale marketing. The other tenant space within the building is currently occupied by an existing manufacturing company.

The project site is located in an industrial area. The project site is zoned M-1 (Industrial) with properties to the north, east, south and west having the same zoning designation as shown in Figure 1. Legal nonconforming residences are found to the east of the subject property including a 32-unit mobile home park to the west. Other surrounding uses include a food processing company to the north across West 139th Street, hardware supply warehouse to the south and furniture manufacturing to the west across Halldale Avenue.

Figure 1: Vicinity/Zoning Map

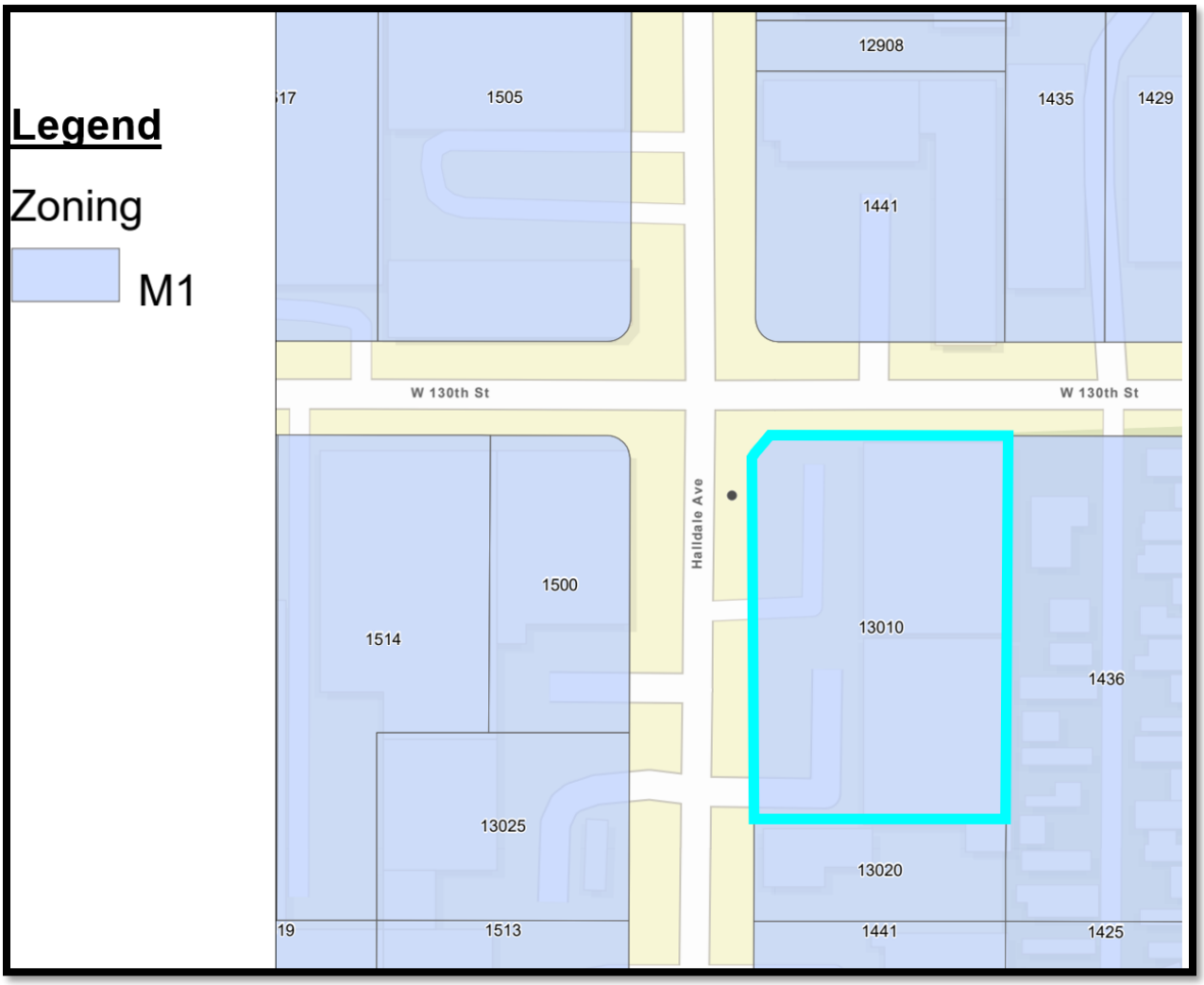
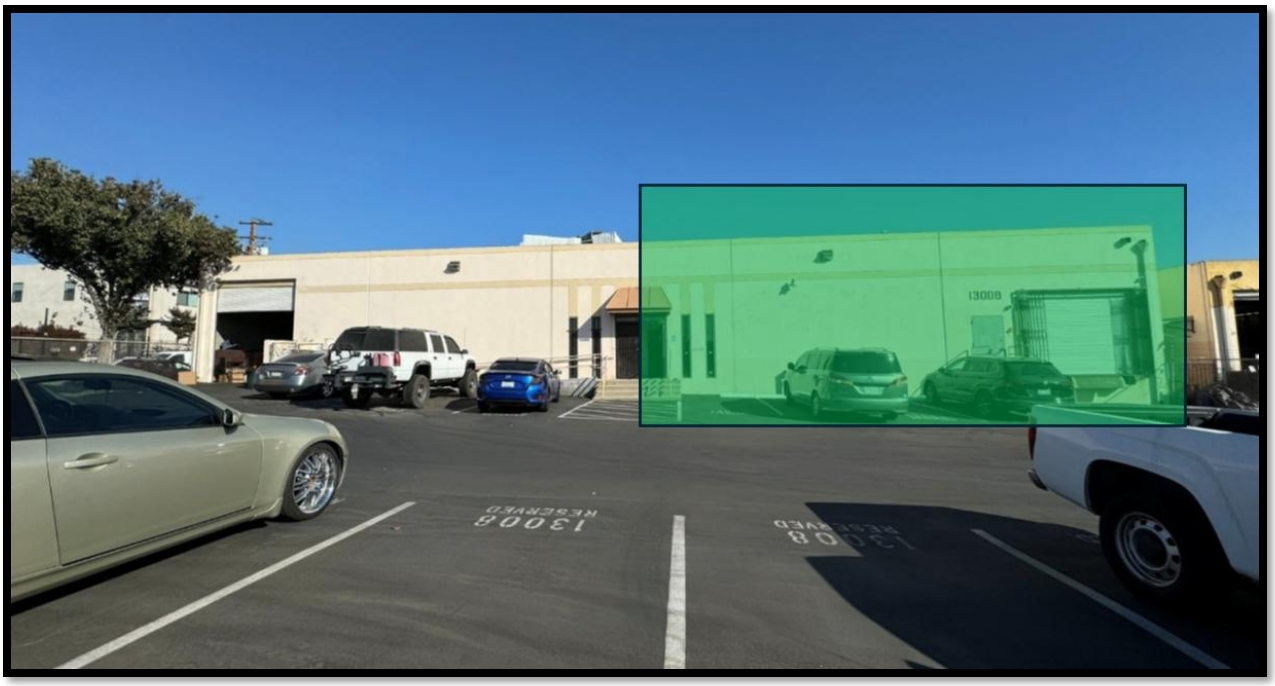


Figure 2: Existing Building



PROJECT DESCRIPTION

The applicant is proposing minor tenant improvements to an existing 5,677-sf warehouse to accommodate a new indoor batting cage and athletic training facility. The proposed facility will primarily serve youth athletes, particularly those between the ages of 10 and 18, but will be open to individuals of all ages for personal training, skill development, and coaching.

Currently, the site includes 14 parking spaces serving a two-tenant building (Figure 3: Site Plan). However, 11 of those spaces do not meet the minimum dimension requirements set forth in the City's Zoning Code. As part of the proposed improvements, the applicant plans to re-stripe the parking lot to comply with current zoning and dimensional standards. This restriping effort would result in the loss of one parking space, bringing the total number of conforming spaces to 13. A parking study conducted by Walker Consultants were submitted in support of the proposal, analyzing the anticipated parking demand for the facility and assessing the availability of nearby on-street and off-site parking options.

Interior improvements will include the installation of batting cages of various sizes to accommodate different skill levels and training needs, along with dedicated areas for one-on-one coaching and personalized athletic training. The facility will also include upgrades to existing restrooms to ensure full compliance with current (ADA) (Americans with Disabilities Act) accessibility standards as shown in Figure 4: Floor Plan.

In addition to individualized training sessions, the facility will offer batting cage rentals equipped with pitching machines featuring adjustable speed and difficulty settings to cater to varying levels of experience and ability. Personalized coaching and skill development will be available by appointment, with programming designed to support both beginner and advanced athletes.

The proposed facility will be staffed by two full-time employees, with operating hours from 8:00 AM to 9:00 PM daily. To accommodate the scheduling needs of youth athletes and their families, most training sessions will be held by appointment. Peak operating hours are expected to be between 5:00 PM and 9:00 PM on weekdays, aligning with after-school availability for the facility's core clientele.

Figure 3: Site Plan

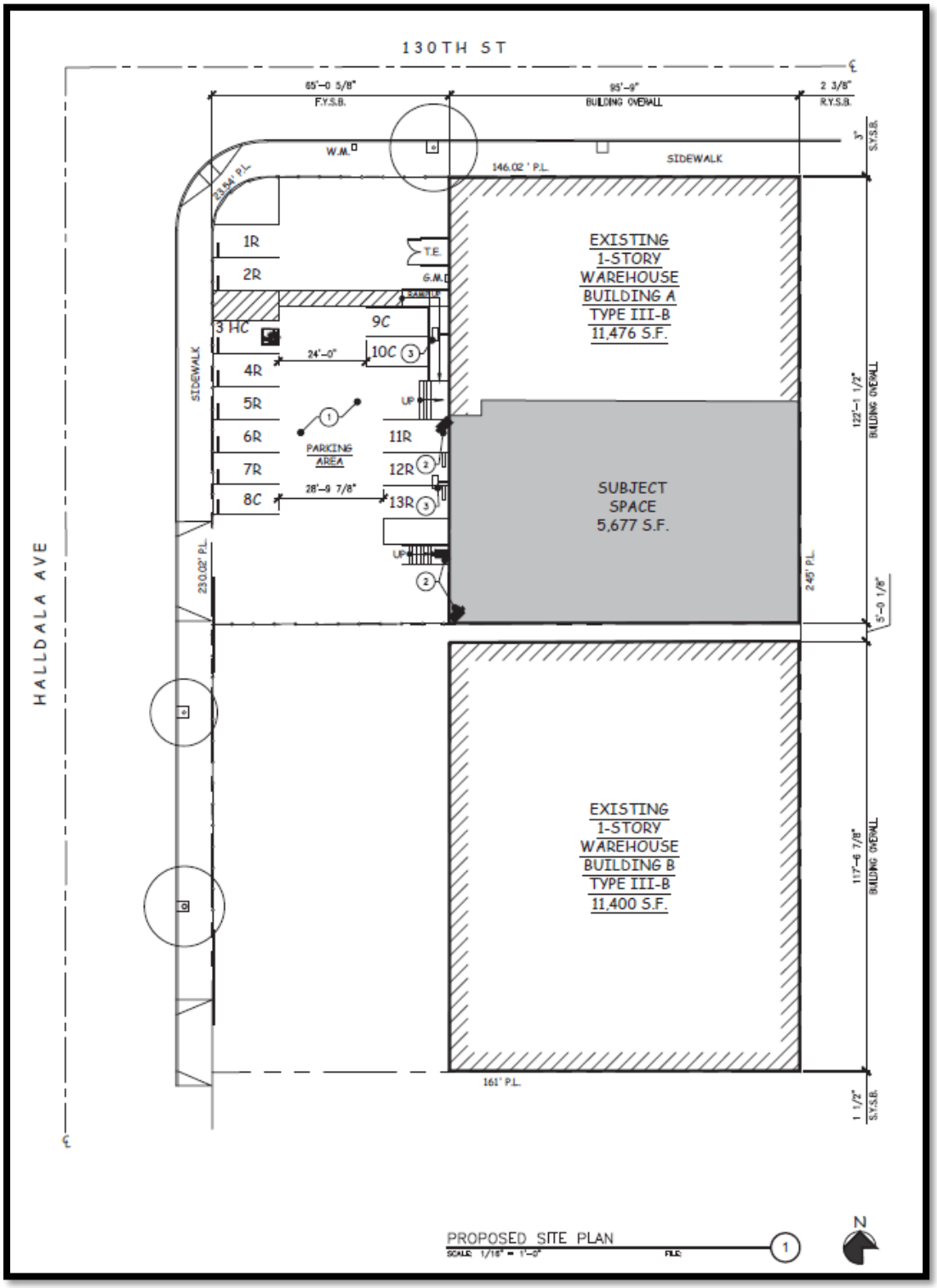
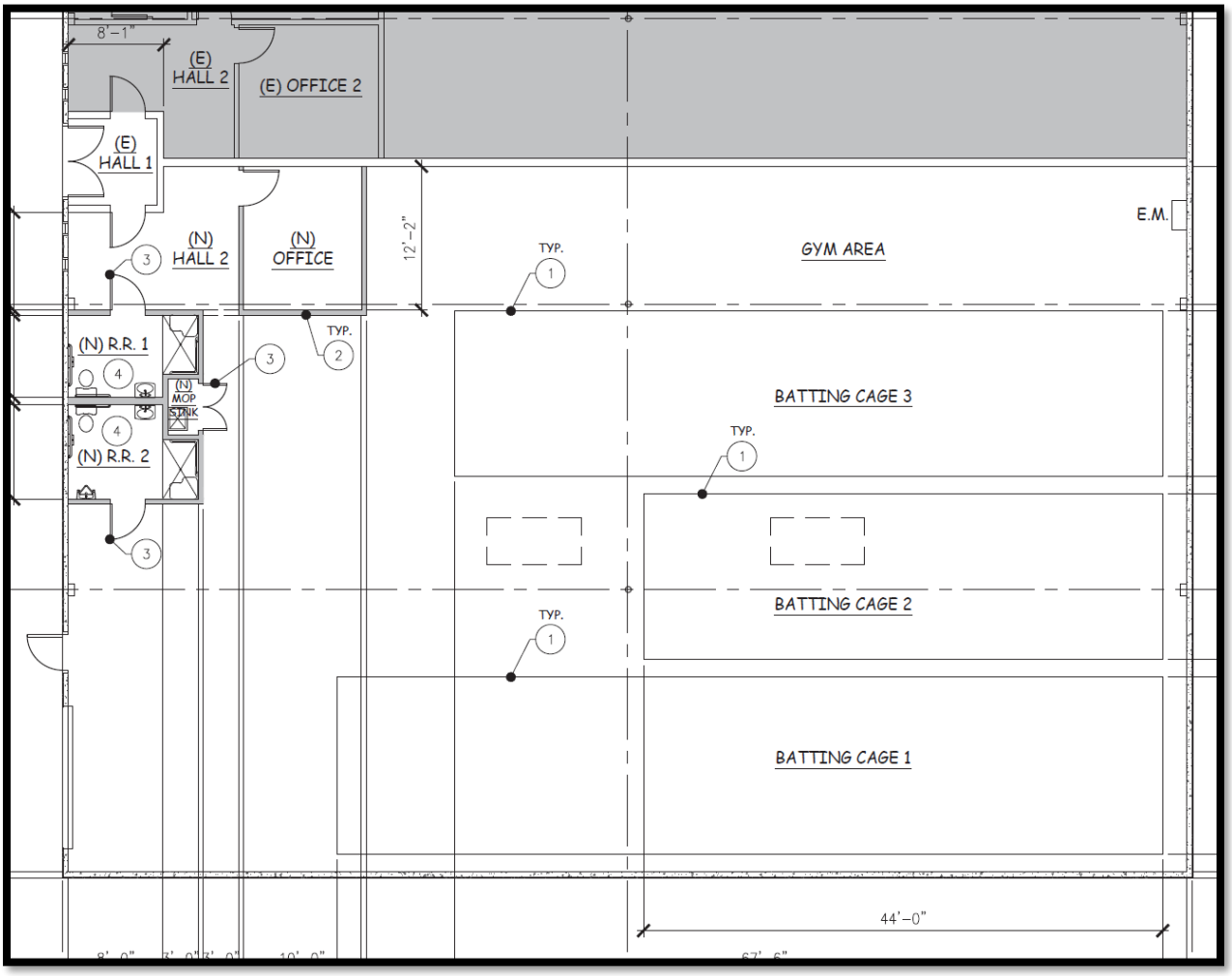


Figure 4: Floor Plan



ANALYSIS

Conditional Use Permit #1-25

Pursuant to Section 18.46.030.C.9 of the GMC, a conditional use permit is required for "uses which are not specifically listed which in no way are detrimental to surrounding properties or uses permitted in the zone and which are not permitted as a similar use." The proposed indoor batting cage facility is not a use which is specifically listed nor is it similar to any other use in the M-1 zone and the use will not be detrimental to surrounding to the properties or uses than those permitted in the M-1 zone.

In accordance with GMC section 18.46.040.F, the Planning Commission must make specific findings to grant a conditional use permit for an indoor batting cage facility.

A. The use applied at the location set forth in the application is properly zoned for which a conditional use permit is authorized by this chapter.

Although the proposed use is not specifically listed under a defined use category within the City's Zoning Code 18.46.030.C.9, it may be authorized through the Conditional Use Permit (CUP) process. As outlined in the Zoning Code, uses not explicitly identified may still be permitted if it can be demonstrated that they are compatible with the other uses of the zone and will not be detrimental to surrounding properties or land uses.

In this case, the proposed facility is consistent with the overall intent of the M-1 zone and is designed to operate in a manner that minimizes impacts on nearby uses. While there are some residential properties in the general vicinity, the facility will be equipped with appropriate interior treatments and construction materials to reduce sound transmissions and potential noise impacts.

Additionally, the City has previously approved conditional use permits for similar indoor sports and training facilities nearby. Therefore, the application for a conditional use permit is deemed proper.

B. Such use is necessary or desirable for the development of the community and is compatible with the surrounding uses, is in harmony with the general plan, is not detrimental to the surrounding properties, existing uses, or to uses specifically permitted in the zone in which the proposed use is to be located, and will not be detrimental to the public health, safety or welfare.

The proposal for a new indoor batting cage is compatible with the surrounding uses in the area, as it is located within an existing warehouse tenant space that is adequate in size to allow for the use. The nature of the use, being conducted entirely indoors and largely by appointment, helps ensure limited disruption to surrounding areas.

The applicant's proposal for an indoor batting cage is consistent with the following General Plan Goals:

- Economic Development Plan Goal 1: Promote a growing and diverse business community that provides jobs, goods, and services for the local and regional market and maintains a sound tax base for the City, encourages diversification of businesses to support the local economy, and provides a stable revenue stream.

- Economic Development Plan Goal 2: Expand, retain and revitalize quality businesses.

- Economic Development Plan Goal 3: Attract desirable businesses to locate in the City.

The facility contributes to a diversified business landscape by introducing a unique, service-based recreational and athletic training use not currently well-represented in the area. It caters to both local and regional clientele, generating economic activity while providing a valuable service to youth and families. By occupying and enhancing an underutilized warehouse space, the project supports the City's efforts to maintain a sound tax base and encourages economic growth through business diversification and sustainable use of commercial properties.

C. The site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping, and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood.

The subject property, located within an existing industrial zone, is adequate in size, shape, and configuration to support the proposed indoor batting cage and athletic training facility. The 5,677-square-foot warehouse space offers sufficient interior area to accommodate the tenant improvements, including multiple batting cages, training areas, restrooms upgraded to ADA standards, and circulation space for clients and staff. All required site features, including building setbacks, landscaping buffers, and screening, either currently exist or can be accommodated through minor site upgrades as part of the project. Furthermore, the project includes a proposal to re-stripe the on-site parking lot to bring parking spaces into conformance with current City off-street standards, ensuring that vehicle circulation and parking needs are appropriately addressed.

D. That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use.

The Circulation Plan, which is part of the Community Development Element of the Gardena General Plan, designates West 130th Street and Halldale Avenue as local streets. Local streets are designed to provide vehicles, pedestrian and bicycle access to individual parcels throughout the City. They intend to carry low volumes of traffic and allow unrestricted parking. The applicant’s request to operate an indoor batting cage is not anticipated to generate traffic beyond the current levels, and it is unlikely to impact the area's circulation. Staff do not foresee any adverse traffic impacts to the subject property.

<u>Parking</u>

In accordance with Section 18.40.040 of the City's Zoning Code, there is no specific parking requirement identified for an indoor batting cage facility. As such, the applicant commissioned a parking study prepared by Walker Consultants to assess the anticipated parking demand based on comparable land uses.

The study utilized the City's parking standards for office and gym uses as a basis for calculating parking needs. According to the study:

- The office portion of the facility would require **1 parking space** (based on 1 space per 300 square feet),
- The gym/training area would require **6 parking spaces** (based on 1 space per 150 square feet),
- While the Code does not specifically address batting cage lanes, the study applied a practical standard of **1 parking space per lane**, resulting in a need for **3 additional spaces**.

Based on this methodology, the total parking demand for the proposed facility is 10 spaces.The site currently provides 14 parking spaces, but with the proposed restriping to bring the lot into conformance with current dimensional standards, the total number of spaces will be reduced to 13. The remaining tenant in the building is a manufacturing use, which, per Gardena Municipal Code 18.40.040, requires 7 parking spaces (1 parking space per 750 square feet). This results in a total on-site parking shortfall of 4 spaces.

However, pursuant to GMC Section 18.40.080.B.3, on-street parking may be counted toward the required parking for the facility. The submitted parking study also includes an analysis of available on-street parking in the vicinity, supporting the feasibility of meeting the overall parking demand through a combination of on-site and adjacent street parking and meeting the following pursuant to GMC Section 18.40.080.B.3:

- There are circumstances related to the proposed use, operations, location, the surrounding uses, zone, infrastructure, or there are other factors identified that cannot be accommodated by the limitations of the parking requirements of this title; and
- That the granting of the conditional use permit will not be in conflict with the policies of the general plan of the city; and
- The proposed use and off-site parking, as conditioned, will not be materially detrimental to the public health, safety, and welfare or injurious to property and improvements in the vicinity of the subject property.

The parking study demonstrates that the proposed use presents unique operational characteristics not addressed by standard parking requirements, including appointment-based scheduling and low parking demand. It also identifies 114 of off-site parking spaces within1500 feet of the project. The project aligns with the City's General Plan. As stated, the use and parking arrangement will not negatively impact public health, safety, or surrounding properties.

ENVIRONMENTAL CONISDERATION (EA #1-25)

The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15301, Existing Facilities, which exempts negligible or no expansions of use in existing facilities from the provisions of

CEQA. The building in which the project is proposed already exists. The project will not include any alterations to the existing building footprint nor the exterior façade as previously approved. The building in which the indoor batting cages would be located is an existing industrial tenant space within a warehouse building, originally constructed in 1978 for manufacturing and warehousing purposes. As a result, the applicant's request to operate an indoor batting cage facility within the existing industrial space is not considered an expansion of use.

The project is not subject to any of the exceptions to the exemptions under Section 15300.2 of the California Environmental Quality Act. The cumulative impact of establishing the indoor batting cage facility is not considered significant. The project is not located along any state-designated scenic highway nor within any designated hazardous waste site. The building where the indoor facility will be located is not considered a significant historical structure by any governmental body. Staff does not expect any significant impacts or unusual circumstances related to the approval of this project.

Therefore, the proposed project is categorically exempt from CEQA.

NOTICING

The public hearing notice was published in the Gardena Valley News and mailed first class to owners and occupants within a 300-foot radius of the site on April 24, 2025. A copy of Proof of Publication and Affidavit of Mailing are on file in the office of the Community Development Department Room 101, City Hall and are considered part of the administrative record.

RECOMMENDATION

Staff recommend holding a public hearing on the application for Environmental Assessment #1-25 and Conditional Use Permit #1-25 where the Commission will:

1) Open the public hearing;
2) Receive testimony from the public;
3) Closing the public hearing; and
4) Adopt Resolution No. PC 6-25, subject to the conditions of approval and directing staff to file a notice of exemption.

ATTACHMENTS

A – Planning Commission Resolution No. PC 6-25

- Exhibit A – Project Plans
- Exhibit B – Conditions of Approval

B – Maximize Athletic Performance Parking Study Prepared by Walker Consultants

Date:	April 2, 2025
To:	Peter Girgis
Company:	Maximize Athletic Performance
Address:	13008 Halldale Avenue
Copy To:	Steffen Turoff
From:	Daniel Garcia, Hudson Handel
Project Name:	13008 Halldale Batting Cage Parking Study - Gardena
Project Number:	37-010090-00

The following memorandum summarizes the parking study conducted for the proposed batting cage and private gym located at 13008 Halldale Avenue in the City of Gardena.

Addendum: *In response to the Planning Division's request on March 5, 2024, we can confirm that there are stop signs at the intersection of Halldale Avenue and 130th Street.*

INTRODUCTION AND DEVELOPMENT PROGRAM

Maximize Athletic Performance ("MAP") is looking to open a batting cage and personal training facility at 13008 Halldale Avenue. The facility is slated to have three (3) batting cages and a personal training area (or gym space) of approximately 877 square feet, as well as a 140 square foot office, and will be operated by two on-site employees. The building has an additional tenant with whom a 14-space onsite parking lot is shared. The other tenant operates weekdays between 9:30 AM and 2:30 PM. The peak for the proposed MAP facility is projected to occur weekday evenings after 5:00 PM, after the conventional "9-5" work shift, and on weekends as MAP's primary client base is student-athletes. As a result, there is high potential for an efficient sharing of parking spaces. Per MAP, parking on the current site is not built to code, and after a potential restripe, MAP expects that seven (7) spaces may be allocated to them per the lease agreement with the building's owner.

MAP has engaged Walker Consultants to perform a parking study to determine whether there is sufficient parking inventory (both onsite and on the street) to support the new batting cage and personal training use. Walker will make reasonable efforts to ensure an accurate study based on our knowledge, expertise, and the assumptions provided and stated in the Findings section of the letter but does not guarantee results that are favorable to the project, nor can we guarantee project approvals.

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SUMMARY OF FINDINGS

Key findings from the parking study:

- Between the onsite shared business parking lot and on-street parking in the immediate vicinity, there is adequate parking potential for Maximize Athletic Performance's batting cage and personal training facility patrons.

- Peak parking occupancy on all streets within the study area reached 83% of 114 car parking capacity at 12:00 PM on a weekday, indicating that there should always be at least 19 spaces available across all weekday hours. Of those 19 available spaces, 11 were located along Halldale Avenue, directly in front of MAP. Walker projects that MAP needs 13 parking spaces to serve users of the proposed program of three batting cages and personal training space under peak conditions. MAP may only be assigned seven (7) onsite parking spaces, and so would need to rely on an additional six (6) street parking spaces if the onsite spaces with the other tenant are not shared. The analysis shows that on-street parking in the area is available, particularly in the evening when MAP is projected to peak.

- Parking utilization for the block on which MAP will be located trends with a rise from 9:00 AM to 11:00 AM, a peak at noon, and a 10% – 20% decrease in hourly utilization from 2:00 PM to 5:00 PM. From 5:00 PM on, utilization maxes at under 40%. In other words, after 5:00 PM during weekdays, there are approximately 70 spaces available on the streets surrounding the MAP facility, with about 35± along Halldale Ave directly in front of MAP.

- In Walker's professional opinion, available on-street parking spaces are an asset that should be utilized for public goods such as economic development, facilitation of the transportation system, and general public use. Providing parking for a business and public use during off hours for other area businesses is efficient and desirable and the use for which on-street parking in a generally commercial area is intended.

- Ultimately, Walker projects that there will be no material parking impact to the surrounding community as there is sufficient onsite and on-street parking available to appropriately accommodate parking demand generated by MAP during peak periods and because a remaining 35± space on-street parking space surplus is projected along Halldale Ave directly fronting the MAP facility.

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PROPOSED FLOOR PLAN/PARKING REQUIREMENTS

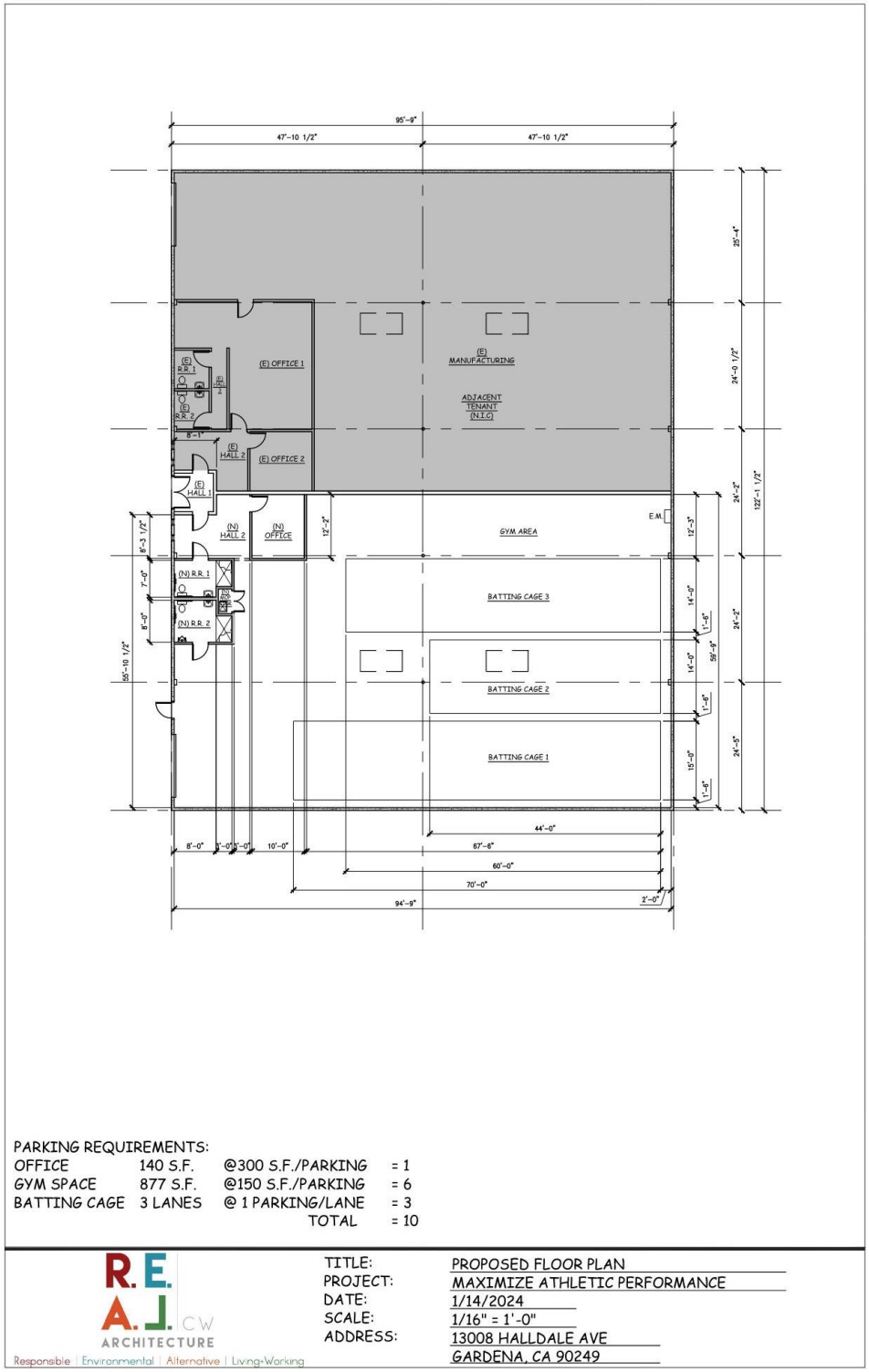

Figure 1. | Source: Image. Google Earth Pro, 2025; Graphics. Walker Consultants, 2025.

Per the site plan shown in Figure 1., MAP is required to provide 10 parking spaces for the project:

- 1 space for the Office component,
- 6 spaces for the Gym component,
- And 3 spaces for the Batting Cages for a total of 10 parking spaces.

CURRENT CONDITIONS

Parking Study Area

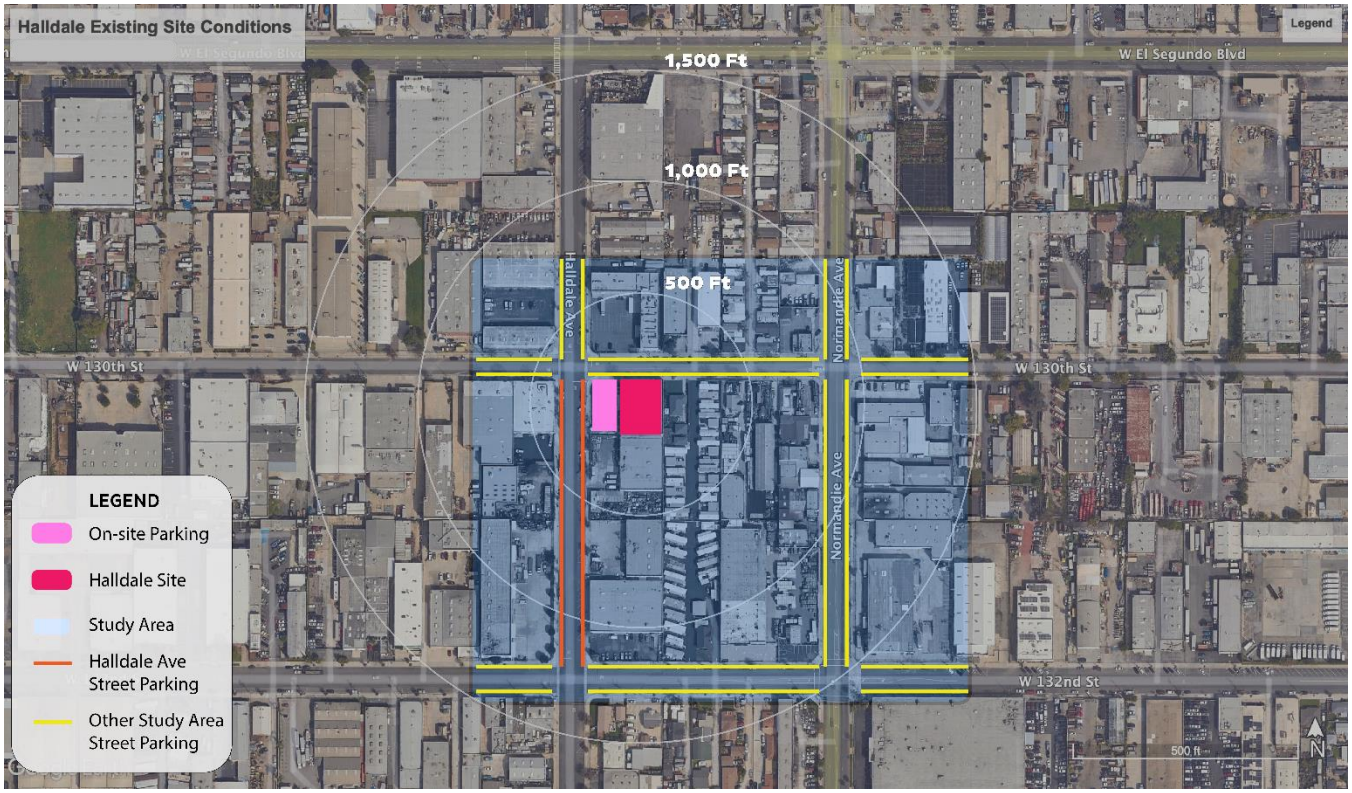

Figure 2. | Source: Image. Google Earth Pro, 2025; Graphics. Walker Consultants, 2025.

The site for the MAP batting cages and private gym business currently shares a 14-space parking lot with another tenant and is planning for a total of seven (7) parking spaces assigned to MAP onsite. A restripe of the parking lot could result in a loss of one parking space, leaving a total of 13 spaces to be shared among MAP and the other tenant. As noted in the introduction, because the two tenants are projected to peak during different times of the day (MAP in the evenings and weekends, the other tenant on weekdays during the day), there is a possibility that onsite parking spaces could be shared efficiently. In addition to the onsite parking spaces, there are existing on-street parking spaces available to the public and used by residents and businesses. For this analysis, the study area includes the streets bordering the site as the immediate parking option for prospective MAP patrons, and the nearby surrounding blocks that could carry overflow demand. Figure 2. shows a map of the study area for this

analysis, with the project site ("Halldale Site") highlighted in red. The on-street parking along the 13000 block of Halldale Ave is also highlighted in orange as these are likely the first spaces outside of the onsite parking that prospective patrons may utilize to visit MAP.

Bounding Streets:

- Halldale Ave [North - South]
- W 130th Street [East - West]
- Normandie Ave [North - South]
- W 132nd Street [East - East]

The site and surrounding area are primarily industrial zoned, reflected in the presence of large manufacturing and distribution facilities, and lack of residential lots (although 130th and 132nd streets have housing on their northern and southern edges, respectively). This results in wide streets to accommodate industrial vehicles with high parking usage during working hours.

Current Study Area Parking Supply/Inventory

STREET	N	S	E	W	STREET TOTAL
HALLDALE	–	–	18 (Striped)	21 (Curb)	39
132 STREET	13 (Curb)	14 (Curb)	–	–	27
S NORMANDIE	–	–	9 (Curb)	11 (Curb)	20
130 STREET	14 (Curb)	14 (Curb)	–	–	28
TOTAL					114

Table 1. | Source: Data. Walker Consultants, 2025.

Most of the streets surrounding the project site have parallel unstriped parking spaces. Halldale Avenue has 18 east-facing, angled spaces in the presented study area. The other side of Halldale, along with the other three streets, have curb parking. The totals have been determined by analyzing peak parking hours and seeing if and how many spaces where additional regular-sized civilian vehicles could fit. It should be noted that these totals could fluctuate by one or two depending on the size of parked vehicles and the space left between. Combined, the total number of on-street parking spaces in the study area (streets surrounding 13008 Halldale Ave) is 114. Along Halldale specifically, which is the street that fronts the proposed MAP location, there are 39 on-street spaces.

Site Photos

Figure 3. | Eastbound on 132nd Street. 2:00 PM Gardena. 1/14/25. Source: Walker Consultants, 2025.

Figure 4. | Eastbound on 130th Street. 12:00 PM Gardena. 1/14/25. Source: Walker Consultants, 2025.

Figure 5. | Eastbound on 130th Street. 7:00 PM Gardena. 1/9/25. Source: Walker Consultants, 2025.

Figure 6. | Southbound on Halldale Ave. 2:00 PM Gardena. 1/14/25. Source: Walker Consultants, 2025.

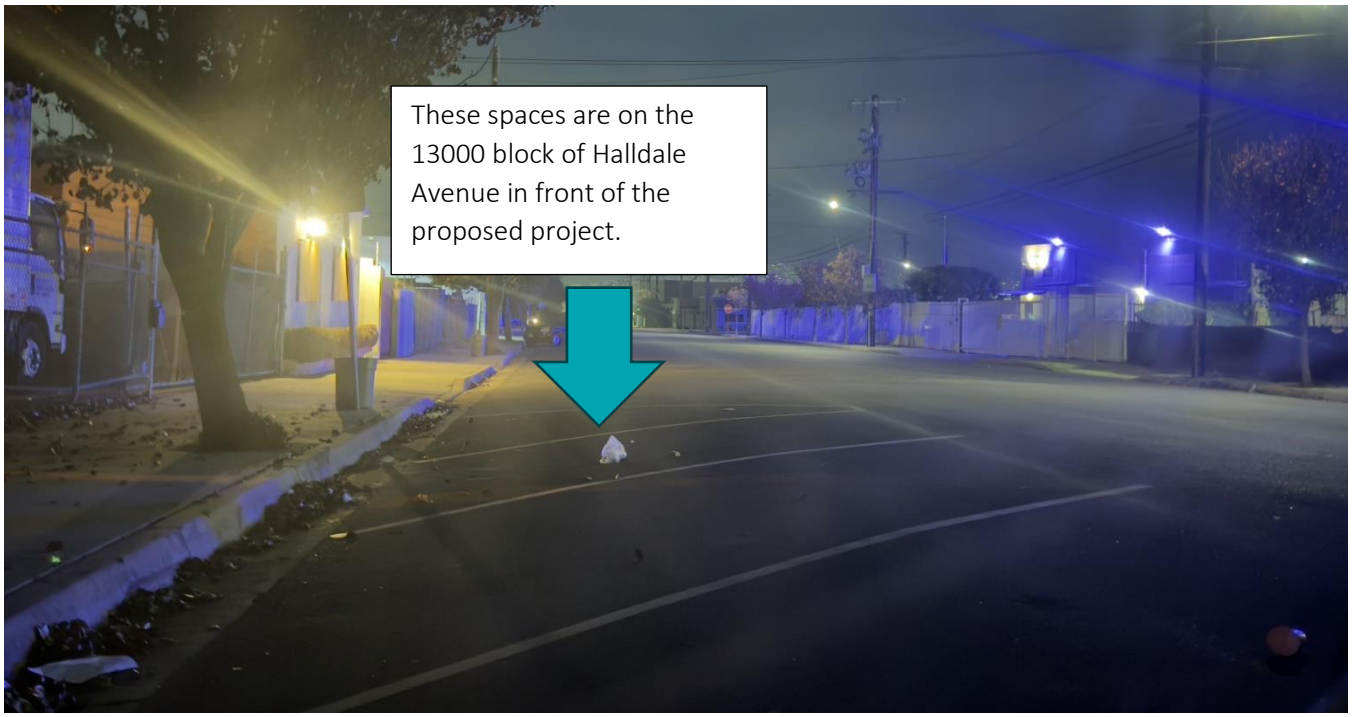

Figure 7. | Southbound on Halldale Ave. 6:00 PM Gardena. 1/9/25. Source: Walker Consultants, 2025.

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Hours of Operation for Existing Land Uses

The prospective MAP facility is slated to operate between 8:00 AM and 9:00 PM, with peak activity occurring after 5:00 PM. As shown in the following figure, many of the businesses in the area are closed by 5:00 PM, with all but one closed by 6:00 PM. The results indicate that almost all of the businesses around the project site are closed before peak activity at the MAP site is projected to occur. While the prospective project is slated to open as early as 8:00 AM, per MAP, prior to 4:00 PM, activity is expected to be low, as MAP primarily caters to student-athletes, who during the day are in classes. Additionally, the personal training focus differs from a traditional gym as access is limited to only patrons that sign up for one-on-one training sessions. At most, there will be two trainers on site conducting the one-on-one sessions.

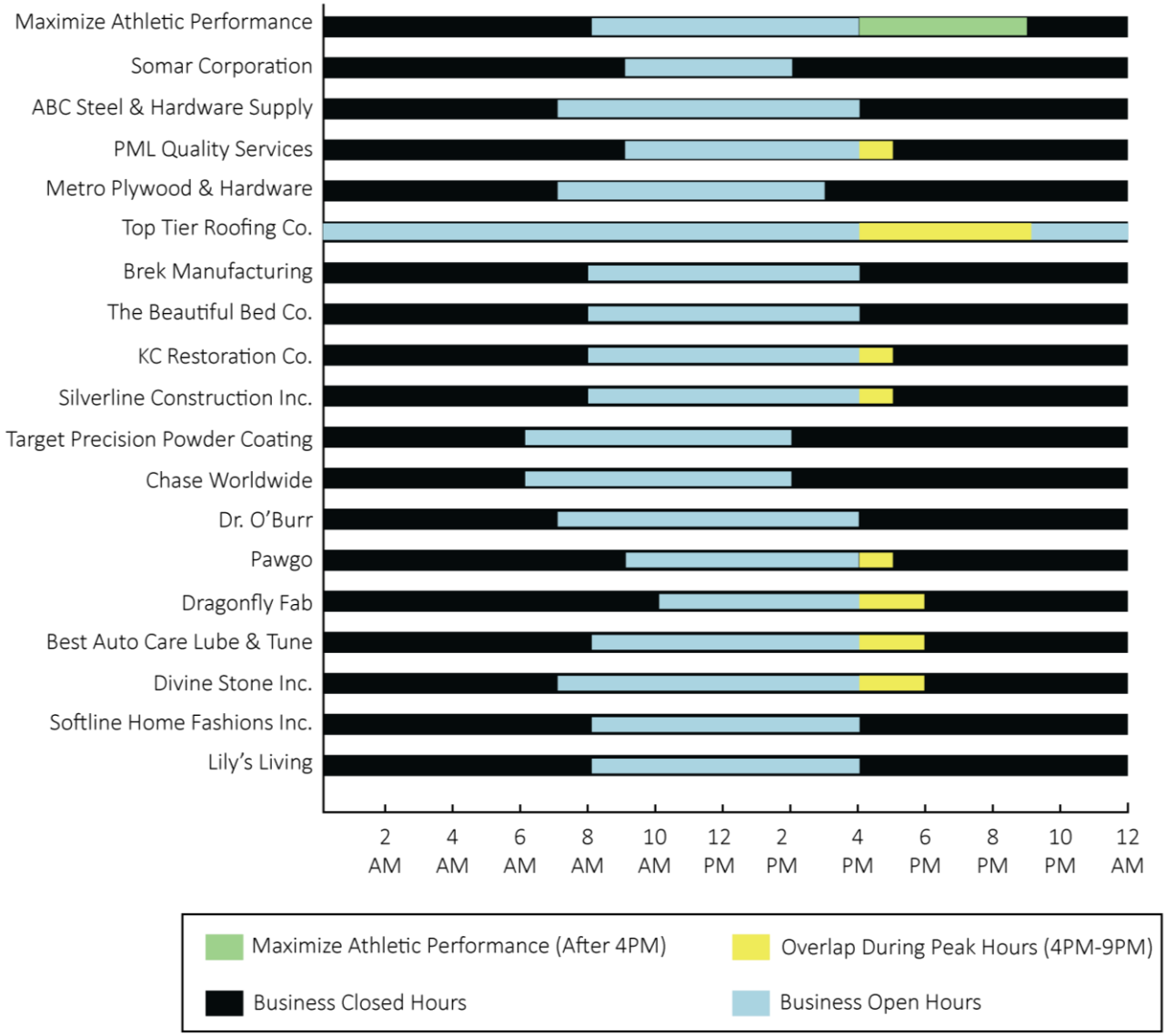

Figure 8. | Weekday Hours of Operation. Source: Data. Walker Consultants, 2025.

Parking Needs Analysis

METHODOLOGY

Walker conducted parking occupancy counts at nearby Rex's Baseball Batting Cage located in the West Athens neighborhood of unincorporated Los Angeles County, just one mile north of the study site. Counts at Rex's were conducted on a Thursday between 5:00 PM and 8:00 PM to determine a design day parking demand for the prospective MAP facility. In projecting parking needs, it is important to consider the appropriate "design day" which represents the level of parking demand that the parking system is designed to accommodate. The design day is typically equal to the 85th to 95th percentile of absolute peak activity. Although we will occasionally design to a higher-than-typical design standard, such as one exceeded less than one day per month or even the absolute peak level of demand, we do not typically design to these extreme conditions because the result is an overabundance of parking spaces that remain unused most of the time.

In addition to counts at a nearby comparable batting cage facility, Walker also conducted on-street parking occupancy counts across two days, recording hourly on-street parking counts for each street bordering the site's block to capture consistent occupancy data: Tuesday morning through early evening, and Thursday evening into early nighttime. The counts covered the 9:00 AM to 8:00 PM time period, offering a holistic view of parking trends through a standard business operating day within the site's radius. The on-street counts are intended to highlight parking usage within the study area and whether there is availability to accommodate parking demand generated by the MAP site.

After collection, this data was sorted and visualized to conduct a parking trends analysis that brought Walker to its findings and site-specific recommendations.

Batting Cage and Personal Training Parking Demand

Batting Cage Demand

Rex's Baseball Batting Cage is a stand-alone use that contains eight (8) batting cages and 18 parking spaces (1 ADA, 17 regularly striped stalls) to serve patrons. Rex's operates Monday through Thursday 1:00 PM – 9:00 PM, Friday & Saturday 11:00 AM – 9:00 PM, and Sunday 11:00 AM – 7:00 PM.

Walker conducted a cage activity and parking count at the Rex's during weekday hours of 5:00 PM through 8:00 PM on a Thursday, thus capturing a reference for a comparable business in a nearby area, supplementing the bulk of Walker's parking study at the proposed project site. The results of the data collection are as follows:

- Peak parking demand occurred at 5:00 PM when there were 5 vehicles parked in Rex's parking lot while 5 batting cages were in use.
- At 6:00 PM, there were 4 vehicles parked and 4 batting cages in use.
- At 7:00 PM and 8:00 PM, there were 3 vehicles parked and 3 batting cages in use.

- The resulting ratio of parked vehicles per batting cages in use was 1.0. In other words, the observed parking demand ratio was 1 vehicle per batting cage in use.

To apply the findings from the vehicle counts at Rex's to the proposed MAP project, we employ a vehicles per batting cage in-use ratio. In this case, the ratio was 1 vehicle per batting cage. Since MAP will have three batting cages, we project that at peak, there will be at least three vehicles, since there are three batting cages. To account for at least one employee onsite, we add a .33 space per cage ratio, for a total batting cage ratio of 1.33 per cage.

Personal Training (Gym) Demand

As discussed previously, the MAP facility will also feature 877 square feet of personal training space. Since this area will function as a personal training area, it differs from that of traditional gym or health club space. For example, per the Gardena municipal code, the minimum parking requirement for a physical fitness center or health club is 1 parking space per every 150 square feet of gross floor area. That means that the requirement is 6 parking spaces for an 877 square foot space. Similarly, the ULI/Shared Parking Model lists a base ratio of 7 spaces per 1,000 square feet of gross leasable area. However, since the area is intended to be used for personal training only, and since there will only be two trainers onsite working under a one-on-one training scheme, we project that the training area will generate four parking spaces under typical conditions.

Total MAP Parking Demand

If we add the three (3) spaces projected to be needed for the batting cages at 1.33 per cage, plus the four (4) spaces projected to be needed for the personal training area (2 for trainers, 2 for trainees), and add potential overlap of clients waiting for a training session to begin or for a cage to open up, we project a need for thirteen (13) parking spaces under peak conditions. However, peak conditions are not expected to occur at all times. Under typically busy conditions, there may be 11 spaces in demand, or 85 percent of peak.

As noted previously, given that MAP will share 13 (after the lot is restriped) parking spaces with another tenant, and because the other tenant closes (at 2:30 PM) well before the peak at MAP is projected to occur (after 5:00 PM), most if not all of MAP's parking demand should be accommodated onsite assuming sharing of all onsite spaces occurs. However, if MAP is only allocated a portion of spaces to use onsite, it may need to rely on street parking.

The following section shows the results of the on-street parking counts conducted on the streets surrounding MAP.

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On-Street Parking Demand

STREET	SUPPLY	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7 PM	8PM
HALLDALE	39	17	24	30	28	31	29	29	20	3	2	4	3
132 ST	27	20	21	23	23	26	27	24	19	14	14	16	16
NORMANDIE	20	8	12	18	16	10	9	5	3	3	2	2	1
130 ST	28	24	27	16	28	26	26	26	27	22	23	23	25
TOTAL	114	69	84	87	95	93	91	84	69	42	41	45	45
OCC		**61%**	**74%**	**76%**	**83%**	**82%**	**80%**	**74%**	**61%**	**37%**	**36%**	**39%**	**39%**
AVAILABLE (STUDY AREA)		**45**	**30**	**27**	**19**	**21**	**23**	**30**	**45**	**72**	**73**	**69**	**69**
AVAILABLE (HALLDALE)		**22**	**15**	**9**	**11**	**8**	**10**	**10**	**19**	**36**	**37**	**35**	**36**

Table 2. | Source: Data. Walker Consultants, 2025.

Table 2 shows the parked vehicle counts for each street during weekday hours from 9:00 AM to 8:00 PM. Weekday evening counts reflect low utilization rates for on-street parking in the study area, with an average of 37% from 5:00 PM to 8:00 PM. This means that out of a total inventory of about 114 spaces, 70± of them were free during the evening hours, when MAP activity is projected to be at its highest. The availability of parking at these times is reflective of the non-residential, industrial zoning of the site area. Observing the peak hours, occupancy does not surpass 83%, meaning at any moment, there will be at least 19 parking spaces available across all four streets.

A more granular view of the data shows that during the 12:00 PM count when there were 19 spaces available on street in the study area, 11 of those were along Halldale Ave, specifically spaces located along the same block as MAP. Between 4:00 PM and 8:00 PM when MAP activity is projected to peak, there were 19-37 spaces available along Halldale Ave. Since Halldale Ave is likely the first street that MAP patrons will search for parking if they do not find a space onsite, the results of the occupancy counts indicate that there is sufficient available capacity on the street, specifically Halldale Ave, to accommodate MAP patrons without negatively impacting surrounding businesses.

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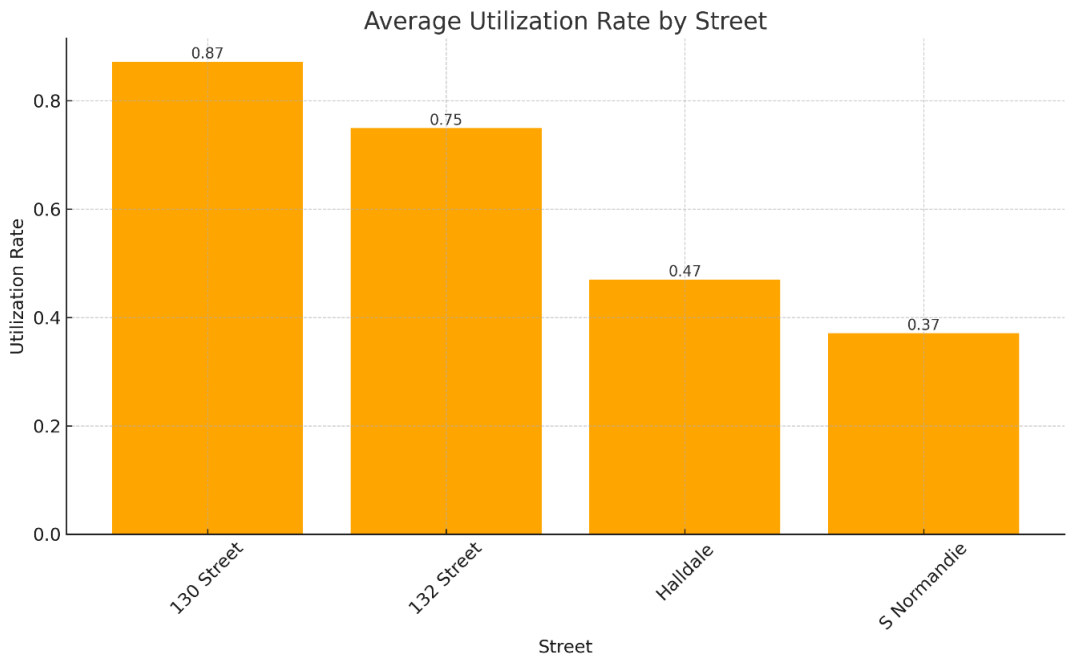

Table 3. | Source: Data. Walker Consultants, 2025.

Table 3 highlights average parking space utilization by Street. 130th Street has the highest average occupancy rate at 87%, along with 132nd Street, which has an occupancy rate of 75%. Both are edged by residential lots, suggesting that the high occupancy rate is due to shared parking by residents and employees. Normandie Avenue has the lowest occupancy rate at 37%. This may be because Normandie is a high-traffic arterial, and users are choosing to park on less busy streets.

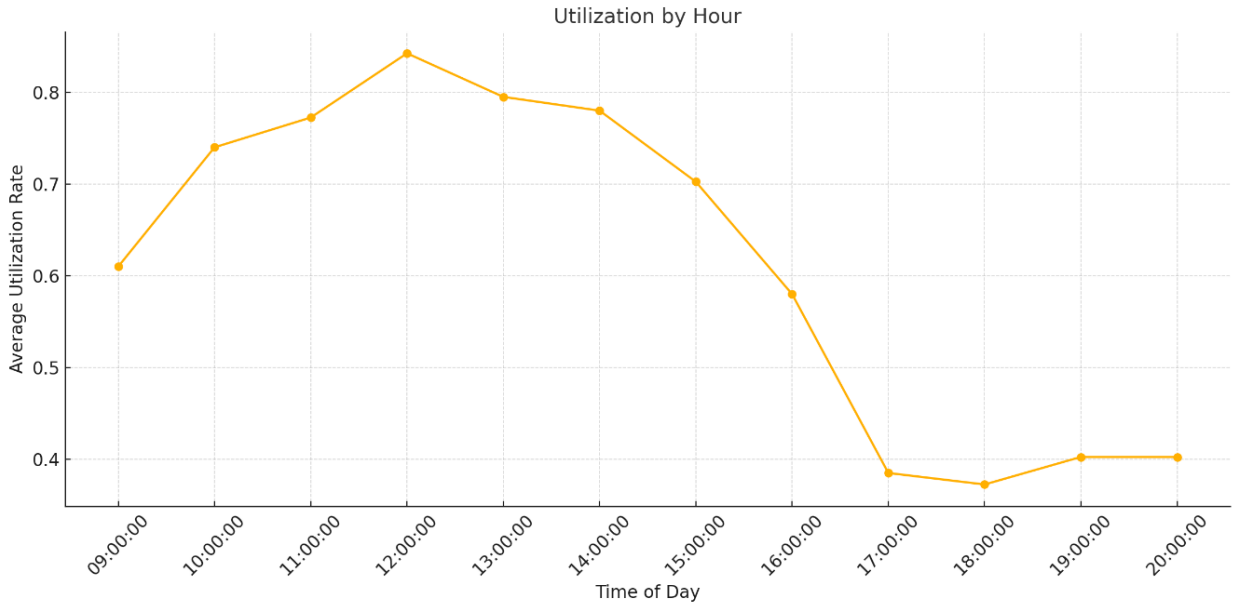

Table 4. | Source: Data. Walker Consultants, 2025.

The line graph in Table 4 reveals average parking occupancy rates across all four streets over a typical weekday. The gradual rise and fall of the line suggests consistent usage patterns tied to daily routines, including working hours and commercial activity. It highlights distinct peak and low periods, reflecting higher demand from late morning to the mid-afternoon and lower demand from the early evening into early night hours. These trends are typically expected of demand driven by employee hours and business activities, showing an inverse of parking demand in residential areas. Lower demand periods offer opportunities when inventory increases for alternative business hours, activities, and users.

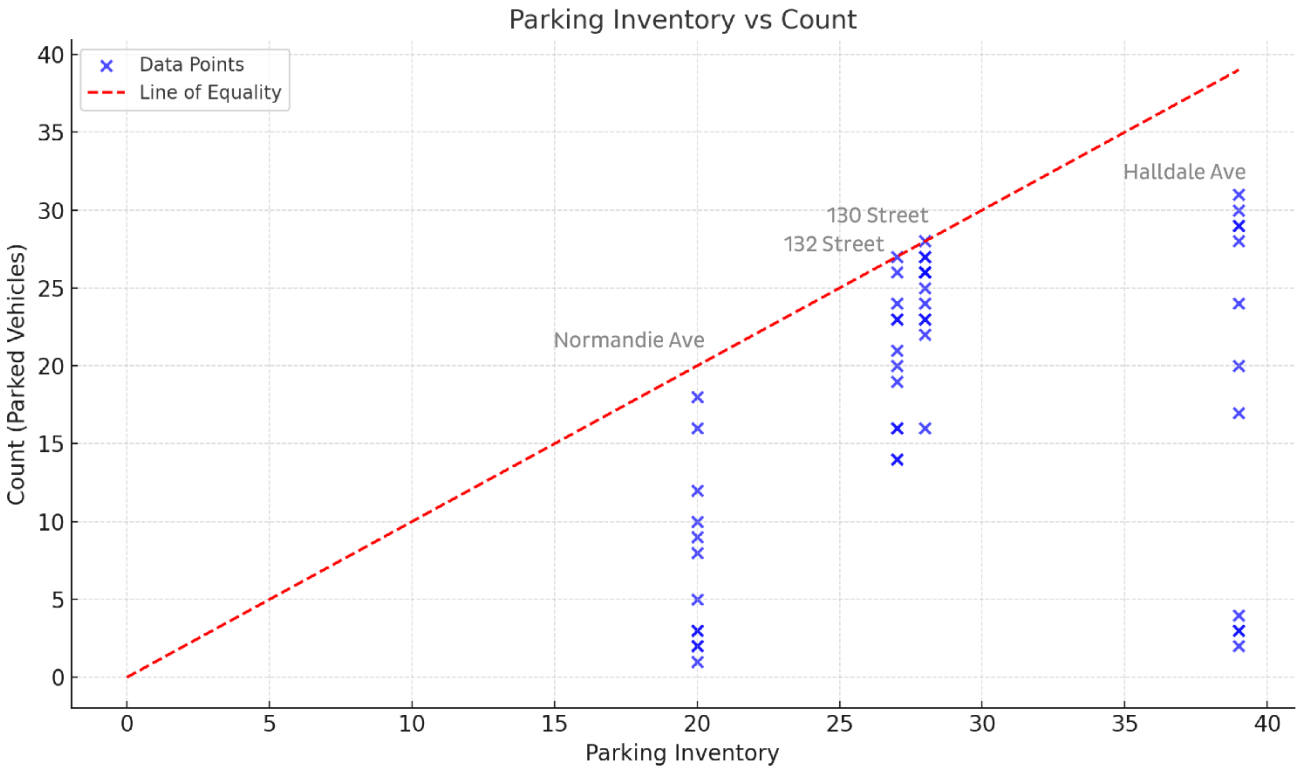

Table 5. | Source: Data. Walker Consultants, 2025.

Table 5 Illustrates the relationship between parking inventory for each street and the number of vehicles observed parked across all the streets, illustrating the distribution of counts in relation to the inventory' i.e. the fluctuation in occupancy. The diagonal line of equality is the boundary between under and overcapacity. Points near the line reflect efficient utilization, when the number of observed vehicles closely match inventory. The more equally distributed the data points are, the less strain that street experiences through the day. If points are consolidated near the line, that suggests that the street is consistently near capacity. On the other hand, points with space between the line of equality or consolidated at the bottom suggest underutilization of a street.

Streets Inventories:

- Normandie Ave – 20
- W 132nd Street – 27
- W 130th Street – 28
- Halldale Ave – 39

Halldale Ave has a steady distribution of points, which means it consistently has parking spaces open, even during peak demand hours. The same is true for Normandie Ave, although it neared its capacity more than Halldale did. Both 130th and 132nd streets were consistently near or at capacity, reflecting efficient utilization. However, that efficiency also means there is limited room for additional vehicles throughout the day as spaces are consistently occupied.

PARKING NEEDS FINDINGS

- Walker's study indicates that there is consistent availability of parking throughout the day for patrons to utilize on-street parking should it be needed within a 1500-foot radius of MAP's facility.

- Walker projects that under peak conditions, MAP will need 13 parking spaces. Given that MAP will share a 13-space parking lot with another tenant, and that the tenant's business closes weekdays at 2:30 PM, well before MAP is projected to peak (5:00 PM), there are possible efficiencies to be gained in sharing parking if allowed. However, if MAP is only allowed to utilize seven (7) onsite spaces, the additional six (6) spaces needed during the peak could be found on the street without materially impacting the surrounding neighborhood or its businesses and residents. Along Halldale Avenue, there were only 2-4 vehicles parked between 5:00 PM and 8:00 PM when Walker conducted counts, which means that there were more than 35 on-street parking spaces available on Halldale Avenue in front of the MAP site.

- Parking utilization for the block on which MAP will be located trends with a rise from 9:00 AM to 11:00 AM, a peak at noon, and a 10% – 20% decrease in hourly utilization from 2:00 PM to 5:00 PM. From 5:00 PM on, utilization maxes at under 40%. In other words, after 5:00 PM during weekdays, there are approximately 70 spaces available on the streets surrounding the MAP facility, with about 35± along Halldale Ave alone.

- In Walker's professional opinion, available on-street parking spaces are an asset that should be utilized for public goods such as economic development, facilitation of the transportation system, and general public use. Providing parking for a business and public use during off hours for other area businesses is efficient and desirable and the use for which on-street parking in a generally commercial area is intended.

- Ultimately, Walker projects that there will be no material parking impact to the surrounding community as there is sufficient onsite and on-street parking available to appropriately accommodate parking demand generated by MAP during peak periods and because a remaining 35± space on-street parking space surplus is projected along Halldale Ave directly fronting the MAP facility.

END OF MEMO

Docusign Envelope ID: 860B8CF7-BB1A-4926-9077-05FAEA27B88F

RESOLUTION NO. 6706

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, APPROVING CONDITIONAL USE PERMIT #1-25 TO ALLOW AN INDOOR BATTING CAGE WITHIN AN EXISTING 5,677- SF WAREHOUSE LOCATED IN THE INDUSTRIAL (M-1) ZONE LOCATED AT 13008 HALLDALE AVENUE IN THE INDUSTRIAL (M-1) ZONE, AND FINDING THE PROJECT EXEMPT UNDER CEQA GUIDELINES SECTION 15301 (CLASS 1 - EXISTING FACILITY).

RECITALS

WHEREAS in January 2025, Peter Girgis ("Representative"), submitted an application on behalf of Maximize Athletic Performance ("Applicant") for a conditional use permit to operate an indoor batting cage facility (the "Project") within the existing warehouse space at 13008 Halldale Ave., (the "Subject Property").

WHEREAS the Applicant proposes minor tenant improvements to an existing 5,677 sf warehouse to accommodate an indoor batting cage and athletic training facility. Interior improvements will include the installation of batting cages of various sizes to accommodate different skill levels and training needs, along with dedicated areas for one-on-one coaching and personalized athletic training. As part of the proposed improvements, the applicant plans to restripe the parking lot to comply with current zoning and dimensional standards.

WHEREAS the General Plan Land Use Plan and Zoning designation of the Property is Industrial Zone (M-1) as are the properties to the to the north, east, south and west.

WHEREAS on April 24, 2025, the Planning and Environmental Quality Commission held a duly noticed public hearing at which time it considered all the material and evidence presented by staff, the applicant, and the public, whether written or oral and adopted Resolution No. PC 6-25, approving the Project.

WHEREAS on May 13, 2025, Council Member Francis called the decision of the Planning Commission for review, which was seconded by Council Member Love; and

WHEREAS, on June 10, 2025 the City Council held a duly noticed public hearing on the Project, at which time it considered all evidence presented, both oral and written.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Conditional Use Permit #1-25 Findings. Conditional Use Permit #1-25 to allow the operation of an indoor batting cage facility within an existing warehouse in the M-1 zone, as shown on Exhibit A, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit B:

A. The use applied for at the location set forth in the application is properly one for which a conditional use permit is authorized by this chapter.

Docusign Envelope ID: 860B8CF7-BB1A-4926-9077-05FAEA27B88F

Pursuant to Gardena Municipal Code ("GMC") section 18.46.030.C.9, a conditional use permit is required for "uses which are not specifically listed which in no way are determinantal to surrounding properties or uses permitted in the zone and which are not permitted as a similar use". The proposed indoor batting cage facility is not a use that is specifically listed nor is it similar to any other use in the M-1 zone. The proposed use will not be more detrimental to surrounding properties or uses than those already permitted in the M-1 zone. The Project will include multiple batting cages and training areas within a 5,677-square-foot existing warehouse space in the M-1 zone. Therefore, the application for a conditional use permit is deemed proper.

B. Such use is necessary or desirable for the development of the community and is compatible with the surrounding uses, is in harmony with the general plan, is not detrimental to the surrounding properties, existing uses, or to uses specifically permitted in the zone in which the proposed use is to be located, and will not be detrimental to the public health, safety, or welfare.

The Project is compatible with the surrounding uses in the area, as it is located within a warehouse tenant space that will accommodate the room needed for the use. The nature of the use, which will be entirely indoors and largely by appointment, helps ensure limited disruption to surrounding areas. The proposed use will not negatively impact on the surrounding properties, existing businesses, or the general public's health and safety.

The Project is consistent with the following General Plan Goals:

- Economic Development Plan ED Goal 1: Promote a growing and diverse business community that provides jobs, goods, and services for the local and regional market and maintains a sound tax base for the City, encourages diversification of businesses to support the local economy, and provides a stable revenue stream.

- Economic Development Goal 2: Expand, retain and revitalize quality businesses.

- Economic Development Goal 3: Attract desirable business to locate in the City.

The Project contributes to a diversified business landscape by introducing a unique serviced-based recreation and a athletic training use not currently well- represented in the area. It caters to both local and regional clientele, generating economic activity while providing a valuable service to the youths and families. By occupying and enhancing an underutilized warehouse space, the project supports the City's efforts.

C. The site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping, and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood.

Docusign Envelope ID: 860B8CF7-BB1A-4926-9077-05FAEA27B88F

The Subject Property, located within an existing industrial zone, is adequate in size, shape, and configuration to support the proposed indoor batting cage and athletic training facility. The 5,677-square-foot warehouse offers sufficient interior area to accommodate the tenant improvements, including multiple batting cages, training areas, restrooms upgraded to ADA standards, and circulation space for clients and staff. All required site features, including building setbacks, landscaping buffers, and screening, either currently exist or can be accommodated through minor site upgrades as part of the Project. Furthermore, the Project includes a proposal to re-stripe the on-site parking lot to bring parking spaces into conformance with current City standards, ensuring that vehicle circulation and parking needs are appropriately addressed. Therefore, the site is already adequate in size and shape.

D. The site for the proposed use relates to streets and highways properly designed and improved so as to carry the type of quantity of traffic generated or to be generated by the proposed use.

In accordance with GMC Section 18.40.040, there is no specific parking requirement identified for an indoor batting cage facility. The applicant commissioned a parking study prepared by Walker Consultants to assess the anticipated parking demand based on the comparable land uses. The proposed facility is required to provide 10 spaces; currently the site provides 14 spaces. With the proposed restriping, the total number of spaces will be reduced to 13 spaces. The remaining tenant in the building will require 7 parking spaces per GMC, resulting in a total on-site parking shortfall of 4 spaces. The Circulation Plan, which is part of the Community Development Element of the Gardena General Plan, designates West 130th Street and Halldale Avenue as a local street. Local streets are designed to provide vehicular, pedestrian, and bicycle access to individual parcels throughout the City. They are intended to carry low volumes of traffic and allow unrestricted parking. The Applicant’s request to operate an indoor batting cage is not anticipated to generate traffic beyond the current levels, and it is unlikely to impact the area's circulation. Staff do not foresee any adverse traffic impacts related to the Subject Property.

E. The conditions stated in the decision are deemed necessary to protect the public health, safety and general welfare.

The conditions of approval have been drafted and are attached here as Exhibit B. These conditions will help protect the public health, safety, and general welfare of the surrounding uses, residents, and businesses in the area.

Docusign Envelope ID: 860B8CF7-BB1A-4926-9077-05FAEA27B88F

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

The Project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to the following exemption:

A. Class 1—Section 15301 - Existing Facilities - the building in which the Project is proposed already exists. The Project will not include any alterations to the existing building footprint nor the exterior façade as previously approved. The building in which the indoor batting cage facility would be wholly contained is an existing warehouse space, originally constructed in 1978 for warehouse use. As a result, the Project is not considered an expansion of use.

B. The Project is not subject to any of the exceptions to the exemptions under Section 15300.2 of CEQA. The cumulative impact of establishing the indoor batting cage facility is not considered significant. The project is not located along any state-designated scenic highway nor within any designated hazardous waste site. The building where the batting cage facility will be located is not considered a significant historical structure by any governmental body. Staff does not expect any significant impacts or unusual circumstances related to the approval of this Project.

C. Staff is hereby directed to file a Notice of Exemption.

SECTION 3. Custodian of Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. All summaries of information in the findings which precede this section are based on the entire record. The absence of any particular fact from any summary is not an indication that a particular finding is not based in part on that fact. The documents and materials that constitute the record of proceedings on which these findings and approval are based are located in the Community Development Department at Gardena City Hall, 1700 W. 162nd Street, Gardena, California 90247. The Custodian of Records is Greg Tsujiuchi, Community Development Director, who can be reached at (310) 217-9546 or gtsujiuchi@cityofgardena.org.

SECTION 4. Effective Date. This 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

Docusign Envelope ID: 860B8CF7-BB1A-4926-9077-05FAEA27B88F

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 June, 2025.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

Exhibit A – Project Plans
Exhibit B – Conditions of Approval

INTERIOR ALTERATION FOR BATTING CAGES & GYM SPACE

LOCATED AT
13008 HALLDALE AVENUE
GARDENA, CA 90249

SYMBOLS

- 0 / A0.00 — DETAIL NUMBER / SHEET NUMBER (BLANK IF SAME SHEET)
- 0 / A0.00 — ELEVATION/SECTION NUMBER / SHEET NUMBER (BLANK IF SAME SHEET)
- ROOM NAME / RMNO — ROOM NAME AND NUMBER
- 101A — DOOR NUMBER
- A — WINDOW NUMBER
- 01 — KEYNOTE
- 1 — REVISION REFERENCE
- 6'-0" — DIMENSION LINE - NUMBER TO LEFT OR TOP OF LINE
- CENTERLINE DIMENSION, ELEVATION FLOOR HEIGHT, FINISH INDICATOR LINE
- BREAK IN LINE, DETAIL OR DIMENSION
- FLOORS, CEILING LINE (ELEVATIONS, SECTIONS)
- ALIGN FINISHED SURFACE
- F.E.C. — FIRE EXTINGUISHER CABINET
- XX — GRID LINE REFERENCE: NUMBERS SHALL RUN HORIZONTALLY AND LETTERS RUN VERTICALLY IN GRID PATTERN
- ROOM NAME / ROOM NAME / ROOM AREA / K / XXX / XX — OCCUPANCY LOAD; OCCUPANCY FACTOR; OCCUPANCY GROUP
- A / 1 4 — WALL TYPE; TYPE DESIGNATION, SEE A8.01; STUD SIZE (4=2X4, 6=2X6)
- REQUIRED RATING (=RATING NOT REQUIRED; 1= 1/2 HR; 3= 1 HR; 2= 2 HR)
- N — NORTH ARROW
- PROPERTY LINE
- A / B / C / D / 0 / A0.00 — INT. ELEV. REFERENCE
- SD — SMOKE DETECTOR
- EMERGENCY EXIT SIGN

ARCHITECTURAL ABBREVIATIONS

A/C	AIR CONDITIONING	JAN.	JANITOR
A.C. TILE	ACOUSTICAL CEILING	JT.	JOINT
ACOUS.	ACOUSTICAL		
ADJ.	ADJACENT	KIT.	KITCHEN
ADJUST.	ADJUSTABLE		
A.F.F.	ABOVE FINISH FLOOR	LAM.	LAMINATE
ALUM.	ALUMINUM	LAV.	LAVATORY
AMP.	AMPERE	LBS.	POUNDS
APPROX.	APPROXIMATE	L.H.	LEFT HAND
ARCH.	ARCHITECTURAL	LT.	LIGHT
BD.	BOARD	MAINT.	MAINTENANCE
BLDG.	BUILDING	MAS.	MASONRY
BLK.	BLOCK	MATL.	MATERIAL
BLKG	BLOCKING	MAX.	MAXIMUM
BOT.	BOTTOM	MECH.	MECHANICAL
		MFR.	MANUFACTURER
CAB.	CABINET	MIN.	MINIMUM
C.B.	CORNER BEAD	MISC.	MISCELLANEOUS
CEM.	CEMENT	M.WK.	MILLWORK
CLG.	CEILING	M.O.	MASONRY OPENING
CLOS.	CLOSET	MTD.	MOUNTED
CLR.	CLEAR	MTL.	METAL
CLR. OPEN.	CLEAR OPENING	MUL.	MULLION
C.M.U.	CONCRETE MASONRY UNIT		
COL.	COLUMN	N.	NORTH
CONC.	CONCRETE	N.I.C.	NOT IN CONTRACT
CONN.	CONNECTION	NO.	NUMBER
CONT.	CONTINUOUS	NOM.	NOMINAL
CONTR.	CONTRACTOR	N.T.S.	NOT TO SCALE
CORR.	CORRIDOR		
CPT.	CARPET	O.C.	ON CENTER
C.T.	CERAMIC TILE	O.D.	OUTSIDE DIAMETER
CTR.	CENTER	OFF.	OFFICE
CW	COLD WATER	OPNG.	OPENING
		OPP.	OPPOSITE
D.	DEEP		
DBL.	DOUBLE	PL.	PLATE
DED.	DEDICATED	P.LAM.	PLASTIC LAMINATE
DEPT.	DEPARTMENT	PLAS.	PLASTER
D.F.	DRINKING FOUNTAIN	PLUMB.	PLUMBING
DIA.	DIAMETER	PLYWD.	PLYWOOD
DIAG.	DIAGONAL	PNL.	PANEL
DIM.	DIMENSION	PR.	PAIR
DN.	DOWN	PROJ.	PROJECTION
DR.	DOOR	PT.	POINT
D.S.P.	DRY STAND PIPE	PTN.	PARTITION
DTL.	DETAIL		
DWG.	DRAWING	R.	RISER
DWR.	DRAWER	RAD.	RADIUS
		REF.	REFERENCE
E.	EAST	REFR.	REFRIGERATOR
EA.	EACH	REINF.	REINFORCED
E.F.	EXHAUST FAN	REQ'D.	REQUIRED
ELEV.	ELEVATION	RESIL.	RESILIENT
ELEC.	ELECTRIC	R.H.	RIGHT HAND
EL.	ELEVATOR	RM.	ROOM
EQ.	EQUAL	R.O.	ROUGH OPENING
EXIST.	EXISTING	R.Y.S.B.	REAR YARD SETBACK
EXP.	EXPANSION		
EXP'D.	EXPOSED	S.	SOUTH
EXT.	EXTERIOR	S.C.	SOLID CORE
		SCHED.	SCHEDULE
F.D.	FLOOR DRAIN	SECT.	SECTION
F.E.C.	FIRE EXTINGUISHER CABINET	SEP.	SEPARATE
F.H.C.	FIRE HOSE CABINET	SHT.	SHEET
FIN.	FINISH	SIM.	SIMILAR
FIXT.	FIXTURE	S.L.	SKYLIGHT
FLR.	FLOOR	SPEC.	SPECIFICATION
FLUOR.	FLUORESCENT	S. Q.	SQUARE
F.O.C.	FACE OF COLUMN	S.S.	STAINLESS STEEL
F.O.F.	FACE OF FINISH	STD.	STANDARD
F.O.M.	FACE OF MASONRY	STG'D.	STAGGERED
F.O.S.	FACE OF STUD	STL.	STEEL
F.S.	FLOOR SINK	STOR.	STORAGE
FT.	FOOT OR FEET	STRUCT.	STRUCTURAL
FULL	FULL SIZE	SUSP.	SUSPENDED
FURN.	FURNITURE	SYM.	SYMMETRICAL
FURR.	FURRING	S.Y.S.B.	SIDE YARD SETBACK
F.Y.S.B.	FRONT YARD SETBACK		
		T.	TREAD
GAL.	GALLON	TEL.	TELEPHONE
GA.	GAUGE	TEMP.	TEMPERED
GALV.	GALVANIZED	T&G	TONGUE AND GROOVE
G.C.	GENERAL CONTRACTOR	T.O.W.	TOP OF WALL
G.F.I.	GROUND FAULT INTERRUPT	TYP.	TYPICAL
GL.	GLAZING	U.L.	UNDERWRITERS LABORATORY
GRND.	GROUND	UNF.	UNFINISHED
GR.	GRADE	U.N.O.	UNLESS NOTED OTHERWISE
GYP.	GYPSUM	U.O.N.	UNLESS OTHERWISE NOTED
GYP. BD.	GYPSUM WALLBOARD		
H.	HIGH	V.	VOLTS
H.C.	HOLLOW CORE	V.C.T.	VINYL COMPOSITION TILE
HDWD.	HARDWOOD	VERT.	VERTICAL
HDWE.	HARDWARE	VEST.	VESTIBULE
H.M.	HOLLOW METAL	V.I.F.	VERIFY IN FIELD
HORIZ.	HORIZONTAL		
HR.	HOUR	W.	WEST
HT.	HEIGHT	W/	WITH
H.V.A.C.	HEATING, VENTILATION & AIR CONDITIONING	W.C.	WATER CLOSET
		WD.	WOOD
HW	HOT WATER	W.H.	WATER HEATER
		W/O	WITHOUT
I.D.	INSIDE DIAMETER	WP.	WATERPROOF
IN.	INCH	W.R.	WATER RESISTANT
INSUL.	INSULATION	WT.	WEIGHT
INT.	INTERIOR		

PROJECT DIRECTORY

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CHOY FAMILY TRUST
4952 CORSICA DR
CYPRESS, CA 90630
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EMAIL: MRTOBYCHOY@GMAIL.COM

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INGLEWOOD, CA 90304
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TEL: (310) 465-8868
EMAIL: MAXIMIZEAP@GMAIL.COM

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PARKING ENGINEER
WALKER CONSULTANTS
707 WILSHIRE BLVD, SUITE 3650
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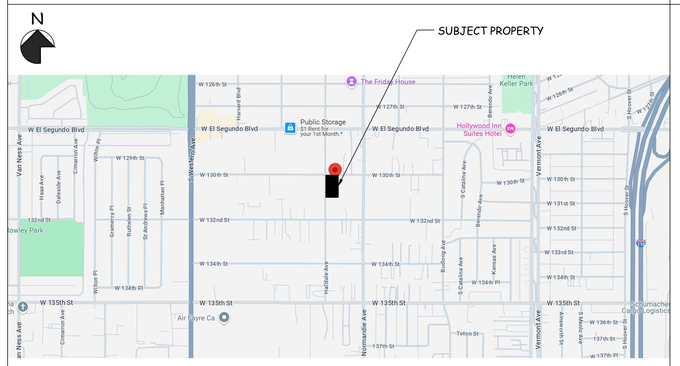
CONTACT: DANIEL J. GARCIA
TEL: (818) 207-8424
EMAIL: DGARCIA@WALKERCONSULTANTS.COM

VICINITY MAP



SHEET INDEX

ARCHITECTURAL

A0 PROJECT INFORMATION
A1 EXISTING-DEMO SITE PLAN
A2 EXISTING FLOOR PLAN
A3 EXISTING BUILDING ELEVATIONS
A4 PROPOSED SITE PLAN, SECURITY PLAN & EXISTING SITE LIGHTING PLAN
A5 PROPOSED FLOOR PLAN

PROJECT INFORMATION

ZONING INFORMATION
M-1 INDUSTRIAL ZONE

ASSESSOR PARCEL NUMBERS
6102-004-016 (LOS ANGELES COUNTY)

LEGAL DESCRIPTION
PARCEL 1 & 2 OF PARCEL MAP #531-77, IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 112 PAGE 26, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION OF WORK:
1. (3) NEW BATTING CAGE
2. NEW GYM AREA

APPLICABLE CODES:
2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA GREEN BUILDING STANDARD CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA PLUMBING
2022 CALIFORNIA FIRE CODE
2025 CITY OF GARDENA ZONING CODE

BUILDING AREA BREAKDOWN:

BUILDING ENTRANCE

HALL 1	69 S.F.

TENANT A (ADJACENT TENANT N.I.C.)

MANUFACTURING	4,800 S.F.
OFFICE 1 & 2	653 S.F.
RESTROOM 1	56 S.F.
RESTROOM 2	56 S.F.
HALL 2	129 S.F.
HALL 3	54 S.F.
TOTAL	5,748 S.F.

TENANT B (SUBJECT TENANT)

BATTING CAGE	4,310 S.F.
GYM	874 S.F.
OFFICE	140 S.F.
RESTROOM 1	78 S.F.
RESTROOM 2	91 S.F.
MOP SINK	14 S.F.
HALL 2	152 S.F.
TOTAL	5,659 S.F.

SITE & BUILDING STATISTICS:

	CODE REQUIREMENT	EXISTING	PROPOSED
PROJECT LOT AREA		39,408 S.F. (0.9 ACRES)	EXISTING TO REMAIN (NO CHANGE)
SUBJECT BUILDING A:			
CONSTRUCTION TYPE		III-B	EXISTING TO REMAIN (NO CHANGE)
FLOOR AREA		11,476 S.F. (ENTIRE BUILDING) 5,184 S.F. (SUBJECT SPACE)	EXISTING TO REMAIN (NO CHANGE) EXISTING TO REMAIN (NO CHANGE)
SETBACKS			
FRONT		±60'-5/8"	EXISTING TO REMAIN (NO CHANGE)
SIDE - NORTH		±0'-3"	EXISTING TO REMAIN (NO CHANGE)
SIDE - SOUTH		±0'-1 1/2"	EXISTING TO REMAIN (NO CHANGE)
REAR		±0'-2 3/8"	EXISTING TO REMAIN (NO CHANGE)
HEIGHT		±21'-5"	EXISTING TO REMAIN (NO CHANGE)
NUMBER OF STORY		1 STORY	EXISTING TO REMAIN (NO CHANGE)
USE - OCCUPANCY		B (BUSINESS)	EXISTING TO REMAIN (NO CHANGE)
PARKING ANALYSIS			
		TENANT A: MANUFACTURING MANUFACTURING 4,800 S.F. @ 750 S.F./SPACE = 7 OFFICE 653 S.F. @ 300 S.F./SPACE = 3 1 SPACE PER VEHICLE FOR THE BUSINESS = 1 TOTAL = 11	TENANT B: SUBJECT SPACE BATTING CAGE 3 LANES @ 1 SPACE/LANE = 3 GYM 874 S.F. @ 150 S.F./SPACE = 6 OFFICE 140 S.F. @ 300 S.F./SPACE = 1 TOTAL = 10
		TENANT B: MANUFACTURING MANUFACTURING 5,184 S.F. @ 750 S.F./SPACE = 7 OFFICE 140 S.F. @ 300 S.F./SPACE = 1 1 SPACE PER VEHICLE FOR THE BUSINESS = 1 TOTAL = 9	
		TOTAL REQUIRED 20 PARKING SPACES TOTAL PROVIDED 14 PARKING SPACES (1 ACCESSIBLE, 2 REGULAR & 11 NON-COMPLIANT)	TOTAL REQUIRED 21 PARKING SPACES TOTAL PROVIDED 13 PARKING SPACES (1 ACCESSIBLE, 9 REGULAR, 3 COMPACT)

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STUDIO CITY, CA 91604
818-640-1738
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13008 HALLDALE AVENUE
GARDENA, CA 90249

TENANT:
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CONTACT: PETER GIRGIS
310-465-8868
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REVISIONS

	ISSUE	BY	DATE
1	CUP CORRECTIONS	CW	04/01/25

CONSULTANTS:

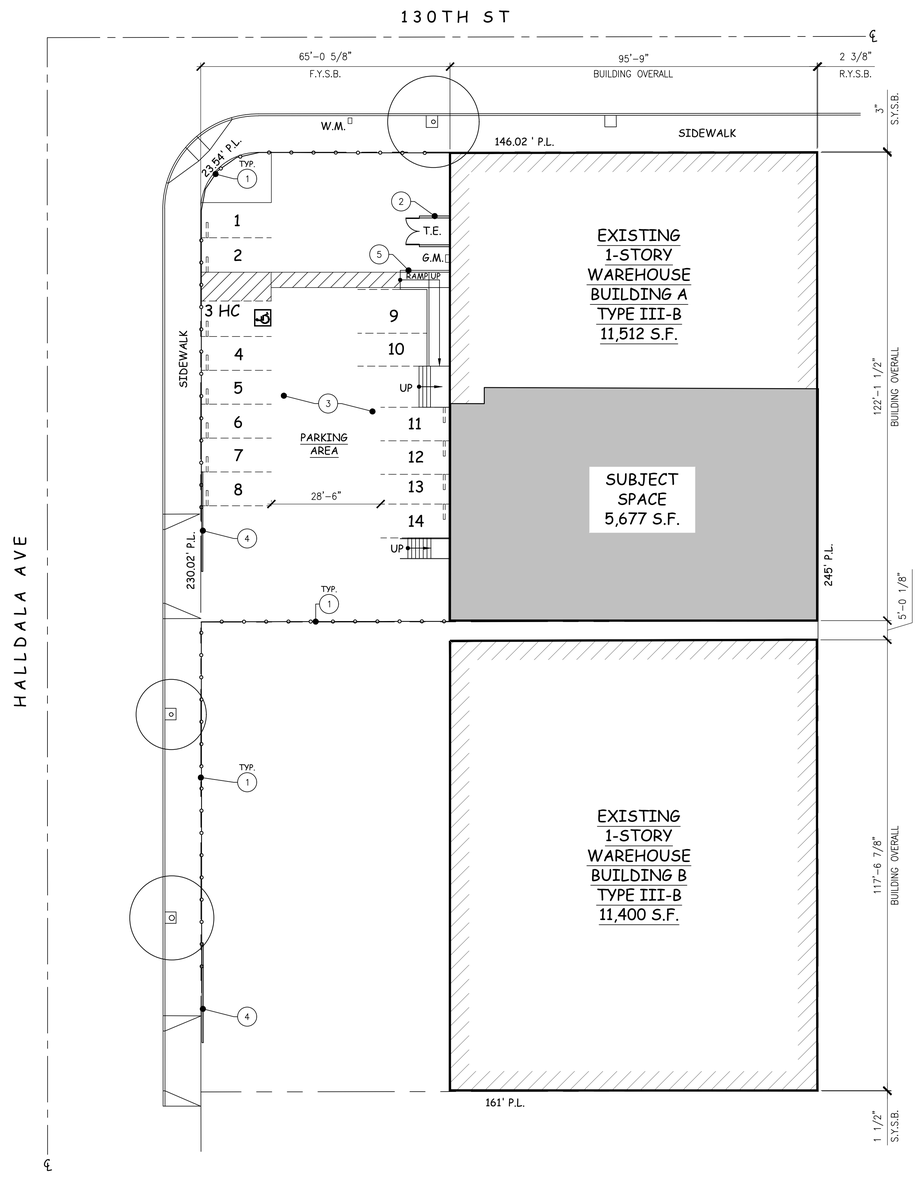
Architect/Engineer Of Record:
LICENSED ARCHITECT
Pui Lin Wong
No. C-38799
EXP. 9/30/2025
STATE OF CALIFORNIA

CONDITIONAL USE PERMIT RESUBMITTAL SET

PROJECT
MAXIMIZE ATHLETIC PERFORMANCE

Sheet Title
PROJECT INFORMATION

Scale: N/A
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025
Job # 241025-01
A0



EXISTING/DEMO SITE PLAN (1)

SCALE: 1/16" = 1'-0" FILE:

SITE PLAN KEYNOTES:

1. EXISTING CHAINLINK FENCE TO REMAIN, REMOVE EXISTING BARB WIRE AT TOP OF CHAINLINK FENCE △1
2. EXISTING TRASH ENCLOSURE TO REMAIN
3. EXISTING PARKING LOT TO BE RESTRIPPED PER PROPOSED SITE PLAN
4. EXISTING GATE TO REMAIN
5. EXISTING ACCESSIBLE RAMP TO REMAIN

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CONSULTANTS:

Architect/Engineer Of Record:

LICENSED ARCHITECT
Pui Lin Wong
No. C-34759
EXP. 9/30/2025
STATE OF CALIFORNIA

CONDITIONAL USE PERMIT RESUBMITTAL SET

PROJECT

MAXIMIZE ATHLETIC PERFORMANCE

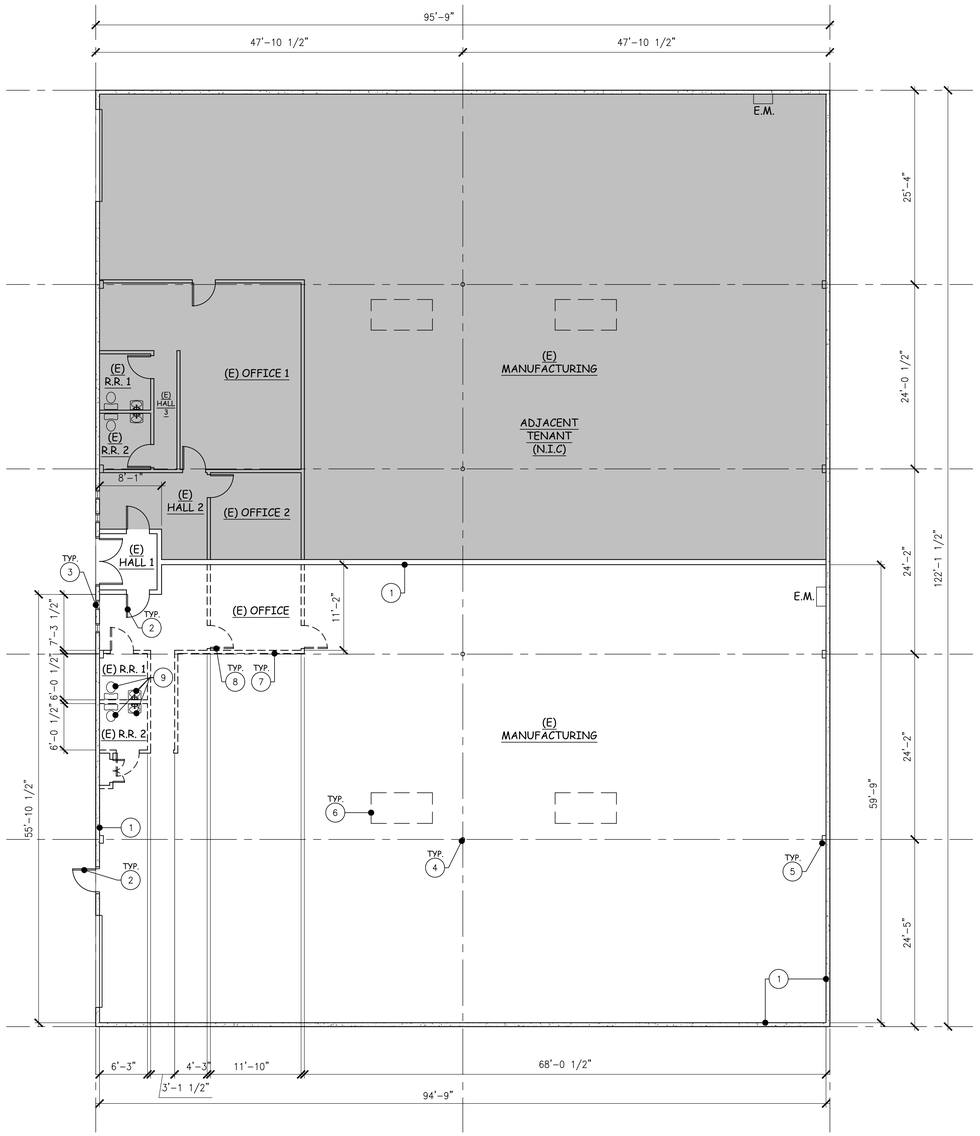
Sheet Title

EXISTING/DEMO SITE PLAN

Scale: 1/16" = 1'-0"
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025

Job # 241025-01

A1



EXISTING FLOOR PLAN (1)

SCALE: 1/8" = 1'-0" FILE:

N

PLAN LEGEND:

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- EXISTING CONCRETE WALL

PLAN KEYNOTES:

1. EXISTING WALL TO REMAIN
2. EXISTING DOOR TO REMAIN
3. EXISTING WINDOW TO REMAIN
4. EXISTING COLUMN TO REMAIN
5. EXISTING PILASTER TO REMAIN
6. EXISTING SKYLIGHT TO REMAIN
7. EXISTING WALL TO BE REMOVED
8. EXISTING DOOR TO BE REMOVED
9. EXISTING PLUMBING FIXTURES TO BE REMOVED, CAP EXISTING PIPES AS REQUIRED

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STATE OF CALIFORNIA

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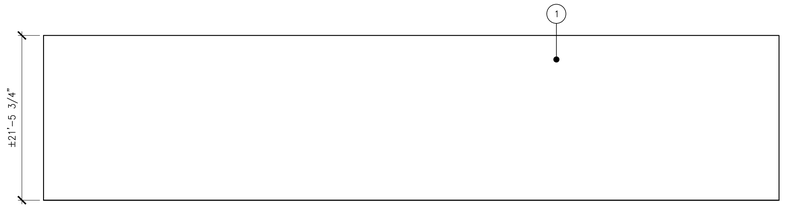
PROJECT
MAXIMIZE ATHLETIC PERFORMANCE

Sheet Title
EXISTING/DEMO FLOOR PLAN

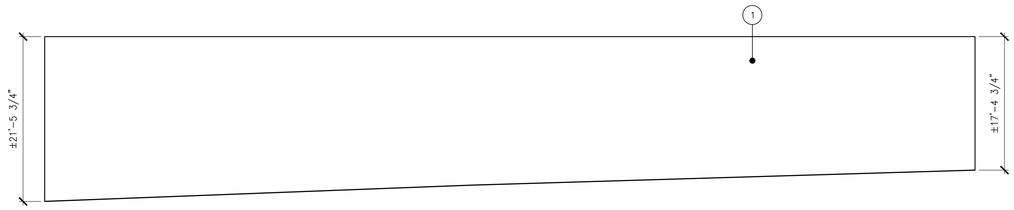
Scale: 1/8" = 1'-0"
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025

Job # 241025-01

A2



EXISTING ELEVATION – SOUTH (4)
SCALE: 1/4"=1'-0" FILE:



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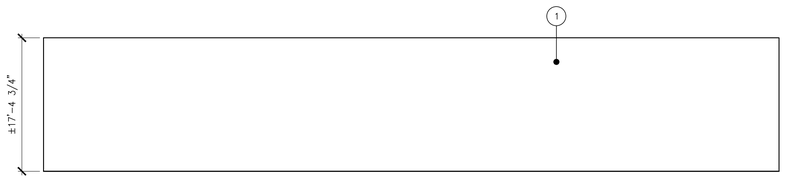
SCALE: 1/4"=1'-0" FILE:



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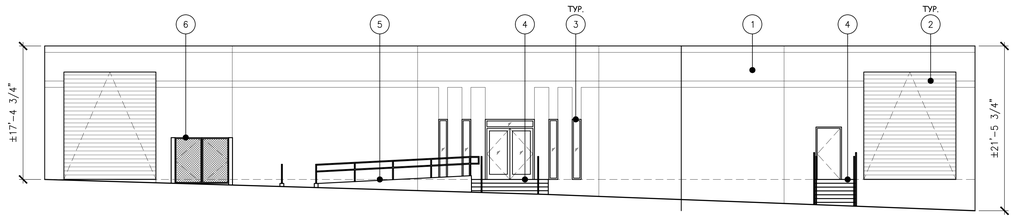
SCALE: 1/4"=1'-0" FILE:



EXISTING ELEVATION – WEST (1)
SCALE: 1/4"=1'-0" FILE:

ELEVATION KEYNOTES:

1. EXISTING CONCRETE WALL TO REMAIN
2. EXISTING DOOR TO REMAIN
3. EXISTING WINDOW TO REMAIN
4. EXISTING CONCRETE STEPS TO REMAIN
5. EXISTING ACCESSIBLE RAMP TO REMAIN
6. EXISTING TRASH ENCLOSURE TO REMAIN

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Pui Lin Wong
No. C-38729
EXP. 9/30/2025
STATE OF CALIFORNIA

CONDITIONAL USE PERMIT RESUBMITTAL SET

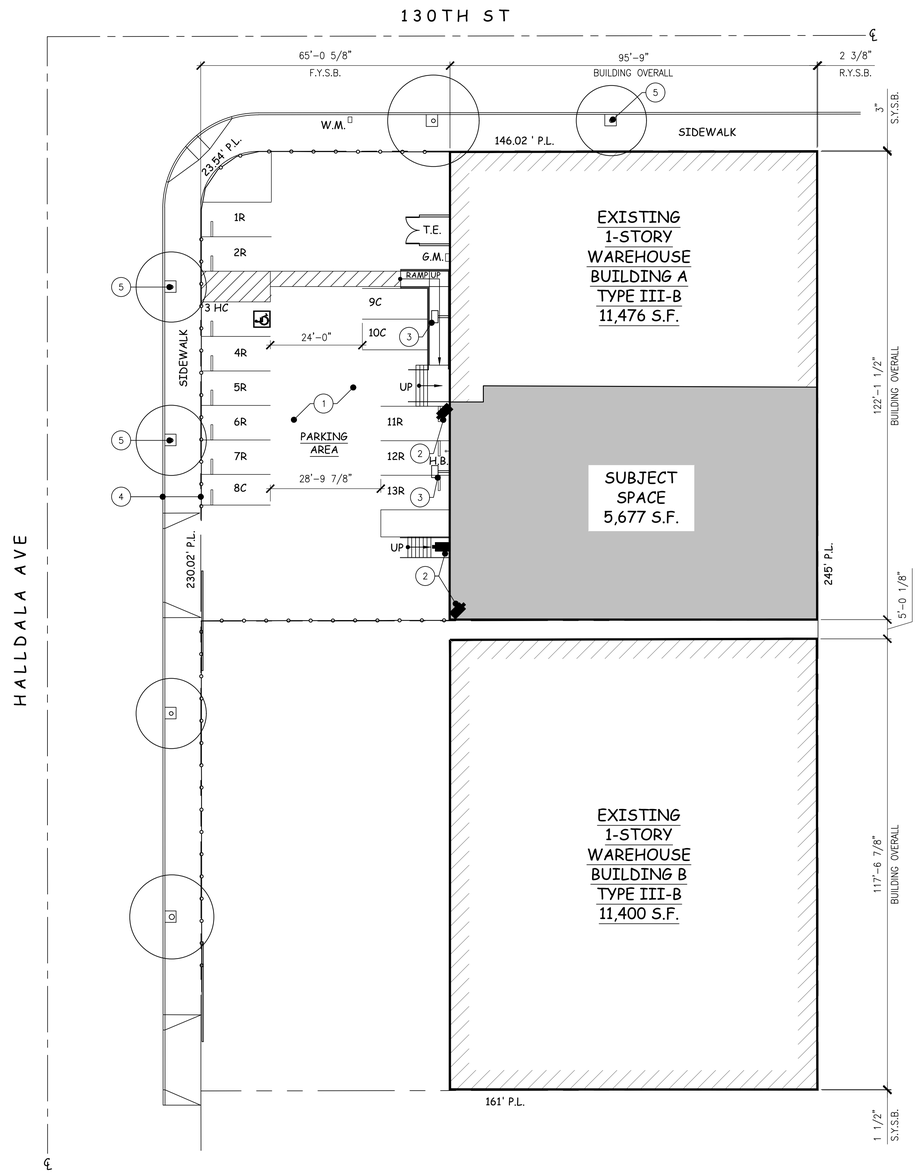
PROJECT
MAXIMIZE ATHLETIC PERFORMANCE

Sheet Title
EXISTING ELEVATIONS

Scale: 1/8"=1'-0"
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025

Job # 241025-01

A3



PROPOSED SITE PLAN (1)

SCALE: 1/16" = 1'-0" FILE:

SITE PLAN KEYNOTES:

1. PROPOSED RESTRIPED PARKING LOT
2. PROPOSED SECURITY CAMERA, 3 TOTAL
3. EXISTING WALL MOUNTED LED FLOOD LIGHT
4. BUILDING ADDRESS TO BE PLACED ON CHAINLINK FENCE & ON CURB OF SIDEWALK
5. PROPOSED TREE △1

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No. C-38729
EXP. 9/30/2025
STATE OF CALIFORNIA

CONDITIONAL USE PERMIT RESUBMITTAL SET

PROJECT

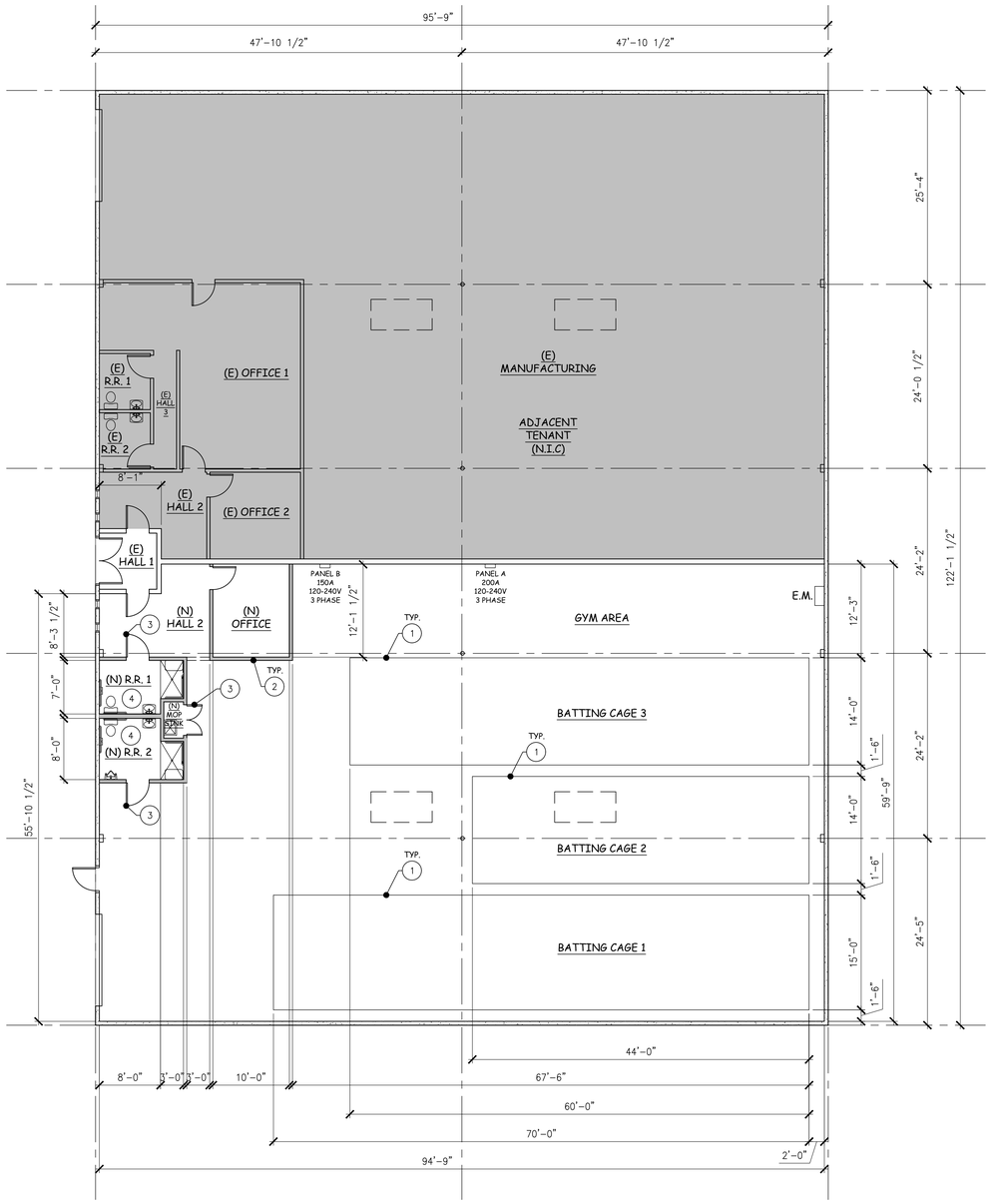
MAXIMIZE ATHLETIC PERFORMANCE

Sheet Title

PROPOSED SITE PLAN, SECURITY PLAN & EXISTING SITE LIGHTING PLAN

Scale: 1/16" = 1'-0"
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025
Job # 241025-01

A4



PROPOSED FLOOR PLAN (1)

SCALE: 1/8" = 1'-0" FILE:

N

PLAN LEGEND:

- EXISTING WALL
- EXISTING CONCRETE WALL
- PROPOSED NON-LOAD BEARING WALL

PLAN KEYNOTES:

1. PROPOSED BATTING CAGE NETTING
2. PROPOSED WALL PER LEGEND
3. PROPOSED DOOR
4. PROPOSED PLUMBING FIXTURES

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No. C-38799
EXP. 9/30/2025
STATE OF CALIFORNIA

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PROJECT
MAXIMIZE ATHLETIC PERFORMANCE

Sheet Title
PROPOSED FLOOR PLAN

Scale: 1/8" = 1'-0"
Drwn By: CW
Chkd By:
Date Printed: 04/01/2025

Job # 241025-01

A5

EXHIBIT B

CITY OF GARDENA

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #1-25

GENERAL CONDITIONS

GC 1. The applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgment.

GC 2. The applicant shall comply with all written policies, resolutions, ordinances, and all applicable laws in effect at the time of approval. The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.

GC 3. The floor plan layout shall be in accordance with the plans approved by the Commission and modified by these conditions of approval. The final completed project shall be in substantial compliance with the plans upon which the Commission based its decision, as modified by such decision.

GC 4. The applicant shall reimburse the City for all attorney's fees spent in processing the project application, including a review of all documents required by these conditions of approval prior to the issuance of a final building permit.

GC 5. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claims, actions or proceedings, damages, costs (including without limitation attorneys' fees), injuries, or liabilities against the City or its agents, officers, or employees arising out of the City's approval of the Notice of Exemption and Conditional Use Permit. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant is the real party in interest in the action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its own choosing, but such participation shall not relieve the applicant of any obligation under this condition, including the payment of attorneys' fees.

CONDITIONAL USE PERMIT

CUP1. Conditional Use Permit #1-25 shall be utilized within a period not to exceed twelve (12) months from the date of approval unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code (GMC). Utilization shall mean the issuance of a business license.

PLANNING

PL1. The applicant is permitted to operate an amusement arcade within the facility shown on Exhibit B and shall comply with all provisions under Gardena Municipal Code (GMC) Chapter 5.12. Any violation of the regulations under GMC Chapter 5.12 may result in the revocation of Conditional Use Permit #8-24.

PL2. The hours of operation of the indoor batting cage facility shall be limited to 8:00 AM to 9:00 PM daily.

PL3. No special events shall be held at the project site without the applicant obtaining a temporary event permit from the City, and paying all appropriate fees. Temporary events are those that meet the intent and purpose of GMC Section 18.60.010.

PL4. During hours of operation, pedestrian access from Halldale Avenues shall be made available.

PL5. The parking lot shall remain open at all times during operating hours. All onsite spaces shall be utilized to the extent feasible before vehicles are turned away from the parking lot. In the event the parking lot is full, vehicles shall be directed to park on the street where parking is available.

PL6. The applicant shall comply with to all provisions outlined in the City's Noise Ordinance as specified in GMC Chapter 8.36.

PL7. The applicant shall ensure that any proposed signage shall meet the necessary requirements put forth by the Chapter 18.58 of the Gardena Municipal Code.

PL8. In the event noise, lighting, parking, or traffic nuisances or other public safety issues are brought to the attention of the City, the Community Development Director may impose further conditions or restrictions on the site operations to ensure land use compatibility.

PL9. The applicant shall stripe the parking spaces in accordance with the size and dimension specifications in GMC Section 18.40.050. Locations shall be in accordance with the approved site plan.

PL10. Prior to issuance of a building permit, barbed wire shall be removed from atop the perimeter fencing.

PL11. All activities must take place within the enclosed building. Loitering outside the tenant suite is prohibited. Patrons should stay indoors while waiting for instructions or to be picked up, and must be supervised by staff.

PL12. No outdoor storage shall be permitted.

PL13. The applicant shall be required to notify the City of any changes to the use of the facility.

BUILDING

BS1. The project shall comply with all applicable portions of the City adopted version of the California Building Code (Title 24, California Code of Regulations), in effect at the time of permit application.

BS2. The applicant shall comply with all applicable State and Federal Accessibility code.

BS3. The applicant shall comply with all conditions set forth by other departments and agencies including but not limited to the Los Angeles County Health Department, Los Angeles County Fire Department, Planning, and Public Works.

BS4. The approval of plans and specifications does not permit the violation of any section of the Building Code, City Ordinances, or State law.

BS5. The applicant shall submit plans and specifications to the Building Division for review.

PUBLIC WORKS

PW1. All work in the public right of way shall be constructed in accordance with the Standard Plans and Standard Specifications for Public Works Construction, latest edition and the City and State Codes as applicable. This includes supplements thereto and City of Gardena Standard Drawings.

PW2. Before undertaking any Encroachment/Excavation within the public right of way, the owner must first obtain the applicable permit from the Public Works Engineering Division.

PW3. Prior to issuance of permits, all public improvements (if any) shall be guaranteed to be installed by the execution of an Agreement for Pubic Improvements secured by sufficient bond sureties or cash, complete indemnification form, Certification of Insurance (General Liability, Auto & Workers Compensation) naming City of Gardena as additional insured, contractor State License and City Business License.

PW4. The applicant shall plant 3 new street trees in open tree wells along the property street frontages along West 130th Street and Halldale Avenue. Street tree(s) improvements to be coordinated with City Public Works Superintendent.

PW5. Contractor/Applicant is responsible for all applicable permits, plan check surety, and other incidental fees pertaining to the proposed project.

Gardena Police Department – Standard Conditions

PD1. Exterior lighting of all entrances, exits, and parking lot area shall be maintained during hours of operation and darkness. Parking lot lighting fixtures shall be sufficient (minimum one foot-candle, average of two foot-candles) to illuminate the parking lot to monitor activity as well as be fully shielded and directed to confine illumination entirely on parking areas of the subject site.

Maximize Athletic Performance certifies that he/she/it has read, understood, and agrees to the Project Conditions listed herein.

Maximize Athletic Performance, Representative

_____ _____
By Date

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 15.A
Section: DEPARTMENTAL ITEMS - POLICE
Meeting Date: June 10, 2025

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

AGENDA TITLE: Execution of Five-Year Contract with Axon Enterprise, Inc. for Police Body Worn Video in the Amount Not to Exceed $681,072.94

COUNCIL ACTION REQUIRED:
Staff Recommendation: Authorize and execute contract

RECOMMENDATION AND STAFF SUMMARY:

Background

In 2015, Gardena Police Department (GPD) implemented a Body Worn Camera and Digital Evidence Storage Program in which all police officers record (both with audio and visual) all interactions with the public. A contract was entered into with Axon Enterprises, Inc., and that has been the vendor since program inception. The video is stored utilizing a digital evidence storage solution, Evidence.com, which allows for easy categorizing, retention, and review of all video. Additionally, the District Attorney's Office has the ability to review the video through Evidence.com, creating a seamless and authenticated transmission of evidence. The Police Department has been extremely satisfied with the product and service provided by Axon.

In September 2020, the Gardena Police Department entered into a second five-year agreement with Axon Enterprise, Inc., which provided 90 Professional License users with AB3 body-worn cameras and online storage through Evidence.com. This contract, totaling $399,292.25, included two equipment upgrades, ensuring that officers had access to the latest technology to record public interactions. As part of this contract, the department has already received one free equipment upgrade.

At the time of the 2020 contract renewal, the department opted for limited 10 GB storage to manage costs effectively. However, after ten years of utilizing body-worn cameras, it has become clear that limited storage is no longer sufficient due to increased staffing, greater demand for video retention, and the necessity of managing community-submitted evidence.

Proposal for 2025 Contract Renewal

To maintain continuity, improve operational efficiency, and enhance transparency, the Gardena Police Department recommends renewing its contract with Axon Enterprise, Inc. The proposed contract will increase the number of Professional Licenses from 90 to 100 in preparation for additional staffing and include the following enhancements:

1. **Unlimited Storage**
    - Eliminates the risk of losing valuable evidence due to storage limitations.
    - Allows for longer retention periods without risk of premature purging.
    - Supports expanded data needs, including officer-generated and community-submitted video evidence.
2. **New Technology Upgrade**
    - As part of the previous agreement, the department will receive 100 new AB4 body-worn cameras at no additional cost.
    - Additional upgrades in year 2.5 and year 5.
3. **Additional Features for Efficiency & Compliance**
    - **Axon Community Request:** Allows patrol officers and detectives to invite victims, witnesses or business owners to submit photos and videos directly to Evidence.com, eliminating delays and manual transfers.
    - **Auto-Tagging:** Integrates with our CAD system to automatically tag and categorize video evidence, reducing administrative workload and ensuring accurate record-keeping. Axon estimates this feature can save approximately $200 per officer per month in productivity costs.
    - **Axon Performance:** Provides compliance metrics for body-worn cameras, TASER devices, and Fleet in-car video systems, ensuring proper usage, oversight, and training opportunities. It also enhances compliance monitoring for RIPA (Racial and Identity Profiling Act) reporting.

Other agencies such as Burbank Police Department, West Covina Police Department, Beverly Hills Police Department, Torrance Police Department, and Pasadena Police Department are just a few of the agencies that utilize Axon Community Request, Auto-Tagging, and Axon Performance.

Cost Comparison

Feature	2020 Contract	2025 Proposed Contract
	90	100
Storage	10 GB	Unlimited
Annual Cost (Incl. Tax)	$79,858.45	$136,187.63
Grand Total	$399,292.25	$681,072.94

Justification for Cost Increase

- Increased professional licenses to accommodate future staffing.
- Upgrade to unlimited storage to meet growing video retention requirements.
- Implementation of new automation and compliance features to reduce administrative workload and ensure accountability.
- Alignment with current industry standards for transparency and digital evidence management.

Conclusion

Given the advancements in body-worn camera technology and the department's evolving operational needs, it is essential to upgrade our Axon contract to include these critical enhancements. This investment will streamline processes, improve evidence management, and reinforce the department's commitment to transparency and accountability.

The purchase will be through OMNIA Contract Number #Q-678221-45799KP. OMNIA's analysts streamline the procurement process by developing RFPs for national, competitive solicitations that 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.

FINANCIAL IMPACT/COST:

Total General Fund Budgeted Amount of $681,073 for Fiscal Years 2025-2026 through Fiscal Year 2030-2031

ATTACHMENTS:

Axon OMNIA Contract with Attachments

APPROVED:

_____

Clint Osorio, City Manager

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Omnia - The University of Nebraska Contract Number: 3544-21-4615

This agreement ("the Agreement") is hereby made this 10th day of June, 2025, by the Gardena Police Department ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency is desirous of having Axon provide products and services, as herein described; and

WHEREAS, Axon and Omnia Partners agreed to utilize The University of Nebraska Contract Number: 3544-21-4615 as for the Omnia Cooperative Contract ("Omnia Contract") which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Omnia Contract to the Agency at the same prices in Omnia Contract; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Omnia Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Omnia Contract for the goods and services detailed in Quote Q-678221-45799KP (the "Quote") attached hereto as Exhibit A.
2. Third-Party Software and Services. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
3. The term of this Agreement shall begin upon the date of last signature and shall continue until all subscriptions hereunder have expired or have been terminated. In the event the term of the subscriptions extends past the termination or expiration of the Omnia Contract, the terms and conditions of the Omnia Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with the Omnia Contract, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

---SIGNATURE PAGE TO FOLLOW---

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Axon Enterprise, Inc.

Signature: _____

Name: Bobby Driscoll

Title: Deputy General Counsel

Date: 5/23/2025

Agency

Signature: _____

Name: Tasha Cerda

Title: Mayor

Date: _____

Approved to as Form:

Signature: _____

Name: Carmen Vasquez

Title: City Attorney

Date: 5/23/2025

Signature: _____

Name: Mina Semenza

Title: City Clerk

Date: _____

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

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-678221-45799KP

Issued: 05/22/2025

Quote Expiration: 08/15/2025

Estimated Contract Start Date: 09/15/2025

Account Number: 106831

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Gardena Police Dept. - CA 1718 W 162nd St Gardena, CA 90247-3732 USA	Gardena Police Dept. - CA 1718 W 162nd St Gardena CA 90247-3732 USA Email:	Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Todd Fox Phone: (310) 217-9651 Email: tfox@gardenapd.org Fax: (310) 217-9638

Quote Summary

Program Length	60 Months
TOTAL COST	$673,726.80
ESTIMATED TOTAL W/ TAX	$681,072.94

Discount Summary

Average Savings Per Year	$80,634.40
TOTAL SAVINGS	$403,171.98

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	$134,745.36	$1,469.23	$136,214.59
Aug 2026	$134,745.36	$1,469.23	$136,214.59
Aug 2027	$134,745.36	$1,469.23	$136,214.59
Aug 2028	$134,745.36	$1,469.23	$136,214.59
Aug 2029	$134,745.36	$1,469.22	$136,214.58
Total	**$673,726.80**	**$7,346.14**	**$681,072.94**

Quote Unbundled Price:	**$1,166,846.80**
Quote List Price:	**$995,726.80**
Quote Subtotal:	**$673,726.80**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	100	60	$128.18	$99.66	$79.15	$474,900.00	$7,290.80	$482,190.80
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	12			$1,638.90	$43.90	$526.80	$55.34	$582.14
H00001	AB4 Camera Bundle	100			$1,798.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73739	AXON PERFORMANCE - LICENSE	100	60		$10.85	$10.85	$65,100.00	$0.00	$65,100.00
73618	AXON COMMUNITY REQUEST	100	60		$10.85	$10.85	$65,100.00	$0.00	$65,100.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	100	60		$10.85	$10.85	$65,100.00	$0.00	$65,100.00
A la Carte Services									
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
Total							**$673,726.80**	**$7,346.14**	**$681,072.94**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	87	1	08/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	13	1	08/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	08/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	110	1	08/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	110	1	08/15/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	110	1	08/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	12	1	08/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	12	1	08/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	12	1	08/15/2025
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	103	1	02/15/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	1	02/15/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	103	1	08/15/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	1	08/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	09/15/2025	09/14/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	100	09/15/2025	09/14/2030
A la Carte	73618	AXON COMMUNITY REQUEST	100	09/15/2025	09/14/2030
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	100	09/15/2025	09/14/2030
A la Carte	73739	AXON PERFORMANCE - LICENSE	100	09/15/2025	09/14/2030

Services

Bundle	Item	Description	QTY
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	100	08/15/2026	09/14/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	3	08/15/2026	09/14/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	08/15/2026	09/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1718 W 162nd St	Gardena	CA	90247-3732	USA

Payment Details

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73618	AXON COMMUNITY REQUEST	100	$13,020.00	$0.00	$13,020.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	100	$13,020.00	$0.00	$13,020.00
Year 1	73739	AXON PERFORMANCE - LICENSE	100	$13,020.00	$0.00	$13,020.00
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$600.00	$0.00	$600.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	100	$94,980.00	$1,458.16	$96,438.16
Year 1	H00001	AB4 Camera Bundle	100	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	12	$105.36	$11.07	$116.43
Total				**$134,745.36**	**$1,469.23**	**$136,214.59**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73618	AXON COMMUNITY REQUEST	100	$13,020.00	$0.00	$13,020.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	100	$13,020.00	$0.00	$13,020.00
Year 2	73739	AXON PERFORMANCE - LICENSE	100	$13,020.00	$0.00	$13,020.00
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$600.00	$0.00	$600.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	100	$94,980.00	$1,458.16	$96,438.16
Year 2	H00001	AB4 Camera Bundle	100	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	12	$105.36	$11.07	$116.43
Total				**$134,745.36**	**$1,469.23**	**$136,214.59**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73618	AXON COMMUNITY REQUEST	100	$13,020.00	$0.00	$13,020.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	100	$13,020.00	$0.00	$13,020.00
Year 3	73739	AXON PERFORMANCE - LICENSE	100	$13,020.00	$0.00	$13,020.00
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$600.00	$0.00	$600.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	100	$94,980.00	$1,458.16	$96,438.16
Year 3	H00001	AB4 Camera Bundle	100	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	12	$105.36	$11.07	$116.43
Total				**$134,745.36**	**$1,469.23**	**$136,214.59**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73618	AXON COMMUNITY REQUEST	100	$13,020.00	$0.00	$13,020.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	100	$13,020.00	$0.00	$13,020.00
Year 4	73739	AXON PERFORMANCE - LICENSE	100	$13,020.00	$0.00	$13,020.00
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$600.00	$0.00	$600.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	100	$94,980.00	$1,458.16	$96,438.16

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	H00001	AB4 Camera Bundle	100	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	12	$105.36	$11.07	$116.43
Total				**$134,745.36**	**$1,469.23**	**$136,214.59**

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73618	AXON COMMUNITY REQUEST	100	$13,020.00	$0.00	$13,020.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	100	$13,020.00	$0.00	$13,020.00
Year 5	73739	AXON PERFORMANCE - LICENSE	100	$13,020.00	$0.00	$13,020.00
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$600.00	$0.00	$600.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	100	$94,980.00	$1,458.16	$96,438.16
Year 5	H00001	AB4 Camera Bundle	100	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	12	$105.36	$11.06	$116.42
Total				**$134,745.36**	**$1,469.22**	**$136,214.58**

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 Omnia Contract 3544-21-4615 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 https://www.axon.com/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), 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.

Exceptions to Standard Terms and Conditions

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes Q-315304 and Q-470731. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

5/22/2025

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

3544-21-4615 Addendum 1

Body Worn Cameras and Related Products and Services

Issue Date: 1/5/2022
Questions Deadline: 1/21/2022 11:00 AM (CT)
Response Deadline: 2/8/2022 02:00 PM (CT)

Procurement Services

Contact Information

Contact: Mike Taylor
Address: 985050 Nebraska Medical Center
Omaha, NE 68198
Email: mike.taylor@nebraska.edu

Event Information

Number: 3544-21-4615 Addendum 1
Title: Body Worn Cameras and Related Products and Services
Type: RFP - Request for Proposal
Issue Date: 1/5/2022
Question Deadline: 1/21/2022 11:00 AM (CT)
Response Deadline: 2/8/2022 02:00 PM (CT)
Notes:

The University of Nebraska Department of Public Safety (UNDPS) operating on the University of Nebraska at Omaha and University of Nebraska Medical Center campuses consisting of approximately 17 sworn Police Officers and 80 Security Officers serving a diverse community of over 35,000 students and employees. The department has a history of progressive thinking and adapting to the ever-changing law enforcement environment. As technology evolves, the department is faced with challenges not previously seen in the world of policing. UNDPS must take advantage of proven technology in the fast-growing market of body worn cameras to better serve our community.

UNDPS intends to purchase **Body Worn Cameras and Related Products and Services** for sworn officers and security staff assigned to the UNDPS divisions who have a high level of daily interaction with the public. The intention of the department is to make multiple purchases as funding becomes available, with a preference towards working directly with a manufacturer. Responding bidders must either be a manufacturer or certified reseller to be considered. Certified resellers must be able to provide full range of products and services, including warranty support. The department is open to any placement of the camera, method of recording and evidence storage. Additionally, UNDPS or other departments may have necessity for in-vehicle audio/visual recordings as well as the installation of audio/visual recording equipment in designated rooms (i.e. interview, questioning rooms, etc.).

See "Activities" tab for RFP schedule.

INSTRUCTIONS:

- Bids must be submitted through eBid: https://unlebid.ionwave.net
- No physical, email, fax, telephone or voice bids will be accepted
- Bids are opened automatically through eBid. There is no public bid opening
- All questions regarding this quotation must be submitted through eBid
- All quotations subject to attached conditions
- Quote firm prices F.O.B. Destination to the Owner's delivery address
- To be valid, responses must include signatures where noted and attached in eBid
- Exceptions and alternates must be stated and explained
- Pricing Proposal Form must be completed and submitted with response in eBid

- If erasures and alterations are made to this document, the bidder must initial and date and attach the altered document to their eBid submission

Bid Activities

Pre-Proposal Meeting via Zoom (click for details) 1/18/2022 10:00:00 AM (CT)

Join Zoom Meeting:

https://nebraska.zoom.us/j/96420901653?pwd=OVZCZHA0NlM2RUNBd3F4UGkwUE9nUT09

Meeting ID: 964 2090 1653

Passcode: 714195

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Bidder Questions Deadline (questions must be submitted through eBid) 1/21/2022 11:00:00 AM (CT)

Response to Bidder Questions (posted on eBid via an addendum) 1/25/2022 2:00:00 PM (CT)

UNMC will respond to any questions or clarifications submitted by the deadline date. Those responses will be posted on eBid via an addendum.

Bid Close 2/8/2022 2:00:00 PM (CT)

Bids due

Bid Attachments

Addendum 1 eBid number 3544-21-4615.pdf View Online

Addendum 1: Reasons

Addendum1_BodyCameraQuestionsAnswers01.25.2022.xlsx View Online

Addendum 1: Bidder questions and provided answers

Body Cam Scope of Work 12.16.21 MT.pdf View Online

Introduction and Scope of Work

Form Solicitation Attachment_12132021.pdf View Online

Attachment A: OMNIA Partners National Documents

NU Terms and Conditions.pdf View Online

Standard Terms and Conditions document. Each bidder must review this document and acknowledge so in the Attributes tab.

NU Bidder Requirements.pdf

View Online

Standard Bidder Requirements document. Each bidder must review this document and acknowledge so in the Attributes tab.

Site_Terms_and_Conditions_(12-04-18).pdf

View Online

Site Terms and Conditions document. Each bidder must review this document and acknowledge so in the Attributes tab.

Requested Attachments

Tables for pricing, balance of line, percentage of discount, list price, extended price
(Attachment required)

Exhibit A from Attachment A must be submitted with response.
(Attachment required)

Exhibit F from Attachment A must be submitted with response.
(Attachment required)

Exhibit G from Attachment A must be submitted with response.
(Attachment required)

Bid Attributes

1	**Bidder Requirements** I acknowledge reading and understanding the NU Bidder Requirements attachment. **All bids must be received by the system *before* the bid deadline. It is the responsibility of the bidder to allow adequate time for reviewing and submitting their proposal *before* the deadline to ensure all required responses have been completed. The "Submission Button" in the University's eBid system will be inoperable when the deadline for submission for eBids has ended. Incomplete bids will be rejected by the system.** ☐ Bidder Requirements Attachment *(Required: Check if applicable)*
2	**Bid Terms and Conditions** I acknowledge reading and understanding the Bid Terms and Conditions attachment. ☐ Bid Terms and Conditions Attachment *(Required: Check if applicable)*
3	**Site Terms & Conditions** Bidder acknowledges to having read and understand eBid Terms and Conditions of Access and Use. ☐ *(Required: Check if applicable)*

4 Public Information

Bids submitted to the University of Nebraska (NU) are presumed to be public records. If bids contain trade secrets, academic or scientific research work in progress and unpublished, or other proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose, it is the responsibility of the bidder to designate such content as confidential. When bids are opened to determine a successful bidder, all bids will be available for public inspection. Portions of bids designated by the bidder as confidential will be withheld from public inspection. Any reasonably segregable portion of the bid that is not designated as confidential shall be provided for public inspection after deletion of the portion or portions of the bid which may be withheld. Price terms appearing in bids or proposals, invoices, purchase orders or other documents calling for the expenditure of public funds may not be designated as confidential or withheld from public inspection.

A bidder shall be solely responsible for providing the defense to any challenge to a decision to withhold information contained in a proposal, based upon bidder's identification of the information as confidential.

A bidder must submit any confidential material, as defined above, as a "separate" and "redacted" attachment with their response in the NU eBid system. This attachment must be clearly marked/identified as "Confidential".

☐ Public Information
(Required: Check if applicable)

5 Scope of Work

I have carefully examined the Scope of Work attachment and I fully understand the type and quality of the product(s) and/or service(s) sought by NU and hereby propose to supply such at the prices stated and in accordance with this bid.

☐ Scope of Work Attachment
(Required: Check if applicable)

6 Bid Responses

Unless a response specifically requests an attachment I shall make every effort to provide answers in the spaces available within each bid tab. Furthermore I understand that by not doing so this may disqualify my proposal as submitted.

☐ Bid Responses
(Required: Check if applicable)

7 Audited Financial Statements

The bidder shall, upon request, provide NU with audited financial statements and that of any parent or holding company for the three most recent fiscal years. Demonstrated financial ability and stability to ensure performance under any contract awarded is of extreme importance to the evaluation process. Without stating specific reasons, the University may reject or refuse to further evaluate any proposal based on the exercise of its judgment in its sole discretion that the financial position presented in a proposal lacks the qualities that NU deems necessary to the success of the project. Entities unable to meet the requirements set forth in this paragraph may provide other information or guaranties, which in the discretion of NU, meet its concerns regarding financial stability. Can you provide, if requested, three years of audited financial statements as described above?

☐ Yes ☐ No
(Required: Check only one)

8 **Litigation or Claims**

Identify any litigation or claim brought against your company within the last seven years, which might reflect adversely on your company's professional image or ability in relation to providing the goods or services sought under this bid.

(Required: Maximum 1000 characters allowed)

9 **Company Sale or Acquisition**

Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two years? If so, please explain.

(Required: Maximum 1000 characters allowed)

10 **Warranty**

I warrant that all equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this bid, will be free from defects in workmanship and material and to the extent that I know, or have reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required here under must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by successful bidder. Thereafter the manufacturer's standard warranty will apply.

☐ Warranty

(Required: Check if applicable)

11 **University System Participation**

I acknowledge that in some instances, other University campuses or state agencies may wish to explore the possibility of sharing in the benefits of this bid and its resultant contract.

☐ Univ System Participation

(Required: Check if applicable)

12 **Non-Collusive Bid**

I acknowledge that any bid responses submitted are not the result of collusion with other eligible bidders, with any employee of the State or University, and no effort has been made to preclude NU from obtaining the most advantageous response possible to this bid.

☐ Noncollusive Bid

(Required: Check if applicable)

13 **University Employee**

I affirm that if I am an employee of the University of Nebraska, I have notified the buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases Involving University Personnel.

☐ Yes, I am University Employee and I acknowledge ☐ No, I am not a University Employee

(Required: Check only one)

14

Attachments

Any response attachments must be 100MB or smaller in size per file. Please indicate whether or not you will be supplying attachments with your bid response.

☐ Yes, attachments included ☐ No attachments

(Required: Check only one)

15

Deviations/Exceptions/Bid Compliance

If you do not comply or partially comply with any terms, conditions, specifications, processes, etc. of this bid, we ask that you indicate those sections and your counter term, condition, explanation here. Failure to provide such information here indicates that you are in complete compliance with those terms, conditions, specifications as stated in this bid. Attachments can be included in your bid response, but you must indicate here that an attachment is provided. Please include any deviations/exceptions/bid compliance counter terms.

(Optional: Maximum 4000 characters allowed)

16

Company Profile

Describe your company (a brief history may be appropriate), its size and locations, and number of employees.

(Required: Maximum 4000 characters allowed)

17

Reference #1

Provide a client reference (including length and nature of service relationship, name of the contact person, title, phone number, email, and address) with whom you have or have had a comparable business relationship. Other educational institutions would be most valuable. Do NOT reference University of Nebraska or it's employees.

(Required: Maximum 4000 characters allowed)

18

Reference #2

Provide a client reference (including length and nature of service relationship, name of the contact person, title, phone number, email, and address) with whom you have or have had a comparable business relationship. Other educational institutions would be most valuable. Do NOT reference University of Nebraska or it's employees.

(Required: Maximum 4000 characters allowed)

19

Reference #3

Provide a client reference (including length and nature of service relationship, name of the contact person, title, phone number, email, and address) with whom you have or have had a comparable business relationship. Other educational institutions would be most valuable. Do NOT reference University of Nebraska or it's employees.

(Required: Maximum 4000 characters allowed)

20

Training requirements

Ability to provide primary training for each basic unit of equipment purchased. This training shall be adequate to equip a typical equipment operator in order to ensure proper operation and utilization of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Bidder.

☐ NO ☐ YES

(Required: Check only one)

21

Training requirements

Ability to provide a “train-the-trainer” program for the operation and use of the equipment.

☐ NO ☐ YES

(Required: Check only one)

22

Training requirements

Ability to provide training for technical staff for maintenance, troubleshooting and changing of components in need of repair.

☐ NO ☐ YES

(Required: Check only one)

23

Reporting required functionality

Respondents should have the ability to produce comprehensive management reporting specific to the University of Nebraska Department of Public Safety (UNDPS), the University of Nebraska at Omaha, and other oversight departments as needed.

☐ NO ☐ YES

(Required: Check only one)

24	**Reporting required functionality** Ability to produce both standard and ad hoc reports. ☐ NO ☐ YES *(Required: Check only one)*
25	**Reporting required functionality** Ability to allow for the use of standard statistical packages so that research and analysis can take place. ☐ NO ☐ YES *(Required: Check only one)*
26	**Reporting required functionality** Ability to design and implement both on-line ad hoc queries and batch reporting programs as required by user. ☐ NO ☐ YES *(Required: Check only one)*
27	**Reporting required functionality** Ability for report generator to allow user to select data, choose fields, and create calculated fields. ☐ NO ☐ YES *(Required: Check only one)*
28	**Reporting required functionality** Ability to extract data to another tool, such as EXCEL or a report writer. ☐ NO ☐ YES *(Required: Check only one)*
29	**Hardware required functionality** Provision of a lightweight unit that must not interfere with normal police operations. ☐ NO ☐ YES *(Required: Check only one)*
30	**Hardware required functionality** Ability to detach camera to maximize the actual view seen by the user. ☐ NO ☐ YES *(Required: Check only one)*
31	**Hardware required functionality** Ability to capture audio from multiple parties of a conversation or sound/speech from a reasonable distance, not just that of the user. ☐ NO ☐ YES *(Required: Check only one)*
32	**Hardware required functionality** Ability to produce a recording that reflects what the officer was seeing and hearing during the event. ☐ NO ☐ YES *(Required: Check only one)*
33	**Hardware required functionality** Ability to provide hardware that must be user-friendly with simple activation. ☐ NO ☐ YES *(Required: Check only one)*

34	**Hardware required functionality** Ability to access the record button by officers wearing gloves while preventing unwanted activation. ☐ NO ☐ YES *(Required: Check only one)*
35	**Hardware required functionality** Ability for an illuminated record indicator on the unit visible to the user. ☐ NO ☐ YES *(Required: Check only one)*
36	**Hardware required functionality** Ability to disable the illuminated record indicator on the unit. ☐ NO ☐ YES *(Required: Check only one)*
37	**Hardware required functionality** Ability for pre-event recording capability with the option to disable it. ☐ NO ☐ YES *(Required: Check only one)*
38	**Hardware required functionality** Ability for a privacy mode (complete off) that prevents pre-event recording. ☐ NO ☐ YES *(Required: Check only one)*
39	**Hardware required functionality** Ability for a rechargeable battery that is end-user replaceable. ☐ NO ☐ YES *(Required: Check only one)*
40	**Hardware required functionality** Ability for the battery to last through a working shift of at least 12 hours. ☐ NO ☐ YES *(Required: Check only one)*
41	**Hardware required functionality** Ability for an internal digital storage that can accommodate multiple video recordings with the capacity to hold data for one work shift of at least 12 hours. ☐ NO ☐ YES *(Required: Check only one)*

42

Hardware required functionality

Ability to maintain consistent audio/visual recording quality while subject to interference from the following sources:

- High powered radio frequency transmissions
- Other radio frequency interference (including UHF, VHF, an HF transmitters)
- Automobile alternator, ignition, and electrical systems
- Fan motors from automobile heaters and air conditioners
- Other patrol vehicle electrical systems to include radios, emergency lights, sirens, mobile data computers, and speed measuring devices
- High voltage power line, traffic signals, neon signs, etc.

☐ NO ☐ YES

(Required: Check only one)

43

Hardware required functionality

Ability for a unit that does not generate electromagnetic interference or radiation that interferes with communications of other electronic equipment used by officers.

☐ NO ☐ YES

(Required: Check only one)

44

Hardware required functionality

Ability to operate within the range of temperatures from 0-120 degrees Fahrenheit while being exposed to humidity.

☐ NO ☐ YES

(Required: Check only one)

45

Hardware required functionality

Ability to provide a camera and lens that is equipped with auto focus, automatic exposure, and automatic white balance.

☐ NO ☐ YES

(Required: Check only one)

46

Hardware required functionality

Ability to adjust auto focus, automatic exposure, and automatic white balance at an administrative level.

☐ NO ☐ YES

(Required: Check only one)

47

Hardware required functionality

Ability to provide a camera with a minimum field of view of 40 degrees.

☐ NO ☐ YES

(Required: Check only one)

48

Hardware required functionality

Ability to sync with in car camera when emergency lights or button is activated.

☐ NO ☐ YES

(Required: Check only one)

49

Hardware required functionality

Ability for a connector tab that automatically turns the camera on if an officer draws a taser or service weapon (without manual intervention of the officer).

☐ NO ☐ YES

(Required: Check only one)

50

Hardware required functionality

Ability to turn on all other University of Nebraska Department of Public Safety (UNDPS) cameras that are in the immediate area and, with a Memorandum of Understanding (MOU) in place, have the ability to turn on Omaha Police Department (OPD) or Douglas County Sheriff's Office (DCSO) cameras that may also be in the area.

☐ NO ☐ YES

(Required: Check only one)

51

Hardware required functionality

Provide details and technical hardware and software specifications for any audio and visual recording and playback equipment offerings for use in interview room(s) or other designated rooms.

(Required: Maximum 4000 characters allowed)

52

Hardware required functionality

Provide technical and hardware requirements for audio and visual equipment for use in interview room or other designated rooms.

(Required: Maximum 4000 characters allowed)

53

Hardware required functionality

Provide details and technical hardware and software specifications for any audio and visual recording, storage and playback offerings for us in fleet vehicles.

(Required: Maximum 4000 characters allowed)

54

Hardware required functionality

Provide technical and hardware requirements for audio and visual equipment for use in-vehicle placement, activation of recordings, storage and playback.

(Required: Maximum 4000 characters allowed)

55

Software technical requirements

List operating systems and versions for which all proposed hardware, including cameras, and software ARE FULLY compatible with (i.e. Microsoft Windows10).

(Required: Maximum 1000 characters allowed)

56

Software technical requirements

List operating systems and versions for which all proposed hardware, including cameras, and software ARE NOT FULLY compatible with.

(Required: Maximum 1000 characters allowed)

57

Software technical requirements

Ability to provide a warning message when the Hard Disk Drive (HDD) fills to 95% of its capacity. If the HDD is full, then the system should stop accepting new data.

☐ NO ☐ YES

(Required: Check only one)

58

Software technical requirements

Ability to upgrade firmware/software that should be straightforward and should not require any connection to the internet.

☐ NO ☐ YES

(Required: Check only one)

59

Software technical requirements

Provide details of the security and privacy of your administrative/technical/physical security measures/solution and industry best practices you have implemented to ensure the confidentiality, integrity, and availability of the University's data.

(Required: Maximum 1000 characters allowed)

60

Software technical requirements

Describe how audit logging has been implemented in your product.

_____

_____

_____

(Required: Maximum 1000 characters allowed)

61

Software technical requirements

Describe your products ability to manage granular role-based access controls, and the ability to grant/deny specific access to system features based on roles.

_____

_____

_____

(Required: Maximum 1000 characters allowed)

62

Software technical requirements

Describe your products ability to apply multi-factor authentication to system logon.

_____

_____

_____

(Required: Maximum 1000 characters allowed)

63

Software technical requirements

Ability for the cameras to self-encrypt recordings to prevent unauthorized retrieval.

☐ NO ☐ YES

(Required: Check only one)

64

Software technical requirements

If solution uses wifi, ability to connect with a modern wireless security protocol (WPA2 Enterprise, 802.1X)

☐ NO ☐ YES

(Required: Check only one)

65

Portal capability requirements

Provide single sign-on to the total system, and all its component parts based on person's role.

☐ NO ☐ YES

(Required: Check only one)

66

Portal capability requirements

Ability to customize which objects are displayed on the portal entry.

☐ NO ☐ YES

(Required: Check only one)

67

Portal capability requirements

Ability to add other applications to this portal.

☐ NO ☐ YES

(Required: Check only one)

68	**Video requirements** Ability to ensure that the evidence is appropriate for use in court. It is desirable that the unit should record and play video and audio data in the same format – without any loss of data through compression and replay options. ☐ NO ☐ YES *(Required: Check only one)*
69	**Video requirements** Meets Federal/State/local laws referencing disclosure requirements. It's desirable the video/audio record and replay format is common 'industry standard' format and available to the vast majority of defense solicitors through university software. ☐ NO ☐ YES *(Required: Check only one)*
70	**Video requirements** Ability to provide a system that consists of a recording device linked to a camera and microphone. ☐ NO ☐ YES *(Required: Check only one)*
71	**Video requirements** Ability to record in a non-proprietary, standard file format to enable replay on domestic DVD players and computers (PCs and Macs) without conversion. The recording device should not permit the editing or deletion of recordings. ☐ NO ☐ YES *(Required: Check only one)*
72	**Video requirements** Ability for each recorder to have a unique serial number. ☐ NO ☐ YES *(Required: Check only one)*
73	**Image quality requirements** Ability to record 30 frames per second. ☐ NO ☐ YES *(Required: Check only one)*
74	**Image quality requirements** Ability to record at a minimum of VGA (1024 x 768) resolution. ☐ NO ☐ YES *(Required: Check only one)*
75	**Image quality requirements** Ability to provide quality recording, such that an individual should be recognizable up to a distance of 7m from the camera. ☐ NO ☐ YES *(Required: Check only one)*
76	**Method to Approach - Proposal Evaluation Criteria** Bidders responses to the following attributes will be used in the evaluation process. ☐ Check box *(Optional: Check if applicable)*
77	**Proposal Evaluation Criteria - Method of Approach** Attributes 78-102

78

Response to National Program

a) Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

b) The successful offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

☐ Check box
(Required: Check if applicable)

79

Attribute deleted as part of an Addendum

80

What is the name and current version of the product(s) being proposed (camera, hardware, and software)?

_____
_____
_____
(Required: Maximum 1000 characters allowed)

81

How long has each product component/product suite being proposed been on the market and in production status?

_____
_____
_____
(Required: Maximum 1000 characters allowed)

82

What are your plans for future releases of product and software?

_____
_____
_____
(Required: Maximum 1000 characters allowed)

83

Provide a comprehensive list with descriptions and pricing of all supplemental equipment

_____
_____
_____
_____
_____
_____
(Required: Maximum 4000 characters allowed)

84

Equipment that is being bid will NOT be end of life within 3 years.

YES means greater than 3 years until end of life
NO means less than 3 years until end of life

☐ NO ☐ YES
(Required: Check only one)

85 **Provide the University of Nebraska Department of Public Safety your proposed method of evidence storage. The Police department is open to any method evidence storage.**

Provide a detailed pricing list of all components required for storage (hardware costs, rates for cloud storage, etc.)

(Required: Maximum 4000 characters allowed)

86 **Briefly list a three-year history of software releases for the product being proposed (include dates, versions, and major enhancements for each release).**

(Required: Maximum 4000 characters allowed)

87 **Describe any umbrella portal entrance into the various modules.**

(Required: Maximum 4000 characters allowed)

88 **Provide a list of any additional software required.**

(Required: Maximum 4000 characters allowed)

89 **Provide software and licensing requirements to be included as part of this project.**

(Required: Maximum 4000 characters allowed)

90	**Provide the camera storage capacity.** *(Required: Maximum 1000 characters allowed)*
91	**Provide the capacity of the camera memory.** *(Required: Maximum 1000 characters allowed)*
92	**Provide the process to get the audio/video from the camera/laptop to the server. Is the process automated? If yes, can it be set up to be automated with a Digital Information Management System (DIMS)?** *(Required: Maximum 1000 characters allowed)*
93	**Provide the minimum required memory (RAM).** *(Required: Maximum 1000 characters allowed)*
94	**Provide the minimum required processor speed.** *(Required: Maximum 1000 characters allowed)*
95	**Provide the minimum network speed.** *(Required: Maximum 1000 characters allowed)*
96	**In terms of the overall system design, describe the aspects of control and auditing. The system should not preclude, by way of its own design, the assessment of control aspects, compliance, electronic evidence, vulnerability, and data reliability.** *(Required: Maximum 4000 characters allowed)*

97	**Provide any standard reports with response.** ☐ Check box *(Required: Check if applicable)*
98	**Provide a detailed description of your training concept and materials?** _____ _____ _____ _____ _____ _____ *(Required: Maximum 4000 characters allowed)*
99	**The University of Nebraska Department of Public Safety desires an aggressive implementation schedule.** Please provide your proposed implementation schedule (starting from date of contract award), state the assumptions that are implicit in your implementation timetable (University of Nebraska Department of Public Safety resources, your resources, third parties, etc.), and list the effect(s) of those assumptions not being met. _____ _____ _____ _____ _____ _____ *(Required: Maximum 4000 characters allowed)*
100	**The University of Nebraska Department of Public Safety will perform overall project management.** Describe what provisions you will make to provide a project manager for your staff who will support overall project objectives and work effectively with the University of Nebraska Department of Public Safety project manager and staff. _____ _____ _____ _____ _____ _____ *(Required: Maximum 4000 characters allowed)*

101	**Provide a list of all government (or comparable) installations, within the last three years, in metro areas over 250,000 in population, with contact names, positions, e-mail addresses, and telephone numbers.** *(Required: Maximum 4000 characters allowed)*
102	**If a Bidder requires additional agreements, a copy of the proposed agreement must be included with the proposal.** ☐ Check box *(Required: Check if applicable)*
103	**Address current and anticipated supply chain status.** *(Required: Maximum 4000 characters allowed)*
104	**Proposal Evaluation Criteria - Qualifications and Experience** Attributes 104-107
105	**Provide corporate name, corporate address, and number of years in business under current company organization.** *(Required: Maximum 4000 characters allowed)*

106 **Provide type and number of employees committed to the product and support being proposed.**

(Required: Maximum 4000 characters allowed)

107 **Provide details for installation and activation for all products and support services proposed in connection with this response.**

(Required: Maximum 4000 characters allowed)

108 **Briefly describe your own project management methodology.**

(Required: Maximum 4000 characters allowed)

109 **Proposal Evaluation Criteria - Price Proposal**

Attributes 109-122

110 **Percentage discount**

Please attach table to include your product line and balance of line percentage discount schedule. (EX. Body worn cameras: 10%, In vehicle equipment: 15%, Interview room equipment: 12%, Balance of line: 20%, etc.).

Please attach table to include description, list price and extended price for each proposed balance of line product.

☐ Check box

(Required: Check if applicable)

111 ***Attribute deleted as part of an Addendum***

112 ***Attribute deleted as part of an Addendum***

113	***Attribute deleted as part of an Addendum***
114	***Attribute deleted as part of an Addendum***
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119	***Attribute deleted as part of an Addendum***
120	***Attribute deleted as part of an Addendum***
121	***Attribute deleted as part of an Addendum***
122	***Attribute deleted as part of an Addendum***
123	**Installation Pricing** Please attach table to include installation pricing for each product and service, to include balance of line. ☐ Check box *(Required: Check if applicable)*
124	**Payment term discount** Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods. (please provide response in the following example format: 2%, 30 days) _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
125	**Payment** Will payment be accepted via commercial credit card? ☐ NO ☐ YES *(Required: Check only one)*

126 **Payment**

If yes to attribute 124, can commercial payment(s) be made online?

☐ NO ☐ YES

(Required: Check only one)

127 **Payment**

If yes to attribute 124, will a third party be processing the commercial credit card payment(s)?

☐ NO ☐ YES

(Required: Check only one)

128 **Payment**

If yes to attribute 124, indicate the flat fee per transaction.

$

(Required: Numbers only)

129 **Payment**

If a commercial credit card is not currently accepted, will consideration be given to accept the card?

☐ NO ☐ YES

(Required: Check only one)

Bid Lines

1 Body worn camera pricing

(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Item Notes: Body Worn Camera, as per requirements (list price each, before discount)

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

2 Body worn camera pricing after discount

(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Item Notes: Body Worn Camera, as per requirements (extended price each, after discount)

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

3 In vehicle equipment pricing

(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Item Notes: In vehicle equipment (list price each, before discount)

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

4 In vehicle equipment pricing after discount
(Response required)
Quantity: 1 UOM: EA Unit Price: $ Total: $
Item Notes: In vehicle equipment (extended price each, after discount)
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

5 Interview room equipment pricing
(Response required)
Quantity: 1 UOM: EA Unit Price: $ Total: $
Item Notes: Interview room equipment (list price each, before discount)
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

6 Interview room equipment pricing after discount
(Response required)
Quantity: 1 UOM: EA Unit Price: $ Total: $
Item Notes: Interview room equipment (extended price each, after discount)
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

7 Software Pricing
(Response required)
Quantity: 1 UOM: EA Unit Price: $ Total: $
Item Notes: Software, as per requirements (list price each, before discount)
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

8 Software pricing after discount
(Response required)
Quantity: 1 UOM: EA Unit Price: $ Total: $
Item Notes: Software, as per requirements (extended price each, after discount)
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

9 Initial product training pricing
(Response required)
Quantity: 1 UOM: EA Unit Price: $ Total: $
Item Notes: Initial product training, per requirements (list price per class, before discount)
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

10 Initial product training pricing after discount
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Item Notes: Initial product training, per requirements (extended price per class, after discount)

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

11 Train the trainer program pricing
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Item Notes: Train the trainer program (list price per class, before discount)

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

12 Train the trainer program pricing after discount
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Item Notes: Train the trainer program (extended price per class, after discount)

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

_____

_____

_____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

_____

_____

_____

_____

_____

_____

_____

_____

By submitting your response, you certify that you are authorized to represent and bind your company.

_____ _____

Print Name *Signature*

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

UNIVERSITY OF Nebraska

eBid # 3535-21-7200 (Body Worn Cameras and Related Products and Services)

Addendum 1

January 25, 2022

REASONS:

1) The following attributes have been edited within the "Attributes" section of eBid:
    a. Attribute 23: text has been edited.
    b. Attribute 78: has been edited from a "Long Text" required response to a "Checkbox" acknowledgement.
    c. Former Attributes 111-122, regarding Pricing, have been removed and relocated to the "Line Item" tab within eBid.
2) Pricing response requirements have been moved to the "Line Item" tab within eBid.
3) Contractor questions answered. See file named: "Addendum1_BodyCameraQuestionsAnswers01.25.2022" under the "Attachments" tab within eBid for a list of Bidder questions and provided answers.

Regards,

Mike Taylor

Senior Sourcing Agent
Procurement Services
985050 Nebraska Medical Center
Omaha, NE 68198-5050
mike.taylor@nebraska.edu

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

INTRODUCTION

The University of Nebraska Department of Public Safety (UNDPS) operating on the University of Nebraska at Omaha and University of Nebraska Medical Center campuses consisting of approximately 17 sworn Police Officers and 80 Security Officers serving a diverse community of over 35,000 students and employees. The department has a history of progressive thinking and adapting to the ever-changing law enforcement environment. As technology evolves, the department is faced with challenges not previously seen in the world of policing. UNDPS must take advantage of proven technology in the fast-growing market of body worn cameras to better serve our community.

UNDPS intends to purchase **Body Worn Cameras and Related Products and Services** for sworn officers and security staff assigned to the UNDPS divisions who have a high level of daily interaction with the public. The intention of the department is to make multiple purchases as funding becomes available, with a preference towards working directly with a manufacturer. Responding bidders must either be a manufacturer or certified reseller to be considered. Certified resellers must be able to provide full range of products and services, including warranty support. The department is open to any placement of the camera, method of recording and evidence storage. Additionally, UNDPS or other departments may have necessity for in-vehicle audio/visual recordings as well as the installation of audio/visual recording equipment in designated rooms (i.e. interview, questioning rooms, etc.).

National Contract

The Board of Regents of the University of Nebraska, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of Nebraska Department of Public Safety is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (ATTACHMENT A).

The Board of Regents of the University of Nebraska anticipates spending approximately $250,000 over the full potential Master Agreement term for Body Worn Cameras. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Body Worn Cameras purchased under the Master Agreement through OMNIA Partners is approximately $50M. This projection is based on the current annual volumes among the University of Nebraska, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production, shall not be at end-of-life within 3 years of bid, shall be formally announced for general marketing purposes, shall be a model or type currently functioning in a user environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

2. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Bidder. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Bidder. All replacement products must be received by the University of Nebraska Department of Public Safety within seven (7) days of initial notification.

3. DESCRIPTIVE LITERATURE: All offers must include complete manufacturers' descriptive literature regarding the product they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the offer submitted.

4. EQUIPMENT AND RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative(s). It shall be the responsibility of the bidders to ensure that all recall notices are sent directly

5. KEY PERSONNEL: It is essential that the Bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Bidder must agree to assign specific individuals to the key positions. The Bidder agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the University of Nebraska Department of Public Safety. If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Bidder shall immediately notify the University of Nebraska Department of Public Safety, and shall, subject to the concurrence of the University of Nebraska, replace such personnel with personnel of substantially equal ability and qualifications.

6. SAMPLES AND DEMONSTRATIONS: The University reserves the right to determine the level of product demonstration necessary to award the Bidder(s). Product demonstrations may be conducted as part of the evaluation process. If Bidders are invited to participate in a product demonstration, they will be required to provide up to 6 units to the University of Nebraska Department of Public Safety within 7 days of notification for testing purposes. Product will be tested for up to 4 weeks. Samples shall be an exact and true representative sample of the actual product offered. Each sample shall be properly tagged or labeled with the name of the Bidder and manufacturer, the due date, and the solicitation number. Samples shall be provided at no additional costs to the University of Nebraska Department of Public Safety. Samples will be returned to the Bidder.

7. WARRANTY: Bidder shall warrant that all equipment and parts furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the Bidder's liability as stated herein.

8. **NOT TO EXCEED PRICING:** The University of Nebraska requests pricing be submitted as not to exceed pricing to include percentage discounts for all product and service offerings. Unlike fixed pricing, the Bidder can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Bidder must allow for lower pricing to be available for similar product and service purchases.

9. SPECIAL OFFERS/PROMOTIONS: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Bidder may conduct sales promotions involving price reductions for a specified lesser period. Bidder may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

10. BALANCE OF LINE/COMPREHENSIVE PRODUCT OFFERING: Each Bidder awarded an item under this solicitation may offer their complete product and service offering/a balance of line for body worn cameras. Pricing for complete product

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

offering/balance of line items will be determined by a percentage discount off the Bidder's retail price list. The pricing percentage discount offered must be entered on the Price Page in the Complete Product Offering/Balance of Line section in the bidder's response to the Price Proposal section of the Proposal Evaluation Requirements.

11. FEDERAL FUNDING PRICING: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Bidder is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

12. PRICING DISCOUNT: The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Bidder must hold the proposed price list firm for the first 12 months after the contract award.

Although this section reflects the needs and requirements of the University of Nebraska, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive body worn camera program nationally. The body worn camera program may include products and services associated with body worn cameras or any other product and service offerings which OMNIA Partners participants may elect to use. OMNIA Partners participants will sign a supplemental or usage agreement with the awarded vendor substantially based on the terms and conditions of the University of Nebraska contract. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Term and Renewal
The anticipated initial term of the contract is five (5) years, with three (3) additional one-year renewals upon written agreement of the parties, for an anticipated full term of eight (8) years. The Bidder shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Master Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed eight (8) years.

Bidder Requirements

1. BIDDING PROCEDURE

1.1. All bids are subject to any special conditions set forth herein or in the applicable request for bids and will be received through the University of Nebraska-Lincoln (UNL) eBid system, until the bid closing date and time indicated for furnishing the University of Nebraska, hereinafter referred to as "NU", the materials, supplies, equipment or services shown in the electronic bid request (the "Bid Deadline").

1.2. Bidders shall use the electronic bid system for submitting bids, including completion of all instructions and required fields; hard copy, fax, email or verbal responses will be rejected.

1.3. All proposals submitted, along with any exhibits, addenda or modifications, shall be the property of NU.

1.4. Each Bidder shall identify the item such Bidder will furnish by brand or manufacturer's name and catalog numbers. Bidders shall also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in NU bid specifications.

1.5. Upon request, any person submitting a bid for a firm, corporation, or other organization must show evidence of his or her authority to bind such firm, corporation, or organization.

1.6. Bids must be received *before* the Bid Deadline for consideration, as per site usage Terms and Conditions.

1.7. NU may make any investigations or request any documentation deemed necessary to evaluate the ability of the Bidder to perform the specifications of this bid. The Bidder shall furnish NU with pertinent information and data upon request. NU reserves the right in its sole discretion to reject any bid based on the facts resulting from an investigation which indicate that a Bidder: (a) is not properly qualified to carry out the obligations of any contract awarded; or (b) presents a public image not in keeping with the professional standards and reputation which NU expects. Conditional bids will not be accepted.

1.8. Any applicable critical dates will be included in the electronic bid request.

1.8.1. A preliminary pre-bid conference may be indicated. If the conference is mandatory, then any entity wishing to preserve its ability to bid must be represented and will be required to register at the meeting.

Persons planning to attend a preliminary conference should contact UNL Procurement Services (at 402-472-2126) no later than twenty-four (24) hours prior to the pre-bid conference, unless otherwise stated, in order that adequate meeting space is reserved.

Persons planning to attend a preliminary conference are strongly encouraged to direct any questions they have about the bid to the attention of the Procurement Contact, such questions are to be in writing and be delivered via fax (402-472-2246) or email (ebid@unl.edu) , no later than forty-eight (48) hours prior to the pre-bid conference, unless otherwise stated

1.8.2. Any bid may be withdrawn by the Bidder prior to the Bid Deadline. Unless otherwise stated in this bid, no response may be rescinded within ninety (90) days following the scheduled opening of proposals without the approval of the Director of Procurement Services.

1.8.3. Any bid may be edited by the Bidder, unless otherwise stated, prior to the Bid Deadline. In order to make changes a Bidder must retract their bid, which will remove it from consideration and then resubmit after modifications have been made.

1.9. It is the responsibility of each Bidder to become familiar with the project requirements. Lack of knowledge concerning the project requirements will not relieve Bidders of the conditions required as responsive to this bid.

1.10. The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for viewing on-line after such opening of bids. No decisions related to an award of a contract or purchase order will be made at the opening.

2. BID BOND, if required

2.1. A Bid Bond, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond (a "Bid Bond"), may be required to be submitted with this bidding document, as indicated on the bid.

2.2. A Bid bond shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section. The original Bid Bond should then be sent or delivered to the office of the Procurement Services, 1700 Y Street, Lincoln, NE 68588-0645 within three (3) business days after the Bid Deadline.

Bidder Requirements

2.3. If Bid Bond is not received in the office of Procurement Services as stated above, the Bidder may be determined to be non-responsive and may be disqualified.

2.4. NU reserves the right to retain each Bid Bond until 45 calendar days after the Bid Deadline or until the selected Bidder enters into Contract, whichever is shorter.

2.5. The Bid Bond of the selected Bidder shall be retained until NU receives executed the Owner-Contractor Agreement (the "Contract"), Owner's Protective Bond (Performance Bond) and Certificates of Insurance.

2.6. Bid Bonds for the Bidders not selected will be returned to the appropriate Bidder upon NU's receipt of a written request from such Bidder.

2.7. If any Bidder refuses to enter into a Contract or fails to furnish required Performance Bonds and Certificates of Insurance within ten (10) business days following NU providing notice of the contract award, the Bid Bond shall be forfeited to NU as liquidated damages but not as penalty.

3. BIDDER'S REPRESENTATION

3.1. Each Bidder by electronic signature and by submitting a bid represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.

3.2. Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

4.1. Bidders shall promptly notify the Procurement Services Contact, as indicated in the electronic bid request, of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

4.2. Bidders desiring clarification or interpretation of the bidding documents for sealed bids shall make a written request which must reach the Procurement Services Contact as noted in the bidding document.

4.3. Changes made to the bidding documents will be issued electronically via addendum. All Bidders registered for that bid prior to issuance of the addendum will be notified of the addendum. Bidders registering after the addendum is issued will receive the bid with the addendum included.

4.4. Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on NU; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

5.1. Addenda are instruments issued by NU prior to the Bid Deadline which modify or interpret the bidding document by addition, deletion, clarification or correction.

5.2. Addenda notifications will be made available to all registered Bidders immediately via e-mail for inspection on-line. No addenda will be issued later than forty-eight (48) hours prior to the Bid Deadline, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

5.3. All Bidders are solely responsible for providing their correct email addresses and updating such addresses in their eBid profile for any response to inquiries. NU is not responsible for lost or undeliverable responses.

6. BID EVALUATION AND AWARD

6.1. The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance, by NU, of purchase orders, contract award notifications, or other documents appropriate to the work.

6.2. No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the Bid Deadline, and each Bidder so agrees in submitting the bid.

6.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

6.4. The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to NU, and as NU deems will best serve the requirements and interests of NU.

6.5. A tie bid occurs when two or more bids are received with the same unit price and are of equal quality. In accordance with the provisions of Neb. Rev. Stat., § 73-101.01, when a University contract is to be awarded to the lowest possible Bidder, a resident Bidder shall be allowed a preference over a non-resident Bidder from a state which gives or requires a preference to Bidders from that state. Reference: Board of Regent Policy RP-6.2.1.10 Resident Bidder Preference. Tie bids involving two or more Nebraska Bidders will be resolved by a witnessed, coin toss.

Bidder Requirements

6.6. NU reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups or "lump sum"; to wave minor irregularities in bids; all as shall best serve the requirements and interests of NU.

6.7. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by NU. Failure to provide the information requested to make this determination may be grounds to declare such Bidder non-responsive and may result in disqualification.

6.8. NU reserves the right to waive any irregularity or other requirement, which it deems does not materially affect the selection process. Factors that may be considered include, but are not limited to, clarity and responsiveness, conformity with bid specifications, cost effectiveness, design, delivery, installation, the specific needs of the NU community, Bidder's reputation and/or past performance, quality of goods and/or services offered to NU, technical performance, installation, and ability to expand with NU's needs. NU reserves the right to reject any irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous

6.9. University System Participation: Other University campuses or state agencies may wish to explore the possibility of sharing in the benefits of the RFP and its resultant contract.

6.10. Submissions will be evaluated, and the contract, if any, awarded and performed in compliance with all relevant UNL policies.

6.11. No representative of a Bidder should directly or indirectly contact any member of the evaluation committee, or any faculty or staff member concerning this bid, unless permission is explicitly given to the Bidder by the Director of Procurement Services, for the purposes of providing additional information or facilitating the evaluation. Any attempt by a Bidder to contact a member of the evaluation committee or any other faculty or staff member about this bid without proper authorization can lead to disqualification.

6.12. NU reserves the right to request additional information from a Bidder in any format which NU deems necessary to evaluate the proposals, including formal Q & A or meetings and presentations. The evaluation may include subjective assessment of the proposal materials, including factors not listed specifically in this bid.

6.13. Bidders may be required to submit samples of any item or product offered in response to this bid. Each sample must be clearly identified with the name of the Bidder, name of the manufacturer, or other information, if requested, relevant to the evaluation of the sample.

6.14. NU reserves the right to conduct discussions and negotiations with any or all respondents to this bid, concerning any element of or response to this bid, for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, design, schedule and price.

6.15. Upon completion of the evaluation process, Bidders will be notified via email or by the award being posted on the eBid system, of the identity of the successful Bidder. Bidders are responsible for checking the eBid system for all updates. If for any reason, NU and the successful Bidder fail to finalize a contract, NU reserves the right to attempt to enter into a contract with the next most responsive Bidder(s), based on evaluation results.

6.16. NU reserves the right to reject all proposals received and discontinue the evaluation and selection process at any time. NU also reserves the right to re-solicit proposals in response to this bid or any amendment to this bid. If no responsive bids are received, NU reserves the right to negotiate with any firm in order to substantially fulfill the bid under such terms and conditions as NU deems best serve its needs.

7. EXECUTION OF AGREEMENT

7.1. Depending on the type of service or commodity provided, one of the following methods will be employed.

7.1.1. Purchase Order, unless otherwise noted

7.1.1.1. This contract shall consist of a NU Purchase Order.

7.1.1.2. A copy of the Bidder's bid response (or referenced bid number) shall be attached to the Purchase Order, which in all particulars becomes the contract between NU and Bidder and both parties thereby accept and agree to the terms and conditions of said bid documents.

7.1.2. Contract, unless otherwise noted

7.1.2.1. NU will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

7.1.2.2. The prepared documents shall be returned to UNL Procurement Services within ten (10) business days, (unless otherwise noted).

7.1.2.3. NU will sign and date the Contract. Upon approval and signature, NU will return one copy to the successful Bidder.

8. MISCELLANEOUS

8.1. Exceptions: Any exceptions with respect to any requirement of this bid must be specified in writing as part of the submitted proposal. Specific reference must be made to the paragraph numbers and other identifying criteria with respect to any exceptions proposed by the Bidder. Generally, NU will not look favorably upon the request for any exceptions. However, NU recognizes that in certain instances, an exception may be appropriate, and therefore, will consider and reserves the right to grant exceptions when NU deems such exceptions promote NU's best interests. Conditional bids will not be considered.

8.2. Cost of Preparation: NU will not be responsible for any costs incurred in preparation of any element the Bidder's proposal.

8.3. Negotiations: NU reserves the right to conduct discussions and negotiations with any or all respondents to this bid, concerning any element of or response to this bid, for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, design, schedule and price.

8.4. Public Information: Bids submitted to the University are presumed to be public records. If bids contain trade secrets, academic or scientific research work in progress and unpublished, or other proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose, it is the responsibility of the bidder to designate such content as confidential. When bids are opened to determine a successful bidder, all bids will be available for public inspection. Portions of bids designated by the bidder as confidential will be withheld from public inspection. Any reasonably segregable portion of the bid that is not designated as confidential shall be provided for public inspection after deletion of the portion or portions of the bid which may be withheld. Price terms appearing in bids or proposals, invoices, purchase orders or other documents calling for the expenditure of public funds may not be designated as confidential or withheld from public inspection.

8.4.1. A bidder shall be solely responsible for providing the defense to any challenge to a decision to withhold information contained in a proposal, based upon bidder's identification of the information as confidential.

8.4.2. A bidder must submit confidential material in a separate sealed package within the sealed bid package. If the bid is on the UNL eBID system, confidential material must be in a separate attachment marked "Confidential".

8.5. Board of Regents Approval: In certain instances, the Bylaws and Policies of the Board of Regents of the University of Nebraska (the "Board") require that the Board approve the award of a contract. Bidders shall be notified if the Board approval is required. In such cases, no contract or award shall be enforceable absent the Board's approval.

BID TERMS AND CONDITIONS

The information contained in this section is a partial listing of standard terms commonly appearing in contracts awarded by University of Nebraska (NU). All proposals are subject to these terms, unless otherwise explicitly stated.

1. General:
   The specifications, terms, and conditions set forth in this bid and any related award document shall be incorporated by reference, without Bidder exception, into any resulting contract between the University and the successful Bidder. Any additional or different terms proposed by the successful Bidder are not accepted, unless the same are expressly accepted in writing by NU. The contract may not be changed in any way except by an instrument in writing signed by both parties. The contract cancels and supersedes any prior understandings or agreements between the parties with respect to the subject matter hereof. Failure of any party to enforce its rights under the contract shall not constitute a waiver of such rights or of any other rights under the contract.

2. Termination for Cause:
   NU may terminate the contract at any time if the successful Bidder fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such an event, NU shall provide the successful Bidder with a thirty (30) day written notice of the terms in breach. If after such notice, the successful Bidder fails to remedy the breach within those 30 days, NU may immediately cancel the contract.

3. Contract Assignment:
   Contracts granted pursuant to this bid shall not be transferred or assigned without prior written consent of NU.

4. Indemnity, General and Patent:
   The successful Bidder shall indemnify and save harmless NU and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whosoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of NU or its agents.

   With respect to anything provided to NU by the Bidder pursuant to this bid, the Bidder shall indemnify the University and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by NU.

5. Governing Law; Venue:
   The laws of the State of Nebraska shall govern any contract awarded to the successful Bidder. Any dispute arising under any contract awarded, which is not settled by agreement of the parties, shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.

6. Force Majeure:
   Neither party to the contract shall be liable to the other for damages for any delay in performance directly arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of NU poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable

BID TERMS AND CONDITIONS

delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the contract in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.

7. Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies:
This contract must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the successful Bidder, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific vendor contract provisions; and all other applicable policies of the University of Nebraska. Bidder agrees to indemnify NU against any loss, cost, liability, or damage by reason of Bidder's violation of any applicable law or regulation. Any successful Bidder must be qualified to conduct the business necessary to the performance of the contract in the State of Nebraska throughout the duration of the contract term or any renewal thereof. The successful Bidder shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Bidder's business.

8. Sexual Harassment:
State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit sexual harassment of members of the NU community. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive environment. NU contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of NU employees, students and other members of the NU community. The employer of any person who NU, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of any contract awarded hereunder to cause such person to be removed from the project site and from NU premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

9. Drug Free Workplace:
The successful Bidder agrees that in the performance of this contract, neither the Bidder nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the contract. NU reserves the right to request a copy of the Bidder's Drug Free Workplace Policy. The Bidder further agrees to insert a provision similar to this statement in all subcontracts or services required in response to this bid.

10. Weapons Policy:
Possession of dangerous weapons (concealed or unconcealed) on NU property, on the work site, in NU vehicles, or in personal vehicles when on NU property shall be a violation of NU policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by NU, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should NU in its reasonable judgment determine that the Bidder or its employee or agent has committed an act in violation of this policy, the Bidder agrees as a term and condition of the contract awarded hereunder to cause such person and weapon to be removed from the project site and from NU premises and to take such other action as may be reasonably necessary to ensure compliance with this weapons policy.

11. Equal Opportunity in Procurement and Contracts:
Service Provider shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

BID TERMS AND CONDITIONS

Accordingly, the University of Nebraska reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged and women owned business enterprises in all aspects of the University of Nebraska's procurement and contracting activities. This includes procurement of contracts for operational supplies and equipment, construction projects and materials, service contracts and License agreements.

12. Proprietary Information; Confidential Employee Information; HIPAA; FERPA:
It is to be expected that the parties to the contract may find it necessary to reveal certain proprietary information to each other. The contract may, when proprietary information is exchanged, include certain provisions to mutually protect against the use and disclosure of the proprietary information of each party. In the unusual circumstance that the contract should result in the sharing of employee information protected by the law or University of Nebraska policy, information protected by the Health Insurance Portability and Accountability Act, information protected by the Family Educational Rights and Privacy Act of 1974, or any other information deemed confidential and protected by the law, the parties to the contract agree to maintain the confidentiality of such information to the extent and manner required by the law and University policy.

13. Subcontractors:
The successful Bidder shall not subcontract all or substantially all of any facet of the proposed goods or services without the prior written approval of NU. The successful Bidder shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of any contract awarded under this bid; provided however, that no contractual relationship shall exist between any subcontractor and NU, unless it is evidenced in a separate contract independent of the contract with the successful Bidder.

14. Legislative Funding Out Clause:
Notwithstanding any provision in the contract to the contrary, if the legislative body appropriating funds, does not allocate sufficient funds to allow NU to make any periodic payment agreed to in the contract for any future fiscal period, NU will not be obligated to pay the contract balance remaining at the time of the governmental funding short-fall.

15. Parking:
NU shall not be responsible for providing parking for successful Bidder's parking needs. The successful Bidder and/or its employees and agents will be solely responsible for any fines resulting from parking violations occurring on NU property. It is recommended that the successful Bidder and any temporary employees contact the Parking and Transit Services at Stadium Drive Parking Garage, Lincoln, Nebraska, phone (402) 472-1800 to obtain information regarding parking and to obtain permits.

16. Building Rules and Regulations; Tobacco Use:
Employees of the successful Bidder and any subcontractors shall comply with all NU rules and regulations pertaining to conduct in NU's facilities. NU reserves the right to request the removal or replacement of any Bidder or subcontractor employee who fails to comply with such rules and regulations.

    All buildings and University owned vehicles on the NU campus are tobacco-free. Use of tobacco products is not permitted inside any NU facility. The successful Bidder is expected to respect this tobacco-free policy and fully comply with it.

17. Use of Premises:
To the extent that any contract awarded requires the successful Bidder or its employees or agents to be present on or within NU's properties, then the Bidder shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the contract. The successful Bidder shall take such

BID TERMS AND CONDITIONS

precautions as are required to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities, and other properties adjacent to the Bidder's activities within the scope of the contract and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the contract.

18. Hazardous Waste:
Any hazardous waste that is generated from the performance of any contract awarded shall be properly disposed of by the successful Bidder in a timely fashion and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management and disposal is successful Bidder's responsibility. Should NU deem it prudent to dispose of any hazardous waste left on its property, as a result of the successful Bidder's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the Bidder and/or billed to the Bidder. University Environmental Health Services is to be notified of all hazardous waste issues.

Any non-hazardous waste generated in the performance of this contract must be disposed of off campus by the successful Bidder.

19. Delivery; F.O.B.; Shipping:
The successful Bidder shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty for any goods or related services, delivered pursuant to the contract. The successful Bidder shall be responsible for and make delivery, including costs of delivery, cartage, temporary storage, off-loading costs, and insurance, F.O.B. destination as indicated in the Event Details tab. Unless otherwise specified, all shipments will utilize best commercial practices to insure safe arrival at the NU delivery point.

20. Quantity:
With respect to the quantity of any good purchased under the contract, NU need not accept any variation in quantity except as specified in the contract. Over-shipments may be returned to the Bidder at the Bidder's expense, which shall include a reasonable cost for NU handling, or may be retained by NU at no increase in price.

21. Inspection:
NU may, at any time in the course of the contract, inspect and test materials and supplies being used in the performance of the contract, including at the point of manufacture. If inspection and tests are made on contractor's premises, successful Bidder without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the testing/inspection personnel. Except as otherwise agreed in writing, all goods, equipment and supplies furnished under the contract shall be subject to final inspection and acceptance by NU at the delivery destination.

22. Defective Goods or Work:
NU, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) of any goods, equipment, supplies, or other work, which are defective in material or workmanship or otherwise fail to meet the requirements of the contract. All supplies furnished under the contract shall be subject to inspection at F.O.B. destination, and successful Bidder shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the goods, equipment, and supplies, along with all records of delivery. NU may, in addition to any rights it may have by law, prepare for shipment and ship the defective goods, equipment, and supplies to the successful Bidder, require the successful Bidder to remove them, or direct a correction in place. The expense of any such remedy shall be borne by the successful Bidder, including any excess cost.

23. Liens:
Successful Bidder warrants that it has title to any goods delivered under the contract and shall deliver same free of all liens, claims, and encumbrances.

BID TERMS AND CONDITIONS

24. Federal, State and Local Sales Taxes; Federal Excise Taxes:
Purchases made by the University of Nebraska are exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to the successful Bidder upon request.

25. Ambiguities:
Should the successful Bidder perceive an ambiguity in the contract, the successful Bidder shall request an interpretation from NU before proceeding. If a successful Bidder fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.

26. Recycling Policy:
When purchasing products, materials, or supplies for use, the University, when making such purchases shall actively pursue the purchase of products, materials, or supplies which are manufactured or produced with at least 10% post-consumer recycled materials. This policy shall not operate when it would result in the purchase of products, materials, or supplies that are of inadequate quality, not readily available or substantially higher in cost. It is the intent of the University to continually increase the percentage produced from post-consumer recycled material, and, to increase each year the types and variety of products, materials, or supplies purchased with post-consumer recycled material.

27. Successful Bidder Identification:
The successful Bidder shall cause each of its employees or any person acting on behalf of the successful Bidder, while providing goods/services to the University under the contract and working on University property, to carry identification, with photo, showing that the individual is an employee or person acting on behalf of the successful Bidder. A badge worn outside of clothing is appropriate for this purpose. Such identification shall be produced upon request of any University representative, in order to confirm that the successful Bidder's representative is authorized to be present on University property and/or performing as authorized by the contract. Whereas campus security is of utmost importance, failure of any successful Bidder representative to produce the requisite identification upon request, shall be a material breach of the contract and shall be cause, at the discretion of the University, for immediate termination of the contract. For those who commonly wear a work uniform, such uniform shall be worn while providing the services related to the contract in order that the University may quickly and clearly identify successful Bidder's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.

28. Legal Relationship:
The successful Bidder shall under no circumstances be considered as an agent or employee of the University and shall have no right or authority to, in any manner, obligate the University to any person or company except as authorized in writing by the University.

29. Use of University Names and Logos:
The successful Bidder shall not use any University name, sign, logo, symbol, etc. for any purpose, without the prior written approval of the University. Use of University brands generally requires licensing.

30. Improper Business Relationships and Conflict of Interest Prohibited:
In connection with this bid, each Bidder shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among the Bidders, the University and any staff and faculty, and any other party to this bid. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Bidder disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

31. Electronic and Information Technology Accessibility:
All electronic and information technology procurements, agreements, and contracts shall comply with Americans with Disabilities, Section 508 or the Rehabilitation Act of 1998 as amended and the Nebraska Accessibility Policy to be found at:
http://www.nitc.state.ne.us/standards/accessibility/accessibility_standards.pdf.

BID TERMS AND CONDITIONS

32. LB403 Compliance:
The successful Bidder, on behalf of itself and any subcontractor to the Contract agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.

33. Equal Opportunity Clause Certification of Non-Segregated Facilities, Executive Order 11246:
This will be provided and shall be executed by the successful Bidder upon notice of award.

34. Contractor's Certificate of Insurance:
Successful Bidders will be required to furnish a certificate of insurance with coverage's to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file prior to any commencement of work. It is absolutely necessary that "The Board of Regents of the University of Nebraska is listed as an additional insured" be added to the face of the certificate for all coverage except worker's compensation. The above statement must be worded in this manner. It is also absolutely necessary that "Completed Operations Coverage" must be included as part of the successful Bidders General Liability.

35. Debarment:
Each Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any governmental department or agency. If the Bidder cannot certify this statement, such Bidder must submit a written explanation for review by NU.

36. Qualified to Do Business in Nebraska:
Each Bidder certifies that they are qualified to do business in Nebraska (http://www.sos.ne.gov or contact Nebraska Secretary of State, Corporations Division, State Capital 1301, Lincoln NE 68509 phone 402-471-2554 or fax 402-471-3666). If the bidder cannot validate they are certified to do business in Nebraska they must submit a written explanation. A bidder shall be solely responsible for providing the defense to any challenge regarding their qualification to do business in the State of Nebraska.

37. LB429 Compliance:
Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of July 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any documents incorporated by reference in the contract. Copies of all such contracts and documents are published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Contractor to notify the University of any redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) prior to contract execution.

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ATTACHMENT A

OMNIA®
PARTNERS

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of Nebraska (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Body Worn Cameras. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

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responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

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Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there

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are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space

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will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

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i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

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Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

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21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

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Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

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3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

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11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

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Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

Supplier Name:		Total Sales	$0.00
Contract Number:		Admin Fee %	
Reporting Period:		Total Admin Fee	$0.00

Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	FOR OMNIA USE ONLY			
													Wildcard	UniqueId	Rebate Due	Rebate Name

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

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Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing

or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is

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further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
_____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number:
_____

Printed Name and Title of Authorized Representative:
_____

Email Address:
_____

Signature of Authorized Representative: _____Date: _____

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FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet

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the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

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DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

   a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
   b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
   c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d. The form may be used "as-is", subject to edits as described herein.
   e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	_____	_____
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

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DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

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DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

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DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

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DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

Exhibit H

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Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR

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CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT

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LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

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COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR

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BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR

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COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR

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GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

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KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR

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MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR

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PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR

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SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR

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TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR

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YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT

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DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY

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OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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UNIVERSITY OF NEBRASKA

MASTER AGREEMENT #3544-21-4615

for

Body Worn Cameras and Related Products and Services

with

Axon Enterprise, Inc.

Effective: December 21, 2022

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

The following documents comprise the executed contract between The University of Nebraska and Axon Enterprise, Inc., effective December 21, 2022:

I. Master Agreement
II. The University of Nebraska – RFP #3544-21-4615, incorporated by reference
III. Supplier's Response to the RFP, incorporated by reference

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UNIVERSITY OF NEBRASKA
MASTER AGREEMENT
3544-21-4615

This Master Agreement (the "Agreement") sets forth the terms between The Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska for and on behalf of the University of Nebraska Medical Center,having an address at 3835 Holdrege Street, Lincoln, NE 68583 (the "University") and Axon Enterprise, Inc., having anaddress at17800 N. 85th Street, Scottsdale, Arizona 85255 (the "Service Provider") with regard to the performance by Service Provider of the services contemplated herein.

RECITALS

WHEREAS, the University desires to obtain the services of the Service Provider; and

WHEREAS, the Service Provider claims to have expertise and experience to provide such services for the University;

THEREFORE, the University and the Service Provider hereby agree to the following terms, obligations and conditions
:

1. Description of Services. The Service Provider agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services, and shall use its best efforts to render the services and provide the deliverables identified in an attached proposal and/or scope of work for each engagement which references this Agreement, and in accordance with the supplemental terms attached hereto as Attachment A and Appendix A. The Service Provider agrees to perform the Services to the satisfaction of the University during the term of this Agreement. The attachments, appendices, addendums, any exhibits and schedules hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

2. Payment. In full consideration for the Services performed by the Service Provider under this Agreement, the University shall pay or cause to be paidto the Service Provider the total fee and any incidentals pursuant to the schedule identified in attached documents, including but not limited to quotes and order forms, to this Agreement, attached hereto and incorporated by reference herein, and upon submissionof an invoice to University by the Service Provider. Any additional incidental or reimbursable expenses not described in Exhibit A must be agreed to in writing by an authorized University representative. Along with its invoice, the Service Provider shall submit adequate receipts and documentation as requested by the University to support reimbursement of all previously agreed upon incidental or reimbursable expenses. Service Provider is expected to comply with applicable policies and procedures, including but not limited to those stated within the University of Nebraska TravelPolicy (accessible at https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf). The University, in its sole discretion, may decline to reimburse incidental or reimbursable expenses that fail to comply with applicable policies andprocedures. All payments due to Service Provider shall be made on a net 30 day basis. The Service Provideragrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the University will not deduct such taxes f rom any payments to the Service Provider hereunder, unless required by law.

3. Term. The term of this Agreement shall begin on the date fully executed and remain in place for five (5) year(s). The contract may be renewed, by mutual agreement of both parties, in writing for three (3) additional one (1) year periods upon completion of the initial base contract period, provided written mutual concurrence of both parties is exercised in writing prior to the expiration of the existing contract. The length of the contract in its entirety will not exceed eight (8) years ("Term"). The University of Nebraska reserves the right to contract certain work as needed to provide emergency or timely services, introduction of new technology and/or as a result of general market conditions.

4. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the University, non-written information and data disclosed by the University that is identified at the time of disclosure to the Service Provider as confidential and is reduced to writing and transmitted to the Service Provider within thirty (30) days of such non-written disclosure, or information that, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. The Service Provider agrees to use the same degree of care it usesto protect its own confidential information

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and, to the extent permitted by law, to maintain the Confidential Information in strict confidence for a period of three (3)years from the date of termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the Service Provider, or that is hereafter supplied to the Service Provider by a third party without restriction.

5. Ownership Intellectual Property Rights. Service Provider owns and reserves all right, title, and interest in goods and services and suggestions to Service Provider, including all related intellectual property rights. The University will not intentionally cause any Service Provider proprietary rights to be violated.

6. Termination. In the event that either party commitsa material breach of this Agreement and fails to remedyor cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at lawor in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, the University may terminate this Agreement for its convenience upon thirty (30) days prior written notice to the Service Provider. Upon any termination, the University shall promptly pay the Service Provider for all services rendered and costs incurred up to and including the effective date of termination or Service Provider will refund to University a prorated share of any prepaid fees.

7. Representations and Warranties. The Service Provider represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Service Provider agrees to hold University and its respective assigns andlicensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that University and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of theServices or any infringement of any United States patent, copyright, trade infringement, or other intellectual property right arising out of the manufacturer, delivery and use of any goods or Services by the University. Services Provider's indemnification obligations within this paragraph do not extend to claims do not apply to claims based on (a) modification of the goods or services by the University or a third party not approved by Service Provider; (b) use of the goods or services in combination with hardware or services not approved by Service Provider; (c) use of goods or services in a manner other than as permitted in this Agreement; or (d) use of infringing software that is not the most current release provided by Service Provider.

Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreementon behalf of each party has been properly authorized and empowered to enter into this Agreement.

8. Independent Service Provider. The Service Provider is an independent Service Provider and is solely responsible for maintenance and payment of anyand all taxes, insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Service Provider is not the University's agent or representative and has no authority to bind or commit the University to any agreements or other obligations.

9. Liability. Service Provider agrees to indemnify andhold the University, its regents, officers, employees, agents and students, harmless from any loss, claim, damage or liability of any kind brought by a third party, to the extent arising out of or in connection with the negligent or willfully wrongful performance of the Services by theService Provider.

10. Insurance. The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additionalinsured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for theprovision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured priorto commencement of such work.

11. Assignment. This Agreement is non-assignableand non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void. The foregoing restriction on assignment shall not apply to a transfer to any of Service Provider's affiliates or to any successor corporation as the result of a merger, acquisition or internal reorganization.

12. Amendment. This Agreement constitutes the entire understanding between the Service Provider and the University with respect to the subject matter hereofand may not be amended except by an agreement signed by the Service Provider and an authorized representative of the University.

13. Governing Law and Forum. This Agreement shallbe governed by the laws of the State of Nebraska without giving effect to its conflicts of laws provisions. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.

14. Conflict of Interest. No article or service shall be

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purchased f rom any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of theconflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.

Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If ServiceProvider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevantinformation concerning any potential conflict of interest under this Agreement. In the event the potential conflictof interest cannot be resolved, the University may declare this Agreement void and of no further force or effect and the University shall have no further obligations hereunder.

15. Personal Use Prohibited. University funds shallnot be expended for articles or services which are for the personal use of staff or faculty members.

16. Work Status Verification. The Service Provider and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing serviceswithin the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.

17. Debarment List. No contract shall be awarded to any Service Provider/Bidder listed on the General Services Administration's List of Parties Excluded f rom Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed $25,000, Service Provider/Bidder specifically warrants and represents that it is not included on the Debarment List. Service Provider/Bidder further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Service Provider.

18. Change Proposals. Material changes in scope, rush delivery, rework of items already approved or requests for additional revision cycles, services and/or deliverables beyond those listed herein hereafter knownas change orders, shall not be effective until authorized representatives of both Parties execute a mutually acceptable written change order to this Agreement. Any fees arising from change orders, additional services, or deliverables not reflected herein will be invoiced upon completion. Change orders agreed to byemail shall be valid and enforceable as if made part of this Agreement.

19. Taxpayer Transparency Act. Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of July 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any documents incorporated by reference in the contract. Copies of all such contracts and documents are published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Service Provider to notify the University of any redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) prior to contract execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

20. Equal Opportunity. This Service Provider and subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals basedon their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered Service Providers and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

21. Nondiscrimination. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither itnor any of its subcontractors shall discriminate againstany employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege ofemployment because of the race, color, religion, sex, disability, or national origin of the employee orapplicant.

22. Logos or University Marks. The Service Provider shall not use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designatedby the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited.

23. Right to Audit Privilege. The University reservesthe right to audit or inspect work performed by the Service Provider under this Agreement. The Universitymay participate directly or through an appointed representative, e.g. external auditor, in order to verify that the Services related to this Agreement have been performed in accordance to the

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procedures indicated.

24. Continuation of Services. Service Provider agreesto continue to honor its ongoing obligations under this Agreement without interruption in the event of a bonafide dispute concerning payment or a dispute concerning any provision of this Agreement which may include time spent negotiating renewals.

25. Purchase Order Requirement. A Purchase Ordershall be issued by the University to the Service Providerfor payment in accordance with the terms of this Agreement. All invoice(s) submitted by the Service Provider shall make reference to the appropriate Purchase Order number to be eligible for payment.

26. Compliance. Service Provider will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the Services.

27. Incorporation and Priority of Documents. Each document that is ancillary to this Agreement (including without limitation any solicitation, purchase order, addendum, exhibit, appendix, bid, proposal, quotation, or statement of work) ("Ancillary Document") constitutes part of this Agreement if the Ancillary Document is signed by an authorized signatory from each party. Notwithstanding the foregoing, any Ancillary Document attached to the Agreement at execution constitutes part of this Agreement without execution of the Ancillary Document by the parties.

Notwithstanding any provision to the contrary in any of the following documents, precedence is established by the order of the following documents: 1) duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); 2) this Agreement and any solicitation, purchase order, addendum, exhibit, attachment, or appendix issued by the University and incorporated by reference into this Agreement; and 3) each bid, proposal, quotation, statement of work, or other Ancillary Document incorporated by reference into this Agreement. In the event of conflicting or inconsistent provisions between any of the foregoing documents, a document identified with a lower numerical value in this section shall supersede a document identified with a higher numerical value in this section to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the foregoing documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Where terms and conditions specified in the Service Provider's bid, proposal, or quotation differ from the terms and conditions in University's solicitation, the terms and conditions in the solicitation shall apply. Where terms and conditions specified in the Service Provider's bid, proposal, or quotation supplement the terms and conditions in University's solicitation, the supplemental terms and conditions shall apply only if specifically accepted by University in writing.

The rest of this page is left intentionally blank.

The Board of Regents of the University of Nebraska (the University)

Signature: Chris Kabourek **Date:** 12/21/22 | 12:48 CST

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Full Legal Name of Undersigned (the Undersigned) Axon Enterprise, Inc.

Signature: DocuSigned by: Robert E Driscoll 55DAEBB131A4424... **Date:** 12/16/2022 | 12:06 PM MST

Printed Name: Robert E Driscoll

Title: VP, Assoc. General Counsel

I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases Involving University Personnel.

With copies provided to:
University Procurement Services
ATTN: Contract Administration
1700 Y Street
Lincoln, NE 68588

Notice. Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To the Service Provider:

Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255
Attn: General Counsel

To the University:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Attachment A to University of Nebraska Master Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the Board of Regents of the University of Nebraska ("**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**"). It is the intent of the Parties that this Agreement, together with the University of Nebraska Master Agreement ("Master Agreement") to which it is attached, act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions**.

"Agency Content" has the meaning given in Axon Cloud Services Terms of Use Appendix. Axon recognizes and agrees that Agency Content may contain Personal Data, even if the presence of such data is not disclosed and even if such data is not labeled or otherwise identified.

"**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 Device**" means all hardware provided by Axon under this Agreement.

"Personal Data" has the meaning given in Axon Cloud Services Terms of Use Appendix.

"**Non-Content Data**" has the meaning given in Axon Cloud Services Terms of Use Appendix.

"**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.

2 **Term and Survival**. This Term of the Master Agreement shall be as detailed therein ("**Term**").

All subscriptions purchased under this Agreement including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin upon the date specified in the relevant Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**"). If a subscription has not yet expired or been terminated at the end of the Term of the Master Agreement (as may have been extended), such subscription does not terminate and will continue to be governed by the terms of the Agreement and Master Agreement until the subscription's expiration or termination.

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 shall provide Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Axon 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 Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon 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 Axon Device for service, Agency must upload Axon 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 Axon Device sent to Axon for service.

7.3 **Spare Axon Devices**. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon 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 **Except to the extent such limitations are prohibited by applicable law, 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 $500,000.00. Neither Party will be liable for 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, Axon Channel Services, 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 **Axon Device Warnings**. See 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 Axon Devices and Services previously purchased by Agency, provided that it does not materially derogate the overall quality of the Services. Axon will notify the Agency of design

change, at the same time it notifies its general customer base, in the event such design change is in response to a known product defect.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance, as described in the Master Agreement.

13 **Indemnification**. Axon will indemnify Agency, 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.

14 **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.

15 **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 (an "Indemnifiable Claim"). 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.

In case of any indemnifiable claim under Section 15, Axon shall, at its own option, promptly:

15.1 Secure for Agency the right to continue using the Services;

15.2 Replace or modify the Services to make it non-infringing, provided such modification or replacement does not materially degrade any functionality listed in the functional and technical specifications set forth in this Agreement of the documentation for the Services; or

15.3 If such remedies are not commercially practical in Axon's reasonable opinion, refund the fee paid for the Services for every month remaining in the term of the Agreement following the date after which Agency ceases using the Services.

If Axon exercises its rights pursuant to subsection 15.3, Agency shall promptly cease all use of the Services.

16 **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, except for Indemnifiable Claims under Section 15.

17 **Termination**.

17.1 **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.

17.2 **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.

17.3 **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 Axon 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 Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means 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 1-year thereafter. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Such disclosure shall not be a violation of this Section 18. Axon may publicly announce information related to this Agreement.

19 **Use and Disclosure of Agency Content**. Axon may access and use Agency Content solely as necessary to provide the Services to Agency, and unless it receives Agency's prior written consent, Axon: (1) shall not access or use Agency Data for any purpose other than to provide the Services, consistent with its Cloud Services Privacy Policy attached hereto; and (2) shall not give any third-party access to Agency Data, except subcontractors subject to section 26 and Axon's Cloud Services Privacy Policy attached hereto.

20 **Injunction and Enforcement**. Axon agrees that: (1) no adequate remedy exists at law if it fails to perform or breaches any of its obligations in this Agreement; (2) it would be difficult to determine the damages resulting from its breach of this Agreement, and such breach would cause irreparable harm to Agency; and (3) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that Agency prove actual damage or post a bond or other security. Axon waives any opposition to such injunctive relief or any right to such proof, bond, or other security. Axon's obligations in this Agreement (without limitation) apply likewise to Axon's successors, including without limitation to any trustee in bankruptcy. (This section does not limit either party's right to injunctive relief from breaches not listed.)

21 **Privacy and Security Law Compliance**. Axon shall comply with all applicable laws and regulations, governing Axon's access to, use of, and handling of Agency Content.

22 **Approved Region and Data Centers**. Axon shall not transfer Agency Content (or allow its subcontractors to transfer Agency Content) outside the United States unless it receives Agency's prior written consent.

23 **Agency Access**. Agency may access and copy any Agency Content in Axon's possession at any time. Axon shall reasonably facilitate such access and copying promptly after Agency's request, provided Axon may charge its reasonable then-standard fees for any such access and copying or for any related deconversion of data.

24 **Deletion**. Except as set forth in this Agreement, Axon shall not erase Agency Content or any copy thereof without Agency's prior written consent. Further, Axon shall: (1) halt Agency Content deletion promptly if Agency informs Axon that any Agency Content is subject to electronic discovery or otherwise relevant to potential litigation; and (2) at such times as Agency may request (including without limitation as a result of Consumer Requests made mandatory by applicable law), promptly erase all Agency Content from all systems under Axon's control and direct and ensure erasure by any and all of its subcontractors that have access to Agency Content. In erasing Agency Content as required by the Agreement, Axon shall leave no data readable, decipherable, or recoverable on its computers or other media or those of its subcontractors, using the best erasure methods commercially feasible. Upon request after any erasure of Agency Content or any part of it, Axon shall certify such erasure to Agency in writing.

25 **General Security.** Without limiting the generality of its obligations elsewhere in this Agreement, Axon shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Agency Content.

26 **Employees and Subcontractors.** Axon shall not permit any of its employees, subcontractors, or subcontractor employees to access Agency Content except to the extent that such individual or company needs access to facilitate the Services and is subject to a reasonable written agreement with Axon, or in case of employees, a reasonable written employment policy protecting such data, with terms consistent with those of this Agreement.

27 **Audits**. Axon shall retain a certified public accounting firm to perform an annual audit of the data protection features of the Services and to provide a SOC 2 Type II report, pursuant to the then-current standards of the American Institute of Certified Public Accountants (the "AICPA"). If the AICPA revises its relevant reporting standards, Axon shall retain such accounting firm to provide the report that then most resembles a SOC 2 Type II report. In addition, Axon shall annually conduct its own internal security audit and address security gaps. Axon shall give Agency a copy of the most current report from each audit listed above upon request.

28 **Audit and Test Results**. Any report or other result generated through the tests or audits required by section 27 of this Agreement will be Axon's Confidential Information pursuant to section 18 of this Agreement. If any audit or test referenced above uncovers deficiencies or identifies suggested changes in Axon's provision of the Services, Axon shall exercise reasonable efforts promptly to address such deficiencies and changes, including without limitation by revising the information security program described in section 4 of the Axon Cloud Services Terms of Use Appendix.

29 **Data Incidents**. Axon shall implement and maintain a program for managing unauthorized disclosure of, access to, or use of Agency Content (a "Data Incident"). In case of a Data Incident, or if Axon suspects a Data Incident, Axon shall: (1) promptly, and in any case within forty-eight (48) hours, notify Agency by telephone, in person, or by other real-time, in-person communication; (2) cooperate with Agency and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to Agency in notifying injured third parties; and (3) otherwise comply with applicable laws governing data breach notification and response, including Neb. Rev. Stat. §§ 87-801 through 87-808. In addition, if the Data Incident results from Axon's breach of the Agreement or negligent or unauthorized act or omission, including without limitation those of its subcontractors or other agents, Axon shall (a) compensate Agency for any reasonable expense related to notification of consumers and (b) provide one (1) year of credit monitoring service to any affected individual. Axon shall give Agency prompt access to such records related to a Data Incident as Agency may reasonably request, and such records will be Axon's Confidential Information pursuant to section 18 (Confidentiality) of this Agreement; provided Axon is not required to give Agency access to records that might compromising the security of Axon's other customers. This section does not limit Agency's other rights or remedies, if any, resulting from a Data Incident.

30 **Services Warranties**. Axon warrants that:

30.1 During the term of this Agreement and subject to Axon's rights to make improvements pursuant to Section 10 of the Agreement, the Services will perform materially as described in the documentation for the Services;

30.2 Axon is the owner of the Services and of each and every component thereof, or the recipient of a valid license thereto;

30.3 Axon has and will maintain the full power and authority to provide the Services described in the Agreement (a) without the further consent of any third party and (b) without conditions or requirements not set forth in the Agreement;

30.4 Axon employs and will employ industry standard or better protections to prevent unauthorized disclosure of or access to personally identifiable information Agency provides to the Services;

30.5 Axon will comply with those laws governing the privacy and security of such information and generally applicable to data processors in the jurisdictions in which Axon does business;

30.6 Axon will perform professional services in a professional and workmanlike manner;

30.7 Axon has the full right and authority to enter into, execute, and perform its obligations under this Agreement and to the best of its knowledge, as of the date of original signature on the Master Agreement, no pending or threatened claim or litigation known to Axon would have a material adverse impact on its ability to perform as required by this Agreement; and

30.8 The Services and any media used to distribute it contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems;

30.9 Axon's performance of the Services will comply with all applicable laws, including without limitation federal, national, state, provincial, and local.

31 **Axon Cloud Services Service Levels**. Axon shall make commercially reasonable efforts to make Axon Cloud Services available 99.99% of the time. In the event that Axon fails to make Axon Cloud Services available to the defined Monthly Uptime Percentage set forth below, Agency may be entitled to Service Credits, which are awarded as days of Axon Cloud Services usage added to the end of the Subscription Term at no charge to Agency, as further set forth in the attached Service Level Agreement.

Monthly Uptime Percentage	Service Credits in Days
Less than 99.9%	3
Less than 99.0%	7

32 **Breach of Professional Services Warranty**. In case of breach of the warranty in subsection 30.6, Axon, at its own expense, shall promptly re-perform the professional services in question. The preceding sentence, in conjunction with Agency's right to terminate the Agreement where applicable, states Agency's sole remedy and Axon's entire liability for breach of the warranty in subsection 30.6.

33 **Third-Party Terms**. Use of software or services other than those provided by Axon is solely governed by the terms, if any, entered into between Agency and the respective third-party provider.

34 **General**.

34.1 **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

34.2 **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.

34.3 **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

34.4 **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.

34.5 **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

34.6 **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.

34.7 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

34.8 **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.

34.9 **Survival**. The following sections will survive termination: Payment, Warranty, Services Warranties, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

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.

34.10 **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.	Agency:
Attn: Legal	Attn:
17800 N. 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
legal@axon.com	Email

34.11 **Entire Agreement**. The Master Agreement, together with this Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. In the event of a conflict between the Master Agreement and this Agreement, the Master Agreement shall take precedence. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: DocuSigned by: Robert E Driscoll 55DAEBB131A4424...	Signature: Chris Kabourek
Name: Robert E Driscoll	Name: Chris Kabourek
Title: VP, Assoc. General Counsel	Title: Senior VP | CFO
Date: 12/16/2022 | 12:06 PM MST	Date: 12/21/22 | 12:48 CST

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.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **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.

3 **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 is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **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.

5 **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.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, which is incorporated by reference into and appended to this Agreement. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products. Notwithstanding the provisions anything to the contrary in this Agreement, Axon may disclose Agency Content or Non-Content Data as required by applicable law or by proper legal or governmental authority. Axon shall give Agency prompt notice of any such legal or governmental demand and reasonably cooperate with Agency in any effort to seek a protective order or otherwise to contest such required disclosure, at Agency's expense. No revision of Axon's privacy policy will alter Agency's rights and remedies in this Agreement.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. 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**. Except as set forth in this Agreement, Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- **13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- **13.2** 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;
- **13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- **13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- **13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- **13.6** 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
- **13.7** 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.

14 **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 shall 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.

15 **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.

16 **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.

17 **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.

Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

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 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager 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
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions 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
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment 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.

6 **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.

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **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.

9 **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.

10 **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.

11 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12 **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.

13 **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.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment 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.

2 **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 start of the TASER Subscription Term. 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 Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and 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 credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **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 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.

7 **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.

8 **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:

8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds

will be given.

8.2 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.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any 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.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5** Promptly install and implement any software updates provided by Axon;
- **4.6** Ensure that all appropriate data backups are performed;
- **4.7** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial 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.

Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3 **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4 **Wireless Offload Server.**

4.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3 **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4 **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Axon Vehicle Software.**

5.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6 **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

7 **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.

8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

1 **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2 **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3 **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5 **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

   If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.

3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.

4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

- **3.1** modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
- **3.2** reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
- **3.3** copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
- **3.4** use trade secret information contained in Virtual Reality Content;
- **3.5** resell, rent, loan or sublicense Virtual Reality Content;
- **3.6** access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
- **3.7** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Skydio Terms of Use Appendix

1 Definitions.

"**Advanced Software**" means optional capabilities, functions or other features of the Onboard Software that may be specified and identified as such in the Quote. Skydio's characterization of capabilities, functions or other features as Advanced Software shall be dispositive. Notwithstanding any other provision herein, a software feature that is locked or otherwise disabled unless or until an Advanced Software Package is purchased for such software feature shall be deemed an Advanced Software. Advanced Software does not include Mobile Apps.

"**Advanced Software Package**" means an optional, additional-charge license right, specified in the Quote, pursuant to which Skydio shall unlock Advanced Software to permit Customer to use Advanced Software (and in some cases the Skydio Hardware that it controls).

"**Authorized Devices**" are (a) mobile devices that Customer owns or is authorized to use, and (b) controllers purchased by Customer hereunder, which in each case (a) and (b) are used by Customer to operate the Skydio Hardware purchased by Customer hereunder.

"**Base Software**" means capabilities, functions or other features of the Onboard Software that are both: (a) standard capabilities, functions or other features available and activated on Skydio's base consumer version of Skydio Hardware, and (b) available for use without purchase of Advanced Software Package. Base Software may be specified and identified as standard features in the Quote. Any capability, function, or feature that is not a Base Software shall be deemed an Advanced Software.

"**Customer**" means the customer procuring Skydio Products or services.

"**Error**" means a critical error in the Advanced Software that causes the Advanced Software to be inoperable.

"**Skydio License Term**" means with respect to an Advanced Software Package, the term of that Advanced Software Package, including (if applicable) the initial specified term and any renewal terms.

"**Mobile Apps**" means software applications (in executable form only), as may be specified on the Quote, that are specifically intended for use on a mobile device (and any Updates thereto).

"**Onboard Software**" means software, in executable format only, embedded into or otherwise pre-installed on Skydio Hardware as supplied by Skydio, and any Updates thereto, whether or not embedded on read only memory. Onboard Software includes Base Software and Advanced Software.

"**Skydio Privacy Policy**" means Skydio's privacy policy located at https://www.skydio.com/privacy-policy and as it may be amended from time to time by Skydio in its sole discretion.

"**Product**" means Skydio Hardware and Software, as provided by Skydio pursuant to this Agreement and any applicable Quote.

"**Skydio Hardware**" means drones and other unmanned aircraft, controllers, docks, accessories and related hardware that Customer purchases from Skydio or its distributors or resellers.

"**Skydio Software**" means Onboard Software and Mobile Apps.

"**Support Term**" means, for Base Software, the support term specified in the Quote, and, for each Advanced Software Package, the applicable Skydio License Term for such Advanced Software

Package purchased hereunder.

"**Updates**" means any upgrades, updates, maintenance releases, bug fixes or modified versions of Skydio Software that Skydio may release from time to time.

2 **License**. Subject to and in accordance with the terms and conditions of this Agreement and further conditioned upon Customer's payment of all Fees, Skydio grants to Customer:

2.1 a limited, perpetual, non-exclusive, non-transferable (except as provided in Section 5 below titled "Transferability") right and license to use the Base Software solely on Skydio Hardware;

2.2 a limited, perpetual, non-exclusive, non-transferable right and license to download, install, execute and use Mobile Apps on Authorized Devices solely to operate Skydio Hardware in accordance with this Agreement;

2.3 if Customer purchases an Advanced Software Package for the use of an Advanced Software, as specified in the Quote, a limited, non-exclusive, non-transferable right and license, during the Skydio License Term of the Advanced Software Package, to use the Advanced Software on Skydio Hardware that Customer purchases from Skydio solely to operate the Skydio Hardware in accordance with this Agreement ("**Advanced Software License"**); and

2.4 a limited, non-exclusive, non-transferable right and license to install solely on Skydio Hardware any Updates to the Onboard Software, if and when provided by Skydio.

3 **Additional License Terms**. Additional License Terms. The license rights of Section 2 are limited to the United States, Canada and Japan.

3.1 Unless otherwise specified in the applicable Quote, the Advanced Software License is granted on a per-unit basis and it may only be exercised with respect to the specific units of Skydio Hardware identified on the applicable Quote or, if the Quote does not specify such units, then with respect to no more than the total number of Skydio Hardware units authorized on the Quote, or if such total number of units is not specified on the Quote, then only with respect to one (1) single Skydio Hardware unit ("**Authorized Units**").

3.2 Rights under the Advanced Software License are not transferable between Authorized Units. When an Advanced Software License is exercised on a specific Authorized Unit (by unlocking, activating, accessing or using the Advanced Software on that Authorized Unit), such Advanced Software License, or any rights thereof, cannot be transferred to a different unit of Skydio Hardware, except: (i) if Skydio replaces an Authorized Unit pursuant to a warranty claim, Skydio shall transfer to the replacement Authorized Unit, the Advanced Software License of the inoperable unit that is being replaced, and (ii) if a particular Authorized Unit is rendered permanently inoperable, Skydio shall, upon Customer's request, transfer the Advanced Software License rights to a replacement Authorized Unit, provided, however, that Skydio may condition such transfer on Customer returning to Skydio the remnants of the inoperable unit or other evidence of its inoperability.

4 **Limitations and Restrictions**. Except as otherwise expressly provided in this Agreement, the foregoing license grant excludes any right to, and Customer shall not (and shall not permit others to) do any of the following with respect to the Skydio Software: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share, operate as a service bureau, or otherwise make any of it available for access by third parties; (ii) disassemble, reverse engineer or decompile it; (iii) copy, create derivative works based on or otherwise modify it; (iv) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling in it; (v) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (vi) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage, in a malicious act or disrupt its security, integrity or operation; (vii) install, execute or otherwise reproduce Onboard Software on any device other than the Skydio Hardware on which Skydio originally installed the Onboard Software; (viii) install any

Skydio Software on any type of device not approved by Skydio; (ix) disable or otherwise circumvent any technological measures in Skydio Software to limit its installation, use or access; (x) unlock, activate, access or use an Advanced Software on any device other than as permitted under an Advanced Software Package purchased by Customer; and (xi) publish or release any benchmarking or performance data applicable to the Skydio Software.

5 **Transferability**. Subject to the terms and conditions of this Agreement, Customer may transfer the Base Software, including any relevant Base Software license rights, only on a permanent basis and as part of the sale or transfer of the Skydio Hardware on which the Base Software is loaded, provided that Customer retains no copies of any version of the Skydio Software. With the exception of the Base Software, Customer may not transfer any other Skydio Software or other Skydio Software license rights granted herein to another person or entity without the express written permission of Skydio, unless allowed by applicable law stating that transfer may not be restricted.

6 **Evaluation License**. Skydio may make certain Skydio Software available in object code form to end users only for evaluation, training or other limited non-commercial purposes without charging a Fee ("**Evaluation License**"). Where Skydio has provided an Evaluation License, all of the terms of this Agreement shall apply except that (i) Customer's license rights shall be limited to the evaluation of that Skydio Software, (ii) Customer shall not be required to pay a Fee for the evaluation of that Skydio Software and (iii) Skydio shall have the right to revoke the license to the Skydio Software at any time and for any reason.

7 **Updates**. The terms and conditions of this Agreement shall apply to all Updates or additional copies of the Skydio Software. Subject to the terms and conditions of this Agreement, including Customer's timely payment of all Fees due and owed to Skydio, Skydio will provide or make available to Customer, during the Support Term, Updates for Base Software, Mobile Apps and any Advanced Software that was enabled under the purchased Advanced Software Package on the Authorized Units. Notwithstanding any other provision of this Agreement, Customer has no license or right to use any Updates to the Advanced Software unless Customer holds a valid license to the Advanced Software and has paid any required Fees for such Advanced Software. Updates are solely provided on a "when-and-if-available" basis and as made generally available by Skydio to its customers. Customer shall promptly install any Updates that Skydio designates as required for the continued safe operation of Skydio Hardware or operation of any Advanced Software.

8 **Proprietary Notices**. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Skydio Software in the same form and manner that such copyright and other proprietary notices are included on the Skydio Software.

9 **Intellectual Property**. Customer agrees that all worldwide patent, copyright and other intellectual property rights in the Product, and all copies of the Software however made (including copies pre-installed on the Skydio Hardware purchased by Customer) are the exclusive property of Skydio and its suppliers. All Skydio Software is licensed to Customer, not sold. All rights not expressly granted to Customer in this Agreement are reserved by Skydio and its suppliers. There are no implied licenses under this Agreement.

10 **Fees**. Skydio reserves the right to suspend and/or terminate access to the Skydio Software if any undisputed fees for Skydio Hardware or Software are past due. Such suspension or termination shall not relieve Customer from its obligation to pay all undisputed amounts.

11 **Third Party Software and Open Source Software**. The Skydio Software may include third party software, and open source software ("**OSS**"), and such software is provided under separate license terms.

11.1 To the extent the licenses for any OSS requires Skydio to make available to Customer the corresponding source code included in the Skydio Software, Customer may obtain a copy of the applicable OSS source code by sending a written request to legal@skydio.com. The

OSS license terms shall take precedence over this Agreement to the extent that this Agreement imposes greater restrictions on Customer than the applicable OSS license terms. Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of the Skydio Software.

11.2 The use of third party software or applications, or the integration of such software or applications with the Skydio Software, (collectively, "**Third Party Applications**"), may result in Customer data or information being transferred to a third party. Skydio is not responsible for, and Customer agrees to hold Skydio harmless, for any data or information transferred to third parties in connection with your use of Third Party Applications.

12 **Commercial Item.** The Skydio Software and associated documentation are "commercial items" as defined at FAR 2.101 and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

13 **Term and Termination.** This Agreement is effective upon Skydio Software purchase, activation or download, as applicable, and shall continue until terminated.

13.1 **Paid License Term**. Each Advanced Software Package purchased hereunder shall have its own Skydio License Term. Each Skydio License Term shall have an initial term for the time period set forth on the Quote and that the Skydio License Term shall automatically extend for successive additional one (1) year renewal terms thereafter if any (subject to payment of the then-current applicable license fees for each such renewal term) unless either party give notice to the other of its intention not to renew the Skydio License Term at least thirty (30) days before expiration of the then-current initial or renewal term, as the case may be ("**Renewal Terms**"). If a Skydio License Term is not set forth in the Quote, each Skydio License Term shall have an initial term that commences upon the date of provisioning of the Skydio Software and expires one (1) year later; provided, however, that the Skydio License Term shall automatically extend per the Renewal Terms. Unless Skydio terminates this Agreement for breach by Customer, the perpetual licenses to use Base Software shall survive.

13.2 **Free or Trial License Term**. If you have obtained a license to a free version of the Skydio Software, then your license will continue until terminated in accordance with this Agreement. If you have obtained a trial license to the Skydio Software, then your license will continue for such time period as may be specified by Skydio with respect to such trial (and if no period is specified, for 30 days). Skydio may terminate a trial license at any time in its sole discretion.

13.3 **Termination**. Skydio may terminate Customer's license rights under this Agreement immediately without notice if Customer fails to comply with any terms of this Agreement or Customer fails to make any payment as required hereunder. In no event will termination relieve Customer of its obligation to pay any fees payable for Skydio Hardware or Software. Upon termination or expiration of this Agreement for any reason, Customer shall immediately cease using any Skydio Software and must destroy or return to Skydio all copies of the Skydio Software and associated documentation in its possession or control. The following sections shall survive the termination or expiration of this Agreement: Sections 1, 2(a), 2(b), 2(d), 4, 5 and 7-26.

14 **End of Life**. Skydio may discontinue the provision of any Skydio Software, support or Updates in its sole discretion in accordance with, and any licenses granted herein are subject to, Skydio

Product End of Life Policy, which is available at https://support.skydio.com/hc/en-us/articles/360057153714, and is hereby incorporated by reference herein.

15 **Limited Warranty.** The only warranty that Skydio provides with respect to any Skydio products or services is the written limited warranty statement provided with the products or services or as otherwise set forth at https://skydio.com/warranty-terms ("**Limited Warranty**").

16 **Limitations.** Any use of the Skydio Hardware and Software, including any reliance upon or use of any of the information generated thereby, shall be at Customer's and its authorized users' sole risk. Except as expressly set forth in the Limited Warranty and to the extent permitted by law, the Products are provided "as is" and "as available" without warranty of any kind (all of which are hereby disclaimed), whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty set forth in the Limited Warranty and by the provisions in this Agreement. Skydio'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 Skydio Products or any service will not exceed the amounts paid by Customer in the 12 months prior to the action giving rise to the liability. 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.

17 **Safety and Compliance**. Any use of the Skydio Hardware shall comply with all laws. Any use of the Skydio Hardware by Customer and its authorized users shall be in accordance with the information and warnings set forth at https://www.skydio.com/safety (the "**Safety and Operating Guide**"). Customer acknowledges that improper operation of the unmanned aircraft systems may cause injury to persons or property. Customer shall at all times comply with all applicable local, state, national, and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Customer has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by Federal Aviation Administration or other appropriate government agencies). Customer shall obtain and maintain all necessary licenses, consent, and authorizations of any kind necessary to operate unmanned aircraft systems.

18 **Feedback**. If Customer or Customer's authorized users send Skydio comments, suggestions, ideas, materials, notes, drawings, concepts or other information (collectively, "**Submissions**"), Customer and Customer's authorized users (as applicable) grant to Skydio a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use, copy, modify, publicly display, publicly perform, distribute and otherwise exploit the Submissions. None of the Submissions shall be subject to any obligation of confidentiality on Skydio's part, and Skydio shall not be liable for any use or disclosure of any Submissions.

19 **Privacy**. Skydio shall, in providing the Products, comply with Skydio Privacy Policy to the extent that Customer provides Skydio with personally identifiable information.

20 **Mapbox Terms.** The Mobile App uses features and content provided by Mapbox, such as maps and locations on a map. Use of any such Mapbox features and content is subject to the then-current version of Mapbox's terms and privacy policy, which can be found at https://www.mapbox.com/legal/tos/ , including the Mapbox Government Terms of Service, which can be found at https://www.mapbox.com/legal/usg-tos, and you hereby agree to comply with such terms. You can opt out of location telemetry reporting pursuant to such terms.

21 **Services.** In accordance with this Agreement, so long as Customer timely pays all amounts owed hereunder, Skydio shall render to Customer, during the applicable Skydio License Term of each

Advanced Software Package purchased herunder, the support services consisting of: (a) providing Customer's named Administrators (defined below) with consultation in English, via telephone and email, during Skydio's normal business hours (9AM to 5PM PST) to assist in using the Advanced Software licensed under the Advanced Software Package; and (b) making reasonable efforts to correct any critical error in the Advanced Software that causes the Advanced Software to be inoperable ("**Error**"), all in accordance with Skydio's support policies published on its Website, as updated from time to time. Errors do not include, and Skydio has no obligation to correct, malfunctions caused in whole or in part by modification of Software, the operation of third-party products or the integration of Software with or into third-party products, improper installation of the Advanced Software or other Software, or the use of Software other than in accordance with the applicable specifications provided by Skydio. Support is only available for the current and single prior major release of Advanced Software. No other services are included under this Agreement.

22 **Administrators.** Customer shall designate up to three (3) of its employees to administer the Services on its behalf and serve as points of contact in communicating with us, as set forth in the applicable Confirmation or as otherwise agreed by the parties in writing ("**Administrators**"). If a person named as an Administrator leaves Customer's employ, Customer may designate another one of its employees to serve as Administrator to replace the departing employee.

23 **Indemnification.** Skydio will indemnify Customer's officers, directors, and employees ("**Customer Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Customer Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Skydio under this Agreement, except to the extent of Customer's negligence or willful misconduct, or claims under workers compensation.

24 **IP Indemnification.** Skydio will indemnify Customer Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Skydio Products or services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Skydio with written notice of such claim, tender to Skydio the defense or settlement of such claim at Skydio's expense and cooperate fully with Skydio in the defense or settlement of such claim. Skydio's IP indemnification obligations do not apply to claims based on (a) modification of Skydio Products or services by Customer or a third-party not approved by Skydio; (b) use of Skydio Products and services in combination with hardware or services not approved by Skydio; (c) use of Skydio Products and services other than as permitted in this Agreement; or (d) use of Skydio Software that is not the most current release provided by Skydio.

25 **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Skydio Products; (b) breach of this Agreement or violation of applicable law by Customer or a Customer's authorized end user; and (c) a dispute between Customer and a third-party over Customer's use of Skydio Products.

26 **Export Sales and Export Controls.** Customer acknowledges that the Skydio Products, services and technology are subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Skydio Products, services and technology and shall obtain all required U.S. and local authorizations, permits, or licenses. Skydio and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required supporting documentation.

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Axon Commander™ Software Appendix

5 **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

6 **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

7 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
7.5 use trade secret information contained in Commander;
7.6 resell, rent, loan or sublicense Commander;
7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

8 **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

9 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

Axon Application Programming Interface Appendix

1 **Definitions**.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 **Purpose and License**.

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 **Agency Responsibilities**. When using API Service, Agency and its end users may not:

4.1 use API Service in any way other than as expressly permitted under this Agreement;

4.2 use in any way that results in, or could result in, any security breach to Axon;

4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9 make available to a third-party, any token, key, password or other login credentials to API Service;

4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

5.1 the design, structure and naming of API Service fields in all responses and requests;
5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
5.3 the structure of and relationship of API Service resources; and
5.4 the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:
6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
6.3 misrepresent the source or ownership; or
6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

1 **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2 **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

1 **Definitions**.
"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of

the Channel Services; and

7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

1 **Scope**. Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2 **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any 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 the charges or schedule.

3 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4 **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5 **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration

6 **Acceptance**. Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

7 **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9 **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

Axon Support Engineer Appendix

1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2 **Full-Time ASE Scope of Services.**

2.1 A Full-Time ASE will work on-site four (4) days per week.

2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration • Assisting with assigning cameras and registering docks • Maintaining Agency's Axon Evidence account • Connecting Agency to "Early Access" programs for new devices
Account Maintenance • Conducting on-site training on new features and devices for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
Data Analysis • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support • Providing on-site, tier 1 and tier 2 technical support for Axon devices • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy • Coordinating bi-annual voice of customer meetings with Axon's Device Management team • Recording and tracking Agency feature requests and major bugs

3 **Regional ASE Scope of Services**

3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Account Maintenance • Conducting remote training on new features and devices for Agency's leadership • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly conference calls to cover current issues and program status • Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices
Direct Support • Providing remote, tier 1 and tier 2 technical support for Axon devices • Creating and monitoring RMAs remotely
Data Analysis • Providing quarterly Axon usage data to identify trends and program efficiency opportunities • Comparing an Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy • Coordinating bi-yearly Voice of Agency meetings with Device Management team • Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

AXON CLOUD SERVICES PRIVACY POLICY

Last Updated: August 9th, 2021

*This Axon Cloud Services Privacy Policy ("**Policy**") applies only to the information that Axon Enterprise, Inc. ("**Axon**") collects and you or your employer (collectively, "**Customer**") provide to Axon in connection with Customer's use of Axon Cloud Services (as defined below). Axon's marketing sites and other public websites are governed by the Axon Privacy Policy. Usage of Axon Citizen is governed by the Axon Citizen Privacy Policy.*

Unless otherwise provided in this Policy, this Policy is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer ("**Agreement**"). To the extent this Policy contains terms and conditions that differ from those contained in the Agreement, the Agreement shall control. A concept or principle covered in this Policy shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this Policy shall have the meanings assigned to them in the Agreement.

Axon complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework ("Privacy Shield") as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom, and Switzerland to the United States in reliance on Privacy Shield. Axon has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If any conflict exists between the terms of this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit https://www.privacyshield.gov/.

By using Axon Cloud Services, Customer acknowledges that Customer has read and understand this Policy and Customer agrees to be bound by its terms and conditions. Axon may occasionally update this Policy. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer's continued use of Axon Cloud Services will signify Customer's agreement and acceptance to any such changes.

Definitions

- "**Axon Cloud Services**" means Axon's web services hosted on evidence.com including **Axon Evidence**, **Axon Records,** and **Axon Dispatch**, and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).
- "**Axon Products**" means:
  (1) Axon Cloud Services;
  (2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, "**Axon Devices**");
  (3) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, "**Axon Client Applications**"); and
  (4) ancillary hardware, equipment, software, services, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.
- "**Customer Data**" means:
  (1) "Customer Content", which means data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including, without limitation, media or multimedia uploaded into Axon Cloud Services by Customer ("Evidence"); and
  (2) "Non-Content Data", which means:

(a) “Customer Entity and User Data”, which means Personal Data and non-Personal Data regarding Customer’s Axon Cloud Services tenant configuration and users;
(b) “Customer Entity and User Service Interaction” Data which means data regarding Customer's interactions with Axon Cloud Services and Axon Client Applications;
(c) “Service Operations and Security Data”, which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Device and Axon Client Application logs; (iii) service metrics and events logs; and (iv) web transaction logs;
(d) “Account Data”, which means information provided to Axon during sign-up, purchase, or administration of Axon Cloud Services, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer’s account and administrative data associated with the account; and (e) “Support Data”, which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

For purposes of clarity, Customer Content does not include Non-Content Data, and Non-Content Data does not include Customer Content.

- **“Data Controller”** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).
- **“Data Processor”** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- **“Data Exporter”** means the Data Controller who transfers the Personal Data.
- **“Data Importer”** means the Data Processor who agrees to receive from the Data Exporter Personal Data intended for processing on Data Exporter's behalf after the transfer in accordance with the Agreement and who is not subject to a third country’s system ensuring adequate protection with in the meaning of the General Data Protection Regulation (EU) 2016/679 of the European Parliament (“**GDPR**”)
- **“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- “**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- **“Sub-processor”** means any processor engaged by the Data Importer or by any other sub-processor of the Data Importer who agrees to receive from the Data Importer or from any other sub-processor of the Data Importer Personal Data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract.

Axon's Role

Axon is a Data Processor of Customer Content. Customer controls and owns all right, title, and interest in and to Customer Content and Axon obtains no rights to the Customer Content. Customer is solely responsible for the uploading, sharing, withdrawal, management and deletion of Customer Content. Customer grants Axon limited access to Customer Content solely to provide and support Axon Cloud Services to and for Customer and Customer's end-users. Customer represents and warrants to Axon that: (1) Customer owns Customer Content; (2) and Customer Content, and Customer's end-users' use of Customer Content and Axon Cloud Services, does not violate this Policy or applicable data protection laws and regulations.

Axon may also collect, control, and process Non-Content Data. Axon is a Data Controller for Non-Content Data. Axon collects, controls, and processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery of Axon Products including business, operational, and security purposes. With Non-Content Data, Axon may analyze and report anonymized and aggregated data to communicate with external and internal stakeholders. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller with Customer.

Data Collection and Processing Activities

CUSTOMER CONTENT

Axon will only use Customer Content to provide Customer Axon Cloud Services. Axon will not use Customer Content for any advertising or similar commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the Axon Evidence Maintenance Schedule. Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule. Changes to Axon Cloud Services may increase the capabilities of the service and ways in which Customer Content can be processed.

NON-CONTENT DATA

Non-Content Data includes data, configuration, and usage information about customer's Axon Cloud Services tenant, Axon Devices, Axon Client Applications, and users that is transmitted or generated when using Axon Products. Non-Content Data includes the following:

Customer Entity And User Data

Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Cloud Services tenant configuration and users. Axon uses Customer Entity and User Data to: (1) provide Axon Cloud Services, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Cloud Services, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

Customer cannot unsubscribe from non-promotional communications but may unsubscribe from promotional communications at any time.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Cloud Services and Axon Client Applications. Axon uses Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

Service Operations and Security Data

Axon uses Service Operations and Security Data to provide service operations and monitoring.

Account Data

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, market to, and communicate with Customer. Customer may unsubscribe from promotional communications at any time.

Support Data

Axon uses Support Data to resolve Customer’s support incident, and to operate, improve, and personalize Axon Products. If Customer shares Customer Content to Axon in a support scenario, the Customer Content will be treated as Support Data but will only be used for resolving support incidents.

Axon may provide support through phone, email, or online chat. With Customer’s permission, Axon may use Guest Access (“GA") to temporarily navigate Customer’s Axon Cloud Service's tenant to view data in order to resolve a support incident. Phone conversations, online chat sessions, or GA sessions with Axon support professionals may be recorded and/or monitored.

Server and Data Location

CUSTOMER CONTENT

Axon offers Axon Cloud Services in numerous geographic regions. Before creating an account in Axon Cloud Services, Customer determines where Axon will store Customer Content by designating an economic area.

REGION CODE	ECONOMIC AREA	3RD PARTY INFRASTRUCTURE SUB-PROCESSORS	DATA CENTER LOCATION(S)
AU	Southeast Asia	Microsoft Azure	Canberra, ACT
LA	South America	Microsoft Azure	Sao Paulo, Brazil & Texas, United States
CA	Canada	Microsoft Azure	Toronto, ON & Quebec City, QC
EU	European Union	Amazon Web Services	Ireland *Starting Q2 2021, new customers will not be added to this region
EUR	European Union	Microsoft Azure	Netherlands, Ireland
UK	United Kingdom	Microsoft Azure and Amazon Web Services	London, England & Cardiff, Wales
US	United States	Microsoft Azure and Amazon Web Services	Texas & Virginia, United States
US	United States (Federal Region)	Microsoft Azure	Texas & Virginia, United States
ENT	Global	Microsoft Azure	Washington & Wyoming, United States

Axon ensures that all Customer Content in Axon Cloud Services remains within the selected economic area, including, without limitation, all backup data, replication sites, and disaster recovery sites. Customer selected economic areas can be determined through review of Customer's Axon Cloud Services URL. Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

NON-CONTENT DATA

Customer Entity and User Data

Customer Entity and User Data is located in Customer's selected economic area for Customer Content. Customer Entity and User Data may be copied or transferred to the United States.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data is located in Customer's selected economic area for Customer Content and the United States.

Service Operations and Security Data

Service Operations and Security Data is located in Customer's selected economic area for Customer Content and the United States.

Account Data and Support Data

Account and Support data is located is in the United States and may be located in Customer's selected economic area for Customer Content.

Information Sharing

Axon may transfer data with its direct and indirect subsidiaries and Sub-processors, including, without limitation, service providers and other partners to support the overall delivery of Axon Products as described in “Data Collection and Processing Activities” section of this Policy.

Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Sub-processors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Customer Content.

Customer consents to the transfer of Customer Content to Axon's Sub-processors for the purpose of storing Customer Content. Such Sub-processors responsible for storing Customer Content are contracted by Axon for data storage services. Ownership of Customer Content remains with Customer.

Axon may hire Sub-processors to provide or enhance Axon Products on its behalf. Axon will only permit any such Sub-processors to obtain Customer Content from Axon Cloud Services to deliver services to Axon and will be prohibited from using Customer Content for any other purpose. Axon may engage new Sub-processors. Axon will give Customer notice (by updating the website) of any new Sub-processor.

Prior to onboarding Sub-processors, Axon conducts an audit of the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to its access to data and scope of services.

Under Privacy Shield's “Onward Transfer Principle”, Axon remains responsible for personal data that may be shared with Axon's Sub-processors.

Customer can transfer data from Axon Cloud Services to third parties. Customer must ensure data sharing agreements are in place with third parties to protect data throughout its lifecycle.

Axon Sub-Processors

Understand the server locations, data processed, and functions performed.
Axon maintains an up-to-date list of the names and locations of all Sub-processors. This list is below.

If you are a current Axon Cloud Services customer with a data processing agreement in place with Axon, you may subscribe to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process personal data in connection with the provision of your service.
You can subscribe to receive email notifications for changes to Axon Cloud Services Sub-processor(s) by submitting a request here.

For a complete list of Axon Sub-Processors, click here.

TELECOMMUNICATION SUB-PROCESSORS

Axon Body 3 includes embedded cellular technologies used to connect to telecommunication networks in order to provide connectivity between Axon Body 3 and Axon Cloud Services. Cellular technologies enable Axon Aware services. Customer’s Axon Body 3 cameras will send data to the respective Axon Cloud Services region selected telecommunications providers as needed to enable cellular connectivity. Data includes Personal Data, such as location data. For Axon Body 3, Axon manages all cellular

registration and account management associated to the cellular subscription. Personal Data of Customers is not collected by Axon or telecommunications providers for the purposes of cellular account management.

Outlined below is the telecommunication sub-processors. In regions where there are more than one telecommunication sub-processor, Axon will manage customers' Axon Body 3 cellular registration.

REGION CODE	ECONOMIC AREA	TELECOMMUNICATION SUB-PROCESSORS
AU	Southeast Asia	Telstra
LA	South America	TBD / TBA
CA	Canada	Telus
EU/EUR	European Union	T-Systems
UK	United Kingdom	BTEE
US	United States	Verizon and AT&T (FirstNet)
US	United States (Federal Region)	Verizon and AT&T (FirstNet)
ENT	Global	Verizon and AT&T (FirstNet)

Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

Required Disclosures

Axon will not disclose Customer Content except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Content so Customer may file an objection with the court or administrative body.

Customer's Access and Choice

Customer Content

Customer can access Customer's tenant to manage Customer Content.

Non-Content Data

Within the scope of Axon's authorization to do so, and in accordance with Axon's commitment under the Privacy Shield, Axon will work with Customers to provide access to Personal Data about Customer that

Axon or Sub-processors holds. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

If at any time after registering an account on Axon Cloud Services you desire to update Personal Data you have shared with us, change your mind about sharing Personal Data with us, desire to cancel your Customer account, or request that Axon no longer use provided Personal Data to provide you services, please contact us at privacy@axon.com. We will retain and use Personal Data for as long as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements.

Certain data processing is determined by Customer based on Axon Product usage, Customer network or device configuration, and administrative settings made available with Axon Cloud Services or Axon Client Applications:

Axon Body 3 WiFi Positioning

Axon Body 3 cameras offer customers a feature to enhance location services where GPS/GNSS signals may not be available, for instance within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. When WiFi Positioning is enabled, Non-Content and Personal Data including location, device and network information data will be sent to Skyhook Holdings, Inc (Skyhook) to facilitate the WiFi Positioning functionality. Skyhook will act as both a data sub-processor (as reflected in this policy) and as a data controller. Skyhook becomes a data sub-processor for Axon when Skyhook processes data from Axon Body 3 devices to determine a location. Skyhook acts a data controller when it collects data sent from Axon Body 3 cameras to maintain their services and to develop new products, services or datasets. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

Client Push Notifications

Axon Products leverage push notification services made available by mobile operating system providers (i.e. Google's Cloud Messaging and Apple's Push Notification Service to deliver functional notifications to client applications. Push notification services can be managed by leveraging notification settings made available in both mobile applications and the mobile operating system.

User Analytics

Customers can opt-out of user analytics tracking on Axon Cloud Services by disabling cookies or preventing Customer's browser or device from accepting new cookies. To prevent data from being collected by Mixpanel, network or device access to *.mixpanel.com should be blocked

Service Support

Mobile client application crash analytics are used provide Axon personnel insight to crashes when using Axon client applications. To opt out of crash reporting, network or device access to *.crashlytics.com should be blocked.

Geolocation Services

Geolocation services are critical to proper user functionality of many of Axon products. However, customers can chose to opt out of mapping and geolocation functionality by blocking network or device access to *.mapbox.com and *.arcgisonline.com

Data Security Measures

Axon is committed to help protect the security of Customer Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of Customer Content and Non-Content Data against unauthorized access, use, modification, disclosure or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors and Sub-processors, to the extent applicable to the respective scope of performance.

CONFIDENTIALITY

Customer Content and Non-Content Data is encrypted in transit over public networks. Customer Content is encrypted at rest in all Axon Cloud Service regions.

Axon protects all Customer Content and Non-Content Data with strong logical access control mechanisms to ensure only users with appropriate business needs have access to data. Third-party specialized security firms periodically validate access control mechanisms. Access control lists are reviewed periodically by Axon.

INTEGRITY

As Evidence is ingested into Axon Cloud Services, a Secure Hash Algorithm ("SHA") checksum is generated on the upload device and again upon ingestion into Axon Cloud Services. If the SHA checksum does not match, the upload will be reinitiated. Once upload of Evidence is successful, the SHA checksum is retained by Axon Cloud Services and is made viewable by users with access to the Evidence audit trail for the specific piece of Evidence. Tamper-proof audit trails are created automatically by Axon Cloud Services upon ingestion of any Evidence.

AVAILABILITY

Axon takes a comprehensive approach to ensure the availability of Axon Cloud Services. Axon replicates Customer Content over multiple systems to help to protect against accidental destruction or loss. Axon Cloud Services systems are designed to minimize single points of failure. Axon has designed and regularly plans and tests its business continuity planning and disaster recovery programs.

ISOLATION

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to another customer (unless Customers explicitly create a sharing relationship between their tenants or shared data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

Additional role-based access control is leveraged within Customer's Axon Cloud Service tenant to define what users can interact with or access Customer Content. Customer solely manages the role based access control mechanisms within its Axon Cloud Services tenant.

Within the Axon Cloud Services supporting infrastructure, access is granted based on the principle of least privilege. All access must be approved by system owners and undergo at least quarterly user access reviews. Any shared computing or networking resource will undergo extensive hardening and is validated periodically to ensure appropriate isolation of Customer Content.

Non-Content Data is logically isolated within information systems such that only appropriate Axon personnel have access.

PERSONNEL

Axon personnel are required to conduct themselves in a manner consistent with applicable law, the company's guidelines regarding confidentiality, business ethics, acceptable usage, and professional standards. Axon personnel must complete security training upon hire in addition to annual and role-specific security training.

Axon personnel undergo an extensive background check process to the extent legally permissible and in accordance with applicable local labor laws and statutory regulations. Axon personnel supporting Axon Cloud Services are subject to additional role-specific security clearances or adjudication processes, including Criminal Justice Information Services background screening and national security clearances and vetting.

Data Breach

NOTIFICATION

If Axon becomes aware that Customer Data has been accessed, disclosed, altered, or destroyed by an unlawful or unauthorized party, Axon will notify relevant authorities and affected customers.

Within 48 hours of an incident confirmation, Axon will notify Customer administrators registered on Axon Cloud Services. Authorities will be notified through Axon's established channels and timelines. The notification will reasonably explain known facts, actions that have been taken, and make commitments regarding subsequent updates. Additional details are available in the Axon Cloud Services Security Incident Handling and Response Statement.

Data Portability, Migration, and Transfer Back Assistance

DATA PORTABILITY

Evidence uploaded to Axon Cloud Services is retained in original format. Evidence may be retrieved and downloaded by Customer from Axon Cloud Services to move data to an alternative information system. Evidence audit trails and system reports may also be downloaded in various industry-standard, non-proprietary formats.

DATA MIGRATION

In the event Customer's access to Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, may delete Customer Content upon termination as part of normal retention and data management instructions from customers. Upon written request, Axon will provide written proof that all Customer Content has been successfully deleted and removed from Axon Cloud Services.

POST-TERMINATION ASSISTANCE

Axon will provide Customer with the same post-termination data retrieval assistance that is generally made available to all customers. Requests for additional assistance to Customer in downloading or transferring Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

Data Retention, Restitution, and Deletion

Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within. Axon's data retention policies relate to Axon's Non-Content data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon product and services and in accordance with applicable regulations. As outlined below, Customer is responsible for adhering to its own retention policies and procedures.

Evidence Retention

Customer defines Evidence retention periods pursuant to Customer's internal retention policies and procedures. Customer can establish its retention policies within Axon Cloud Services. Therefore, customer controls the retention and deletion of its Evidence within Axon Cloud Services. Axon Cloud Services can automate weekly messages summarizing upcoming agency-wide deletions to all customer Axon Cloud Services administrators. Customer users can receive a weekly message regarding Evidence uploaded within their user account to protect against accidental deletions. Customer can recover Evidence up to 7 days after Customer queues such Evidence for deletion. After this 7-day grace period, Axon Cloud Services initiates deletion of Evidence. Data deletion processing may occur asynchronously across storage systems and data centers. During and after data deletion processing, Evidence will not be recovered or recoverable by any party.

Accountability

As outlined herein, Axon is committed to maintaining compliance with relevant security and privacy standards to ensure the continued security, availability, integrity, confidentiality, and privacy of Axon Cloud Services and Customer Data stored within.

In addition to the security efforts outlined herein, Axon will maintain its ISO/IEC 27001:2013 certification or comparable assurances for Axon Cloud Services. Customers may review the certificate.

Social Media Publishing

Axon provides social media features that enable Customer's and their end users ("Users") to share Customer Content directly from the Evidence Detail page in Axon Evidence to social media websites ("Publish to Social Media Feature"). For example: when a User uploads a video directly to YouTube from Axon Evidence. This may include Customer Content such as video, audio, images or other types of media or multimedia; and the title, description and tags associated with those media. Customer Axon Evidence administrators can manage the enablement of this feature, for all Users, within the administrative functions of Axon Evidence. The use of this feature by Users may result in the collection or sharing of information about them, depending on the feature. The privacy and security practices of the social media website is not covered by this Policy, and Axon is not responsible for, or makes attestations regarding, their privacy or security practices. When Users enable the Publish to Social Media Feature, and/or publish content to a social media website using this feature, they acknowledge and agree to be bound by the terms of service and privacy policy(s), if applicable, of the social media website in which the Customer Content is published to. Axon encourages Users to review the terms of service and privacy policy(s) of the social media website, to make sure they understand the data that may be collected, used, and shared by the website.

- **Google LLC, (YouTube API Services)**: Axon uses YouTube's API services in connection with our Publish to Social Media Feature. When Users link, connect, or login ("Connect") their Google account(s) with Axon Evidence, they are agreeing to be bound by the YouTube Terms of Service (https://www.youtube.com/t/terms). In addition, they are directing Google to send Axon data as controlled by Google or as authorized by the User via their privacy settings at Google. Through YouTube's API services, Axon only accesses, collects, and stores a token which Axon uses to Connect the associated Google account(s) with Axon Evidence. The token is only used to enable a user to upload a video to YouTube and is not shared with external parties. Axon does not obtain or store the associated Google account(s) login credentials, through YouTube's API services.

  Google has settings that list which apps can connect to a Google account(s). When Users Connect an associated Google account(s) to Axon Evidence, Axon Evidence gets authorized in these settings as a connected site or app. If Users remove Axon Evidence from these settings, its access to the account is revoked. Users may revoke this access at any time by following the instructions here: https://help.axon.com/hc/en-us/articles/360052689392-Removing-Axon-Evidence-Access-to-Your-YouTube-Account. Revoking Axon Evidence access will prevent Users from publishing videos to YouTube from Axon Evidence.

  Axon encourages Users to review YouTube's Terms of Service (https://www.youtube.com/t/terms) and Google's Privacy Policy (http://www.google.com/policies/privacy) to make sure they understand the data that may be collected, used, and shared by Google.

Insurance

Axon will maintain, during the term of the Agreement, a cyber-insurance policy and will furnish certificates of insurance as set forth in the Master Agreement and any appendices thereto.

How to Contact Us

Axon commits to resolve complaints about Customer privacy and use of Axon Products. Complaints surrounding this Policy can be directed to Customer's local Axon representative or privacy@axon.com. If Customer has any questions or concerns regarding privacy and security of Customer Content or Axon's handling of Customer's Personal Data under Privacy Shield, please contact privacy@axon.com.

If Customer is an EU citizen and we are unable to satisfactorily resolve any complaint relating to the Privacy Shield, or if Axon fails to acknowledge Customer's complaint in a timely fashion, Customer can contact the relevant EU Data Protection Authorities (DPAs) or the Swiss Federal Data Protection and Information Commissioner (FDPIC). In certain circumstances, the Privacy Shield provides the right to invoke binding arbitration to resolve complaints not resolved by other means, as described in Annex I to the Privacy Shield Principles in each of the Privacy Shield Frameworks. Axon is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

Appendix A – UNIVERSITY OF NEBRASKA TECHNOLOGY
Software/Services Standardized Agreement Language

Introduction

The purpose of this document is to incorporate specific terms and conditions pertinent to technology at the University of Nebraska. This document addresses select topics of particular importance to Information Technology Services ("ITS") in order to be compliant with Board of Regents Policies, as well as Nebraska State laws.

1. INCORPORATION BY REFERENCE

This UNIVERSITY OF NEBRASKA TECHNOLOGY Software/Services Standardized Agreement Language is attached to and incorporated by reference into the Master Agreement ("Agreement") between Axon Enterprise, Inc. ("Service Provider") and the Board of Regents of the University of Nebraska as Appendix A.

2. OWNERSHIP AND PROPRIETARY RIGHTS

2.1 Service Provider owns and retains all right, title and interest in Service Provider-Owned Materials. ITS owns and retains all right, title and interest in ITS's Owned Materials. ITS Students own and retain all right, title and interest in ITS Student-Owned Material. ITS acknowledges and agrees that, unless otherwise agreed by Service Provider in writing, Service Provider is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications, user documentation, and other Service Provider-Owned Materials used by Service Provider in the course of its provision of services hereunder. ITS also acknowledges and agrees that in entering into this Agreement, ITS acquires no ownership rights in Service Provider-Owned Materials. ITS shall not copy, transfer, sell, distribute, assign, display, or otherwise make Service Provider-Owned Materials available to third parties. Service Provider acquires no rights of ownership in or to the ITS owned Materials or the Student-Owned Materials; or anything that is provided to Service Provider by ITS, including but not limited to business processes, software and related documentation. Any modifications or enhancements to the ITS Owned Materials or the Student-Owned Materials including those suggested or implemented by Service Provider, shall belong to ITS. Service Provider agrees that its rights to use any such materials or data provided by ITS, including all ITS-owned Materials is limited to such use as is necessary to permit Service Provider to perform Services and obligations in this Agreement.

2.2 ITS has the responsibility for providing Service Provider with the copyright notice language to appear on websites, delivered course content and/or assessments, and on any related practice and/or demonstration materials. Service Provider will have the responsibility for ensuring that the copyright notice language provided to Service Provider by ITS will appear as provided on any applicable materials. Any copyright notice language or other language acknowledging Service Provider's ownership or other legal rights of Service Provider which appears on websites, course content and/or assessments, and in any practice and/or demonstrational materials will be limited to such language as is necessary to protect Service Provider's legal rights. Unless provided to Service Provider by ITS, no language acknowledging the legal rights of any third party shall appear on materials without the prior written consent of ITS.

2.3 Notwithstanding anything in the Agreement to the contrary, any and all Deliverables (defined below) shall be the sole and exclusive property of ITS. Notwithstanding the foregoing, the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by Service Provider prior to, or acquired during, the performance of the Scope of Work shall be Service Provider-Owned Material.

2.4 Upon ITS' request or upon the expiration or termination of this Agreement, Service Provider shall deliver or return all copies of the work to ITS. Service Provider is permitted, subject to its obligations of confidentiality, to retain one copy of the work for archival purposes and to defend its work product.

2.5 To the extent Service Provider develops any tangible work products identified as deliverables ("Deliverables")

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solely for the use of ITS during the Term or Terms of this Agreement, Service Provider shall grant to ITS a royalty-free, worldwide, non-transferable, non-exclusive, perpetual right to use such work. Service Provider will retain all intellectual property rights and ownership in such work.

2.7 ITS recognizes that Service Provider's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its engagements. ITS's business also depends substantially upon the accumulation and application of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops through collaboration with Service Provider and other service providers. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of ITS, then Service Provider will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively "Know-how") developed by Service Provider and ITS will own the Know-how developed by ITS. To the extent such Know-how is contained or reflected in the Work Product, each party hereby grants the other a fully paid up, perpetual license to use such Know-how. Neither party will sublicense or sell Know-How of the other party to any third party, and neither party will use or exploit the Know-How of the other party to compete with the information technology and professional services of Service Provider or the educational services and delivery of ITS.

3. DATA USE

As between the parties, ITS will own, or retain all of its rights in, all data and information that ITS provides to the Service Provider, as well as all data managed by Service Provider on behalf of ITS, including all output, reports, logs, analyses, and other materials relating to or generated by the Services, even if generated by the Service Provider, as well as all data obtained or extracted through ITS' or Service Provider's use of the Services (collectively, the ITS Data). The ITS Data also includes all data and information provided directly to Service Provider by ITS students and employees, and includes personal data, metadata, and user content. The ITS Data will be ITS' Intellectual Property and Service Provider will treat it as ITS' confidential and proprietary information. Service Provider will not use, access, disclose, or license or provide to third parties, any ITS Data, or materials derived therefrom, except: (i) to the extent necessary to fulfill Service Provider's obligations to ITS hereunder; (ii) as authorized in writing by ITS, and (iii) in compliance with Axon's Cloud Services Privacy Policy attached to the Agreement. Without limiting the generality of the foregoing, Service Provider may not use any ITS Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ITS's prior written consent. Upon request by ITS, Service Provider will deliver, destroy, and/or make available to ITS, any or all of the ITS Data.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.1 Service Provider acknowledges and understands that in connection with this Agreement, the performance of the Scope of Work and otherwise, Service Provider has had or shall have access to, has obtained or shall obtain, or has been or shall be given ITS' Confidential Information (as defined herein). For purposes of this Agreement, "Confidential Information" means all information provided by ITS, or ITS students to Service Provider, including without limitation information concerning the ITS' business strategies, political and legislative affairs, students, employees, vendors, service providers, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, software and documentation, student materials, student name and other identifying information which is generated by the student, such as biometrics. Confidential Information includes information in any and all formats and media, including without limitation oral communication, and includes the originals and any and all copies and derivatives of such information. Service Provider shall comply with all applicable federal, state and local laws restricting access, use and disclosure of protected information.

4.2 Service Provider shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Service Provider employees engaged in that

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performance. Service Provider may also share Confidential Information with its corporate affiliates and with agents and service providers who are bound by similar obligations of confidentiality and who need such information as part of Service Provider's performance under this Agreement. Service Provider shall forward any request for disclosure of Confidential Information to:

Information Technology Services
Canfield Administration Building North (ADMN) 332
Lincoln, NE 68588-0435

4.3 Service Provider acknowledges and understands that ITS is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Nebraska Public Records Law, including regulations promulgated thereunder, as the laws and regulations may be amended from time to time. The Confidential Information that is protected under FERPA was provided to the Service Provider as it is handling an institution service or function that would ordinarily be performed by ITS' employees. Service Provider agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws and as a "school official" under FERPA. The Service Provider further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

4.4 Service Provider may disclose Confidential Information as required by legal process. If Service Provider is required by legal process to disclose Confidential Information, Service Provider shall immediately notify ITS, and before disclosing such information shall allow ITS reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

4.5 Service Provider's obligations with respect to Confidential Information shall survive the expiration or the termination of this Agreement.

4.6 Service Provider acknowledges that its failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause ITS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this section may be a material breach of this Agreement.

4.7 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (1) is or becomes generally known to the public, other than as a result of disclosure by Service Provider, (2) had been previously possessed by Service Provider without restriction against disclosure at the time of receipt by Service Provider, (3) was independently developed by Service Provider without violation of this Agreement, or (4) Service Provider and ITS agree in writing to disclose. To the extent allowed by Nebraska State Law, each party shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the other's information as it exercises to protect its own Confidential Information.

4.8 Service Provider agrees to use Student-Owned Materials, ITS Owned Materials and ITS' Confidential Information only as necessary to perform its responsibilities under this Agreement, keep it confidential in accordance with this Agreement and use reasonable commercial efforts to prevent and protect the contents of these materials, or any parts of them, from unauthorized disclosure. Further, Service Provider will take industry standard measures to protect the security and confidentiality of such information including controlled and audited access to any location where such confidential and proprietary data and materials reside while in the custody of Service Provider and employing security measures to prevent system attacks (e.g., hacker and virus attacks).

4.9 Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all Confidential Information to ITS or, if return is not feasible, destroy any and all Confidential Information without the prior written authorization from ITS. If the Service Provider destroys the information, the Service Provider shall provide ITS with a certificate confirming the date of destruction of the data. Any data referred to

in this section that is still within Service Provider's actual or constructive control shall be subject to the terms of this Agreement in perpetuity.

4.10 ITS will implement security measures at its offices and all other associated facilities to ensure the confidentiality of Service Provider's Confidential Information and materials in manner like that provided by ITS for its own information and materials identified as confidential under this Agreement. Unless otherwise provided by separate agreement, upon termination of this Agreement, ITS shall return to Service Provider all Service Provider-Owned Materials, including software, Source Code, and/or documentation provided to ITS by Service Provider; alternatively, and at Service Provider's option, ITS shall destroy any or all of the aforementioned beyond recoverability. ITS shall not retain any electronic or other copies of any Service Provider-Owned Materials or other Service Provider Proprietary and Confidential Information absent of prior written authorization from Service Provider.

4.11 Service Provider agrees to abide by the limitation on re-disclosure of personally identifiable information (PII) from education set forth in The Family Educational Rights and Privacy Act and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from ITS may use the information but only for the purposes for which the disclosure of the information was made. Further, Service Provider agrees to protect all ITS sensitive data including all PII, financial, corporate business intelligence or intellectual property of ITS faculty, staff, and employees in accordance with generally accepted Information security standards and best practices.

5. INTENTIONALLY OMITTED

6. TERMINATION

6.1 The University may terminate this Agreement upon thirty (30) days' written notice in accordance with the terms of the Agreement.

6.2 The University may terminate this Agreement upon any breach by Service Provider of the terms of this Agreement, any Business Associate Addendum, or incorporated attachment to the Agreement, in accordance with the terms of the Agreement.

6.3 Service Provider may terminate this Agreement if the University materially breaches this Agreement and then fails to correct such breach within thirty (30) days following receipt of written notice from Service Provider. In the event of an uncorrected breach by the University, the Service Provider shall be entitled to recover actual amounts owed by the University to Service Provider that accrued on or before the date of termination. Service Provider expressly waives and disclaims any right or remedy it may have to unilaterally de-install, disable or repossess any Software of any portion thereof.

6.4 The University's rights to the Software as provided in this Agreement will survive a bankruptcy claim by the Service Provider consistent with applicable laws. The rights granted under this Agreement shall be deemed a license of "intellectual property" for purposes of the United States Code, Title 11 ("Bankruptcy Code"), Section 365(n). In the event of the bankruptcy of Service Provider and a subsequent rejection of this Agreement, the University may elect to retain its license rights, subject to and in accordance with the provisions of the Bankruptcy Code or other applicable law.

6.5 The following Sections shall survive the expiration or termination of this Agreement: Grant of License; Ownership and Proprietary Rights; Warranties, Representations and covenants; Limitation of Liability; University Data; Privacy; Cyber Insurance; Termination; and Audit Rights. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assigns.

7. SECURITY

7.1 Service Provider will implement security measures at its offices and all other associated facilities in connection with Service Provider software to ensure the strictest confidentiality of ITS' Owned Materials, ITS' Confidential Information, and all other confidential information and materials. These measures will include, without limitation, encryption, use of a sign-on and access privilege system and other measures described in this Agreement, and such other measures as Service Provider deems necessary in its professional discretion. Service Provider shall impose these measures on all subcontractors used by Service Provider.

7.2 Service Provider shall endorse ITS' requirement to adhere to the University of Nebraska's (ITS) IT Security Standards (http://idm.unl.edu/authentication-services-policy). ITS is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:

A. Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
B. Assessment of the Service Provider's security and privacy controls.
C. Including ITS' security and privacy requirements in the agreement.
D. Periodic reassessment of Service Provider services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

7.3 Service Provider shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Service Provider software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to Confidential Information.

7.4 For the purposes of this article, a "Breach" has the meaning given to it under relevant Nebraska or federal law, for example; the Nebraska Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 (codified at Neb. Rev. Stat. § 87-802) (See 9.5). Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) the identity of the individual or entity that received the unauthorized disclosure, (iv) any pertinent application, access, or security logs or analysis (v) the action(s) that the Service Provider has taken or shall take to mitigate any potentially negative effects of the unauthorized use or disclosure, and (vi) the corrective action(s) the Service Provider has taken or shall take to prevent future similar unauthorized uses or disclosures. Service Provider shall provide additional information in connection with the unauthorized disclosure reasonably requested by ITS.

In the event of a breach arising out of Service Providers negligence or misconduct, Service Provider agrees to promptly reimburse all costs to ITS arising from such breach, including but not limited to (i) costs of notification of individuals, (ii) credit monitoring and/or identity restoration services, (iii) time of ITS personnel responding to the breach, (iv) civil or criminal penalties levied against ITS, attorneys' fees, court costs, etc.

7.5 The contact for the ITS Computer Incident Response Team (CIRT) shall be identified as: 402-472-5700 or its-sec@nebraska.edu. Report any confirmed or suspected breach of University data to ITS's CIRT within forty-eight (48) hours of discovery or detection.

7.6 ITS or an appointed audit firm (Auditors) has the right to audit Service Provider. Audits will be at ITS' sole expense which includes operational charges by Service Provider, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Service Provider, will be borne by the Service Provider. In lieu of ITS or its appointed audit firm performing their own audit, if Service Provider has an external audit firm that performs a review, ITS has the right to review the controls tested as well as the results and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on ITS data.

7.7 Service Provider will, prior to the Agreement effective date and annually thereafter during the Term (as well as promptly after any Security Breach), engage an independent CPA firm to conduct a review of controls

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over security, availability, processing integrity, confidentiality and privacy related to the Service Provider's information technology system. Such review will be conducted at the Service Provider's expense and in accordance with the AICPA's Statements on Standards for Attestation Engagements No. 16 ("SSAE") Service Organization Controls Type 1 or Type 2 report (SOC 1/SOC 2). Service Provider will provide ITS with a copy of the SOC report within thirty (30) days of the ITS' request. If exceptions are noted in the SOC audit, Service Provider will document a plan to promptly address such exceptions and will implement corrective measures within a reasonable period. Service Provider will provide a copy or summary of the exception remediation plan within thirty (30) days of ITS' request and keep ITS informed of the progress and completion of corrective measures. If a SOC audit has not been conducted in the past twelve (12) months and Service Provider is unable to provide associated SOC reports, at ITS' request, Service Provider will appoint a qualified CPA firm to conduct a SOC audit and shall provide ITS with a copy of each applicable SOC report at Service Provider's expense. To the extent the SOC reports provided to ITS do not satisfy ITS' reporting or audit requirements, ITS may conduct its own audits at its expense.

7.8 The Federal Trade Commission has promulgated regulations collectively known as the "Red Flags Rule" with which ITS must comply. See 16 CFR 681. Under the Red Flags Rule, ITS must ensure that Service Provider either complies with ITS' identity theft Program or that Service Provider has its own policies and procedures in place to detect and respond to identity theft Red Flags. Service Provider represents and warrants that is has reasonable policies and procedures in place to detect, prevent and mitigate identity theft. Service Provider shall review and comply with all relevant portions of ITS' identity theft policy, if any, as well as any applicable ITS identity theft plan. Service Provider shall report any Red Flags that it detects in connection with the Agreement to ITS.

8. **CYBER INSURANCE**

The Service Provider agrees to purchase and maintain throughout the term of this Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability"), covering liabilities for financial loss resulting or arising from acts, errors, or omissions in rendering technology/professional services or in connection with the specific services described in violation or infringement of any right of privacy, including: breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on third party computer systems; loss or denial of service; no cyber terrorism exclusion, with a minimum limit of $10,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the Service Provider or an independent contractor working on behalf of the Service Provider in performing services under this Agreement. The policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a confidentiality or breach of security by or on behalf of the Service Provider.

9. **MISCELLANEOUS TERMS**

9.1 Accessibility **(**Section 508 ADAA Compliance). If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc., then the Service Provider shall conform with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria to the greatest extent possible.. The Service Provider further agrees to indemnify and hold harmless the

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University of Nebraska campuses and system using the Service Provider's products or services from any third party claim arising out of its failure to comply with the aforesaid requirements.

ITS, at its discretion, may at any time test the Service Provider's products or services covered by this Agreement to ensure compliance with the requirements set forth above. If ITS has any accessibility issues, then ITS must contact it's designated Service Provider representative or accessibility@axon.com and identify the particular accessibility issue(s) with as much specificity as possible. If an accommodation is found to be necessary due to a verified accessibility issue, then Service Provider agrees to remediate the accessibility issue upon request or provide an alternative accommodation at Service Provider's cost. If the accessibility issue cannot be immediately remediated, then Axon will provide a reasonable timeline for any requested remediation or accommodation. Service Provider agrees that, upon ITS's written request, Service Provider will provide updates or reports to ITS regarding Service Provider's progress with respect to any requested remediation or accommodation. Testing that results discovery of a verified accessibility issue may, in ITS's sole discretion, result in payments for impacted products or services under the Agreement being withheld. All withheld amounts will be paid to the Service Provider upon correction of the non-compliance and acceptance by ITS. Said acceptance will not be unreasonably withheld.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement and a pro-rated refund of fees paid from ITS for the remainder of original contract period.
The parties agree that a verified accessibility issue will not include issues due to intermediary interference (e.g. virus protection software, outdated web browsers or outdated assistive technology) or a user's inability to properly utilize compliant assistive technology. Client agrees to cooperate and work with Axon to discuss options for accessibility and accommodations. If the parties cannot agree that there is a verifiable accessibility issue, then Axon reserves the right to consult with an independent and mutually agreeable accessibility expert to verify the accessibility issue, provide remediation options and/or provide an alternative accommodation. Such right shall not affect University's right to withhold payment set forth above. To the extent that Axon utilizes other third-party applications or plug-ins, now or in the future, Axon encourages third-parties to make their products and services accessible. These third-party applications and/or plug-ins are not controlled by Axon and may present challenges for individuals with disabilities that Axon may not be able to control or remedy.

9.2 **University & State College Participation.** In some instances, state colleges or state agencies may wish to explore the possibility of sharing in the benefits of this contract.

9.3 **Examination of Records.** ITS shall have access to and the right to examine any pertinent books, documents, papers, and electronic records such as logs of the Service Provider involving transactions and work related to this Agreement. Service Provider shall retain project records for a period of three (3) years from the date of final payment.

9.4 **Assistance with Litigation or Investigation.** E-Discovery: In order to provide ITS with the ability to be compliant with e-discovery rules, Service Provider must provide the following where "relevant data" might include any data stored regarding any person affiliated with ITS, access logs, activity logs, transaction logs, changes to access rights, etc., as detailed by the system architecture and practices provided by Service Provider.

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For the Board of Regents of the University of Nebraska

Signature: Chris Kabourek Date: 12/21/22 | 12:48 CST

Printed Name: Chris Kabourek

Title: Senior VP | CFO

For the Service Provider (Service Provider)

Signature: Robert E Driscoll Date: 12/16/2022 | 12:06 PM MST

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Printed Name: Robert E Driscoll

Title: VP, Assoc. General Counsel

I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases involving University Personnel.

Notice. Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To the Service Provider:

Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255
Attn: General Counsel

To the University:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

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Part 1 – Axon Evidence Service Level Agreement

This Service Level Agreement (**SLA**) identifies the Axon Evidence Service Offerings and the expected level of services between Axon[1] (**Axon, us** or **we**) and users of Service Offerings (**Customer** or **you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. Axon reserves the right to update and change the terms of this SLA. When we post changes, we will revise the "last updated" date at the top of this page. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: https://www.axon.com/products/axon-evidence/maintenance-schedule.

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.
- **"Downtime"** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. "Downtime" does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **"Incident"** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **"Maximum Available Minutes"** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **"Monthly Uptime Percentage"** means (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.
- **"Scheduled Downtime"** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **"Service Month"** means a calendar month at Coordinated Universal Time (UTC).

[1] "Axon" refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

- **"Service Credits"** means credits received by users of Service Offerings in the event that the service level objectives are not achieved.
- **"Service Offerings"** means all Axon Evidence services provided by Axon pursuant to this SLA.
- **"Unavailable"** and **"Unavailability"** means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (https://www.axon.com/contact) including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

Service Maintenance

- Maintenance will take place according to the prevailing Axon Cloud Services Maintenance Schedule: https://www.axon.com/products/axon-evidence/maintenance-schedule.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

- For the support of Android & iOS Applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event the Customer does not update their Android/iOS application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in “Scheduled Routine Maintenance”.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Scheduled Routine Maintenance: routine maintenance is scheduled on the fourth Tuesday of each month in Pacific Time (PT)*:

DEPLOYMENT	DAY OF WEEK (PT)	PACIFIC TIME (PT)*	COORDINATED UNIVERSAL TIME (UTC)
Australia**	Tuesday	02:00 - 05:00	10:00 - 12:00
Brazil	Tuesday	10:00 - 11:00	17:00 - 19:00
European Union	Tuesday	13:00 - 14:00	20:00 - 22:00
United Kingdom**	Tuesday	14:00 - 15:00	21:00 - 23:00
Canada	Tuesday	16:00 - 17:00	23:00 - 01:00***
United States - Federal Region	Tuesday	17:00 - 18:00	00:00 - 02:00****
United States	Tuesday	21:00 - 22:00	04:00 - 06:00****

* Pacific Time (PT) observes daylight savings. UTC time data is reflective of maintenance windows regardless of daylight savings observation. Refer to UTC to calculate local time of maintenance.
** Maintenance performed on UK and AU a week after the fourth Tuesday of each month
*** Time period includes time on Wednesday in UTC
**** Time period is on Wednesday in UTC

Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Part 2 - Customer Support Response Statement

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

Definitions

- "**Business Day**" means Monday to Friday 08:00 – 17:30, excluding public holidays.
- "**BOD**" means the Board of Directors
- **"Incident"** means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- **"Targeted Response Time"** means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the *"Axon Customer Support Solution".*
- **"Targeted Resolution Time"** means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon's reasonable control.
- "**Workaround**" means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.

Axon Support Channels

Axon Resource Centre: https://my.axon.com

Telephone:

US & Canada: 800-978-2737
UK: +44 (0)1327 709 666

Email:

UK: uksupport@axon.com
Germany: support-dach@axon.com
Rest of EMEA: customerservice@axon.com or support@axon.com

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Incident Classifications and Response Times

Incident Classification	Description	Targeted Response Time	Targeted Resolution Time	Customer Response Commitment
Severity 1	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 24 hours	Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
Severity 2	- Business critical function is impaired or degraded - There are time-sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 2 weeks	Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
Severity 3	- Non-critical function down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day	Mutually agreed timeframe based on prioritization	

For Customers with 4 levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and will consider the two highest categories as “Severity 1”. For example: Critical and High would be classed as a “Severity 1” Incident and managed accordingly.

Severity Level Determination

Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties’ management, during which time the parties shall continue to handle the Incident support in accordance with Axon’s severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Escalation

Escalation Level	Description	Escalation	Targeted Response Time	Targeted Resolution Time
Tier 1	**Basic technical or commercial issues - Non-time critical**	None	Less than 6 hours	Less than 1 business day
Tier 2	**Advanced technical or commercial issues - Non-time critical.**	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	**Technical or commercial issues - Time critical**	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorization".

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Part 3 – Return of Merchandise Authorization (RMA)

The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered.

Targeted Replacement Time:

Axon aims to have replacement devices shipped to the Customer within 48 hours from receipt of the faulty device (excluding weekends or public holidays).

Exclusions

The Return of Merchandise Authorization does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

N.B. *TASER products (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorization. Customers are requested to contact Customer support directly to report a faulty TASER device.*

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is entered into by and between Axon Enterprise, Inc., a Delaware corporation with an address located at 17800 N 85th Street, Scottsdale, AZ 85255 (herein referred to as "Business Associate"), and The Board of Regents of the University of Nebraska, a public body corporate,(herein referred to as "Covered Entity") and shall be effective on the later of the dates of the parties' signatures below (the "Effective Date").

1. **Definitions**.

1.1. "HIPAA Regulations" means the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder, including (i) the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 (Subparts A and E) (the "HIPAA Privacy Rule"); (ii) the Administrative Requirements applicable to Transactions at 45 C.F.R. Parts 160 and 162 (Subparts A and I) (the "Electronic Transactions Rule"); (iii) the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 (Subparts A and C) (the "HIPAA Security Rule"); and (iv) the Standards for Notification in the Case of Breach of Unsecured Protected Health Information at 45 C.F.R. Parts 160 and 164 (Subparts A and D).

1.2. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

1.3. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, is created by Business Associate on behalf of Covered Entity, or is made accessible to Business Associate by Covered Entity.

1.4. "Services" means provision of Axon Cloud Services as described in the agreement between the Parties (the "Underlying Agreement").

1.5. "Successful Security Incident" shall mean a Security Incident that results in the unauthorized access, use, disclosure, modification, or destruction of PHI.

1.6. "Unsuccessful Security Incident" shall mean a Security Incident that does not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

1.7. Except as otherwise set forth in this Agreement, capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in the HIPAA Regulations. A reference in this Agreement to the HIPAA Regulations, the HIPAA Privacy Rule, the Electronic Transaction Rule, the HIPAA Security Rule and the HITECH Act

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

means the law or regulation as may be amended from time to time. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Regulations.

2. **Business Associate's Satisfactory Assurances**.

2.1. *Permitted Uses of PHI.* Business Associate shall Use PHI only as necessary to perform the Services, for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities. If and only to the extent part of the Services, Business Associate may perform data aggregation with regard to the health care operations of Covered Entity.

2.2. *Permitted Disclosures of PHI.* Business Associate shall Disclose PHI only:

2.2.1. As necessary to perform the Services;

2.2.2. For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that:

2.2.2.1. The Disclosure is Required By Law; provided, however, that Business Associate shall notify Covered Entity no less than five (5) business days prior to any such Disclosure and provide Covered Entity with the opportunity to seek confidential treatment for any PHI Disclosed and cooperate with Covered Entity if it should seek confidential treatment; or

2.2.2.2. Prior to the Disclosure, Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is Disclosed that:

(a) the PHI will be held in confidence and Used or further Disclosed only as Required By Law or for the lawful purpose for which it was Disclosed to the person or entity; and

(b) the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached within two (2) days of becoming aware of such an occurrence.

2.3. *Confidentiality Obligation.* Business Associate will not Use or Disclose PHI other than as permitted by this Agreement or as Required By Law.

2.4. *Safeguards.* Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized Use and Disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required by the HIPAA Regulations. Without limiting the foregoing, Business Associate agrees to comply with the requirements of the HIPAA Security Rule.

2.5. *Deidentification*. Business Associate may not de-identify Protected Health Information except as necessary to provide the Services. Business Associate is prohibited from Using or Disclosing any such deidentified information for its own purposes without the prior

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

written consent of Covered Entity. Business Associate is further prohibited from Disclosing such deidentified information to any third party who may reidentify such information, in violation of 45 C.F.R. 164. Such disclosure shall constitute a breach of this Agreement.

2.6. *Access.* If and to the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall make the PHI specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access in accordance with 45 C.F.R. § 164.524, as amended by the HITECH Act. If Covered Entity determines that an Individual is entitled to such access, and that such PHI is under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Covered Entity shall provide access to the PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request to access his or her PHI, Business Associate shall forward such request to Covered Entity within five (5) business days.

2.7. *Amendment.* Upon request by an Individual, Covered Entity shall determine whether any Individual is entitled to amend his or her PHI pursuant to 45 C.F.R. § 164.526. If Covered Entity determines that an Individual is entitled to such an amendment, and that such PHI is both in a Designated Record Set and under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Business Associate shall provide an opportunity to amend the PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request to amend his or her PHI, Business Associate shall forward such request to Covered Entity within five (5) business days.

2.8. *Accounting.* Upon Covered Entity's request, Business Associate shall make available to Covered Entity the information necessary to provide an accounting of each Disclosure of PHI made by Business Associate in accordance with 45 C.F.R. § 164.528. If Business Associate receives an Individual's request for an accounting of Disclosures, Business Associate shall forward such request to Covered Entity within five (5) business days and will thereafter follow the directions of Covered Entity with respect to such a request for an accounting.

2.9. *Restrictions on Disclosures.* Upon request by an Individual, Covered Entity shall determine whether an Individual is entitled to a restriction on disclosure of PHI pursuant to 45 C.F.R. § 164.522. If Covered Entity determines that an Individual is entitled to such a restriction, Covered Entity will communicate the decision to Business Associate. Business Associate will restrict its Disclosures of the Individual's PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request for a restriction, Business Associate shall forward such request to Covered Entity within five (5) business days.

2.10. *Activities to Assist Covered Entity's Compliance with the HIPAA Privacy Rule*. In the event the performance of the Services requires Business Associate to perform any activity on behalf of Covered Entity in order to assist Covered Entity in complying with the HIPAA Privacy Rule, Business Associate agrees to comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such activity.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

2.11. *Access to Books and Records.* Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Regulations.

2.12. *Background Screenings*. Business Associate has obtained, at Business Associate's own expense and in a manner compliant with all applicable local, state, federal and international laws, including the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, a background screening for all of its Workforce members with access to any Protected Health Information, which background screening was completed consistent with current industry standards and included, without limitation, a national federal criminal database check, a seven (7) year county of residence criminal conviction search, and, as applicable, an international criminal record check (a "Satisfactory Background Screening"). If additional Workforce members (whether existing or new hires) will have access to any Protected Health Information, Business Associate shall ensure Business Associate has obtained a Satisfactory Background Screening for each such additional Workforce member prior to permitting him/her any access to Protected Health Information. Business Associate agrees to update any Workforce background screening upon reasonable request by Covered Entity, it being agreed that any request based upon the occurrence of any Breach or other illegal activity involving Business Associate or its personnel, or the reasonable suspicion of illegal activity involving Protected Health Information, or any regulatory requirements requiring such updates, would be deemed reasonable hereunder. Business Associate shall provide Covered Entity with evidence of the completion of the required Satisfactory Background Screenings upon Covered Entity's request. Business Associate shall not hire, retain or engage any Workforce who will have access to any PHI who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for theft or fraud (including, but not limited to, embezzlement, larceny, perjury, forgery, credit card fraud, check fraud, identity theft), terrorism, or any other breach of trust or fiduciary duty crime.

2.13. *Agents and Subcontractors.* Business Associate shall not permit any agent, Subcontractor or other third party to create, access, receive, maintain, transmit, use, disclose or store PHI in any form on behalf of Business Associate without Covered Entity's prior written consent. Business Associate agrees to ensure that any permitted agent or permitted Subcontractor to which it provides Protected Health Information agrees to the same requirements that apply through this Agreement to Business Associate with respect to such information and to enter into a written business associate agreement with any such agent or Subcontractor. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or Subcontractor in providing the services as if they were Business Associate's own acts failures or omissions to the extent permitted by law.

2.14. *Reporting of Violations.* Business Associate shall report to Covered Entity any of the following events within two (2) business days of becoming aware of the occurrence of the event:

2.14.1. Any Use or Disclosure of PHI not authorized by this Agreement;

2.14.2. Any Successful Security Incident; and

2.14.3. Any acquisition, access, Use or Disclosure of Unsecured PHI in a manner not permitted by the HIPAA Privacy Rule. Such report shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

Business Associate to have been, accessed, acquired, Used or Disclosed. As soon as possible thereafter, and to the extent known, Business Associate shall also provide Covered Entity with a description of:

2.14.3.1. What happened, including the date of the acquisition, access, Use or Disclosure and the date of its discovery;

2.14.3.2. The types of Unsecured PHI involved in the acquisition, access, Use or Disclosure;

2.14.3.3. Any steps Individuals should take to protect themselves from potential harm from the acquisition, access, Use or Disclosure; and

2.14.3.4. What Business Associate is doing to investigate the acquisition, access, Use or Disclosure, to mitigate harm to Individuals, and to protect against any further unpermitted acquisition, access, Use or Disclosure of Unsecured PHI.

2.15. *Reporting Unsuccessful Security Incidents.* The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents. The foregoing notwithstanding, Business Associate shall, upon Covered Entity's reasonable written request, report to Covered Entity Unsuccessful Security Incidents in accordance with the reporting requirements herein. For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether Business Associate believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures Business Associate will implement to address the security inadequacies.

2.16. *Cooperation with Violations*. Business Associate will cooperate with Covered Entity's investigation and/or risk assessment with respect to any report made pursuant to Section 2.14, will abide by Covered Entity's decision with respect to whether such acquisition, access, Use or Disclosure constitutes a Breach of PHI and will follow Covered Entity's instructions with respect to any event reported to Covered Entity by Business Associate pursuant to Section 2.14. Business Associate shall maintain complete records regarding any event requiring reporting for the period required by 45 C.F.R. 164.530(j) or such longer period as may be required by state law and shall make such records available to Covered Entity promptly upon request but in no event later than within five (5) business days.

2.17. *Mitigation*. Business Associate agrees to mitigate, at its sole expense: (i) any harmful effect resulting from a Security Incident involving PHI or any Use or Disclosure of PHI by Business Associate or its Subcontractors in violation of the requirements of this Agreement, the HIPAA Regulations, or other applicable law; and (ii) any risks identified or discovered as a result of an Unsuccessful Security Incident.

2.18. *Breach*. In the event of a Breach of PHI arising out of the acts or omissions of Business Associate or any permitted agent or permitted Subcontractor of Business Associate and as instructed by Covered Entity, Business Associate agrees to either perform at its sole cost and expense, or pay the cost of Covered Entity's performance of, reasonable mitigation or

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

remediation services which shall include at a minimum: (i) reimburse Covered Entity for the cost of providing any notice to individuals affected by the Breach as Covered Entity reasonably determines to be required; (ii) at its own expense, providing any required notice of the Breach to government agencies, media, and/or other entities as Covered Entity reasonably determines to be required; (iii) if required by applicable law, providing individuals affected by the Breach of Protected Health Information with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection services, in which case such longer period shall then apply; (iv) providing reasonable contact support in the form of a toll-free number for affected individuals for a specific period not less than ninety (90) calendar days, except to the extent applicable law specifies a longer period of time for such contact support, in which case such longer period shall then apply; vi) paying reasonable fees associated with computer forensics work required for investigation activities related or relevant to the Breach of Protected Health Information; (vii) paying nonappealable fines or penalties assessed by governments or regulators; (viii) paying reasonable costs or fees associated with any obligations imposed by applicable law, including HIPAA, in addition to the costs and fees defined herein; and (ix) undertaking any other action both Parties agree to be appropriate.

2.19. *No Remuneration for PHI.* Business Associate shall not receive remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by Section 13405(d) of the HITECH Act or any regulations adopted as a result of that provision.

2.20. *Activities Outside the United States*. Business Associate represents that neither it nor any permitted agents nor permitted Subcontractors will transfer, access or otherwise handle Protected Health Information outside the United States without the prior written consent of Covered Entity.

3. **Responsibilities of Covered Entity.** With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity hereby agrees to do the following:

3.1. Covered Entity may only upload, add or provide PHI to Business Associate's cloud services that is: (i) captured through Covered Entity's use of body worn cameras purchased from Business Associate ("BWC") or (ii) information strictly necessary to identify or categorize the PHI captured by BWC and uploaded to Business Associate's cloud services, but excluding, without limitation, any information describing or documenting an Individual's diagnosis, treatment, or Genetic information that is not captured by BWC.

3.2. Covered Entity shall manage its own data.

3.3. Covered Entity will make its privacy practices available at https://nebraskamed.com/patients/rights-responsibilities/notice-privacy-practices for Business Associate's review.

3.4. Inform Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent such limitation may affect Business Associate's use or disclosure of PHI.

3.5. Notify Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by

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under 45 C.F.R. § 164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of PHI by Business Associate under this Agreement.

3.6. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

3.7. Promptly notify Business Associate of any breach by Covered Entity of the Privacy or Security Rules.

4. **Standard Transactions**. To the extent Business Associate conducts on behalf of Covered Entity all or part of a Transaction, Business Associate shall comply with the Electronic Transactions Rule.

5. **Term and Termination**.

5.1. *Term.* This Agreement begins on the Effective Date and remains in effect until the Business Associate ceases to perform the Services for Covered Entity.

5.2. *Termination.* Either party may terminate this Agreement in the event it determines that the other party has violated a material term of this Agreement and such violation has not been remedied within ten (10) days following written notice to the violating party.

5.3. *Survival.* Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled. Any terms of this Agreement that must survive the expiration or termination of this Agreement in order to have their intended effect shall survive the expiration or termination of this Agreement whether or not expressly stated.

5.4. *Duties Upon Termination.* Upon termination of this Agreement, Business Associate shall allow Covered Entity to retrieve all PHI in the possession or control of Business Associate or its agents and Subcontractors and shall then destroy all PHI in its possession or control, as further set forth in the Underlying Agreement. However, if Business Associate determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI, provided that it extends the protections of this Agreement to the information and limits further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

6. **General Provisions**

6.1. *Affiliated Covered Entity (ACE).* Covered Entity represents and warrants that it is an affiliate of the other Covered Entities listed on Exhibit A, and together Covered Entity and the Covered Entities listed in Exhibit A are members of an "Affiliated Covered Entity" as defined in 45 C.F.R. § 164.105. As such, the parties agree that it is their intention that this Agreement applies to Covered Entity and all Covered Entities listed on Exhibit A pursuant to the signature of Company.

6.2. *No Third Party Beneficiaries*. This Agreement is for the sole benefit of the Parties, and there are no third-party beneficiaries to the Agreement.

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6.3. *Future Amendments to HIPAA or HIPAA Regulations*. To the extent HIPAA and/or the HIPAA Regulations are amended in the future and to the extent such amendments contain requirements and/or provisions not already contained in this Agreement required to be incorporated into this Agreement, the Parties agree that either (i) this Agreement shall be deemed to be automatically amended to the extent necessary to incorporate such additional requirements and/or provisions, or (ii) if determined necessary by Covered Entity, they will attempt in good faith to negotiate an amendment to this Agreement in order to incorporate any such additional requirements and/or provisions, provided that in the event that the Parties are unable to agree to such an amendment within sixty (60) days, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

6.4. *Indemnification*. Business Associate agrees to indemnify and hold harmless Covered Entity from any and all liability, damages, costs (including reasonable attorneys' fees and costs) and expenses imposed upon or asserted against Covered Entity arising out of any claims, demands, awards, settlements or judgments relating to any breach of the terms of this Agreement by Business Associate, including, but not limited to, any Use or Disclosure of PHI by Business Associate, or its agents or Subcontractors that is contrary to the provisions of this Agreement or applicable law. This Section shall survive the termination or expiration of this Agreement.

6.5. *Limitation of Liability*. EXCEPT TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW, BUSINESS ASSOCIATES CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED ONE (1) MILLION USD. 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.

6.6. *Insurance*. Business Associate agrees to keep in full force and effect and maintain at its sole cost and expense a policy of data breach and cyber liability insurance covering theft, loss, or unauthorized Disclosure of Protected Health Information, personally identifiable nonpublic information or third-party corporate information in the care, custody or control of Business Associate in an amount sufficient to cover Business Associate's obligations hereunder, regardless of when the claim is brought, which amount shall be not less than ten million dollars ($10,000,000) per occurrence, ten million dollars ($10,000,000) aggregate. All insurance shall name Covered Entity as a certificate holder, and Business Associate shall furnish or cause its insurance carrier to furnish a certificate of insurance to Covered Entity as evidence of such agreement on the Effective Date hereof. This insurance shall be not changed or canceled without Business Associate providing at least thirty (30) days' prior written notice to Covered Entity (unless such cancellation is due to nonpayment of premiums, in which event ten (10) days' prior written notice shall be provided).

6.7. *No Assignment*. Business Associate's duties under this Agreement may not be transferred, assigned or assumed by any other person, in whole or in part, without the prior written consent of Covered Entity. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.

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6.8. *No Ownership*. Any Protected Health Information provided by Covered Entity, its employees, agents, consultants or Subcontractors to Business Associate, or created, obtained, procured, Used or accessed by Business Associate on Covered Entity's behalf, shall at all times be and remain the sole property of Covered Entity, and Business Associate shall not have or obtain any rights therein except as stated herein.

6.9. *Remedies*. The Parties agree that the remedies at law for a violation of the terms of the Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either Party of the terms of the Agreement, the other Party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either Party from pursuing any other remedies that may be available to either of them for such violation.

6.10. *Independent Contractors*. It is expressly agreed that Business Associate, including its employees and Subcontractors, are performing services for Covered Entity as independent contractors. Neither Business Associate nor any of its employees, agents or Subcontractors is an employee or agent of Covered Entity. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.

6.11. *Notices*. All notices and other communications required under this Agreement will be in writing, addressed to either party to the attention of its Privacy Officer at its address set forth above, and will be deemed effectively delivered (i) upon personal delivery, or (ii) upon receipt from a courier service as confirmed by written verification of receipt. Either party may change its address for such communications by giving an appropriate notice to the other party in conformity with this Section.

If to Covered Entity:
University of Nebraska Medical Center
988102 Nebraska Medical Center
Omaha, NE 68198-8102
Attn: Privacy Officer

With a copy to:
University of Nebraska
6001 Dodge Street
Omaha, NE 68182
Attn: Chief Compliance Officer

If to Business Associate:
Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255
Attn: General Counsel

6.12. *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. An executed Agreement delivered by facsimile or other electronic transmission shall be treated as if an original.

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

[Signatures on the following page]

Docusign Envelope ID: 0B1C761D-5530-4CD7-9A34-38FE5E1CF0E4

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the dates set forth below.

The Board of Regents of the University of Nebraska

By: Chris Kabourek

Name: Chris Kabourek

Title: Senior VP | CFO

Date: 12/21/22 | 12:48 CST

Axon Enterprise, Inc.

DocuSigned by:

By: Robert E Driscoll

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Name: Robert E Driscoll

Title: VP, Assoc. General Counsel

Date: 12/16/2022 | 12:06 PM MST

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EXHIBIT A

ACE Covered Entities

The Nebraska Medical Center, located at 987400 Nebraska Medical Center, Omaha, NE 68198-7400

Bellevue Medical Center, located at 2500 Bellevue Medical Center Drive, Bellevue, NE 68123

University of Nebraska Amendment No.2 to Master Agreement 3544-21-4615

This Amendment ("Amendment") is effective as of the date of the last signature set forth below ("Effective Date") by and between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("Agency"), and Axon Enterprises, Inc, Agency and Supplier are collectively referred to as "parties."

WHEREAS, Axon has been awarded University of Nebraska Master Agreement 3544-21-4615 by the Board of Regents of the University of Nebraska (the "Master Agreement"), the terms and pricing of which are available to the participating public agencies who have entered into an interlocal agreement with the National Intergovernental Purchasing Alliance Company, a Deleware corporation d/b/a OMNIA Partners, Public Sector ("Omnia Partners"), as further set forth in the Administrative Agreement between Axon and Omnia Partners;

WHEREAS, the Master Agreement includes an initial term of five (5) years, and may be renewed by mutual written agreement of the parties for three (3) additional (1) year periods.

WHEREAS, the parties wish th amend the agreement terms to allow participating public agencies the benefit of the full possible term.

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment, the parties agree as follows:

1. The term of the agreement shall be from December 21, 2022 through December 20, 2030.
2. Except as specifically set forth in this Amendment, all other terms and conditions of the Master Agreement remain in full force and effect.

This Agreement may be executed by the Parties by facimilie and in counterparts, each of which shall be deemed an origioanal and all of which together shall consititue one and the same instrument.

Each representative identified below declaires they have been expressly authorized to execute this Agreement as of the date of signature.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 05/18/23 | 22:38 CDT

Supplier

DocuSigned by:

Signature: 55DAEBB131A4424...

Printed Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 5/16/2023 | 12:39 PM MST

Title: Amendment No. 2 to 3544-21-4615 Master Agreement
Revised: 220727
Effective: *****