Alex Vargas, Mayor
Katrina Manning, Mayor Pro Tem
Angie Reyes English, Councilmember
Alex Monteiro, Councilmember
L. David Patterson, Councilmember

Dayna S. Williams-Hunter, City Clerk
Marie Poindexter-Hornback, City Treasurer

CITY OF HAWTHORNE
CITY COUNCIL REGULAR MEETING
AGENDA FOR DECEMBER 10, 2024 6:00 PM
COUNCIL CHAMBER AT CITY HALL
4455 W. 126th STREET, HAWTHORNE, CALIFORNIA

MEETING INFORMATION

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY AND NEED REASONABLE ACCOMMODATION OR MODIFICATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT (ADA) PLEASE CONTACT THE CITY CLERK DEPARTMENT AT CITYCLERK@CITYOFHAWTHORNE.ORG OR CALL (310) 349-2915 PRIOR TO THE MEETING FOR ASSISTANCE.

THE MEETING IS SHOWN LIVE ON CABLE CHANNEL 22, AND WILL BE REBROADCAST AS PART OF THE REGULAR CITY COUNCIL, SUCCESSOR AGENCY, AND RELATED MEETINGS ACCORDING TO THE PUBLISHED CABLE SCHEDULE OF PROGRAMS. IT SHALL ALSO BE BROADCAST LIVE AND BE MADE AVAILABLE THEREAFTER ON THE CITY OF HAWTHORNE'S WEBSITE:

MEETING VIDEO

Or online on YouTube by searching for Hawthorne Community Television

THE AGENDA, STAFF REPORTS AND ATTACHMENTS ARE AVAILABLE ONLINE AT AGENDA, STAFF REPORTS, ATTACHMENTS AND THEN SELECTING THE DESIRED MEETING. MEMBERS OF THE PUBLIC MAY INSPECT (AT NO COST) AND/OR OBTAIN COPIES (UPON PAYMENT OF THE CITY'S CURRENT COPYING FEE) OF ANY REGULAR SESSION ITEM BY CONTACTING THE CITY CLERK DEPARTMENT AT CITY HALL VIA TELEPHONE (310) 349-2915 OR EMAIL CITYCLERK@CITYOFHAWTHORNE.ORG

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS/CERTIFICATES/PRESENTATIONS

1. Proclaimation for L. David Patterson

ORAL COMMUNICATIONS

ORAL COMMUNICATION INSTRUCTIONS

ANY PERSON DESIRING TO ADDRESS THE CITY COUNCIL AND PARKING AUTHORITY SHOULD COMPLETE A SPEAKER REQUEST CARD AND SUBMIT THE CARD TO THE CITY CLERK/SECRETARY PRIOR TO THE COMMENCEMENT OF THE CITY COUNCIL, PARKING AUTHORITY AND HOUSING AUTHORITY MEETING. AFTER OBTAINING PERMISSION TO PROCEED BY THE PRESIDING OFFICER SPEAKERS SHOULD FIRST STATE THEIR FULL NAME AND ADDRESS FOR THE RECORD. THEY THEN SHALL STATE THEIR BUSINESS FOR ALL GOVERNING BODIES BRIEFLY AND COMPLETELY AND UNLESS GRANTED FURTHER TIME BY A GOVERNING BODY SHALL LIMIT THEIR ADDRESS TO THREE MINUTES. THE THREE-MINUTE LIMIT SHALL INCLUDE GOVERNING BODY OR STAFF RESPONSES, IF ANY, TO QUERIES POSED BY SPEAKERS. HOWEVER, THE STATE OPEN MEETINGS LAW (GOVERNMENT CODE SECTION 54950 ET SEQ.) PROHIBITS THE CITY COUNCIL FROM PROVIDING A DETAILED RESPONSE OR ACTING UPON ANY ITEM NOT CONTAINED ON THE AGENDA POSTED 72 HOURS BEFORE A REGULAR MEETING AND 24 HOURS BEFORE A SPECIAL MEETING. ALL REMARKS SHALL BE ADDRESSED TO THE GOVERNING BODIES AS A BODY AND NOT TO ANY PARTICULAR MEMBER THEREOF. THE GOVERNING BODY MAY EITHER DISPOSE OF THE COMMUNICATION AT THE CLOSE THEREOF OR MAY REFER IT TO AN APPROPRIATE ADMINISTRATIVE OFFICER FOR STUDY, INVESTIGATION, REPORT, AND/OR RECOMMENDATION. DISCUSSION, IF ANY, SHALL BE BY MEMBERS OF A GOVERNING BODY ONLY. (H.M.C. 2.06.180, RESO. NO. 6443)

CITY CLERK'S CONSENT CALENDAR

2. Approval of waiver of full readings of resolutions and ordinances on Tuesday, December 10, 2024's agenda. Motion to waive full readings.

3. City Treasurer requests approval of the warrants. Motion to approve the warrants.

RECOMMENDED MOTION:
Staff Recommends that the City Council approve the warrants issued for the period of 11/13/2024 to 12/10/2024 in the total of $8,551,382.46.

RESOLUTIONS

4. RESOLUTION NO. 8498
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, PROVIDING FOR THE TERMS AND CONDITIONS OF EMPLOYMENT OF THOSE EMPLOYEES REPRESENTED BY THE THE HAWTHORNE POLICE CIVILIAN ASSOCIATION (HPCA) ACCORDING TO THE PROVISIONS OF THE HAWTHORNE MUNICIPAL CODE (HMC) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE HPCA MEMORANDUM OF UNDERSTANDING (MOU).

RECOMMENDED MOTION:
Staff recommends that the City Council adopt the three-year Memorandum of Understanding between the newly formed Hawthorne Police Civilian Association (HPCA) and the City of Hawthorne. Approval of Resolution No. 8498 providing for the terms and conditions of employment for all employees represented by the Hawthorne Police Civilian Association (HPCA) following provisions of the Hawthorne Municipal Code and authorizing the City Manager to execute the Memorandum of Understanding.

5. RESOLUTION NO. 8501
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE CALIFORNIA, DESIGNATING AUTHORIZED AGENTS TO EXECUTE FOR AND ON THE BEHALF OF THE CITY OF HAWTHORNE FOR FINANCIAL ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) FOR RECOVERING COSTS ASSOCIATED WITH DECLARED EMERGENCIES.

RECOMMENDED MOTION:
Staff Recommends that the City Council Adopt Resolution No. 8501.

6. RESOLUTION NO. 8502
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, APPROVING THE VARIOUS INTER-AGENCY AGREEMENTS WITH THE CITY OF HAWTHORNE AND ACKNOWLEDGING THE TRANSACTIONS REQUIRING PAYMENTS OR "OBLIGATIONS" AS REQUIRED UNDER ARPA/SLFRF RULES

RECOMMENDED MOTION:
Staff Recommends that the City Council Adopt Resolution No. 8502 Approving the Various Inter-Agency Agreements and Acknowledging the Transactions Requiring Payments or "Obligations" as Required Under ARPA/SLFRF Rules and Authorizing the City Manager to Execute All Such Agreements.

7. RESOLUTION NO. 8504
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA APPROVING WAGE TERMS OF THE EMPLOYMENT OF THOSE EMPLOYEES REPRESENTED BY THE HAWTHORNE MUNICIPAL EMPLOYEE ASSOCIATION PART-TIME (HMEA - PT)

RECOMMENDED MOTION:
Staff recommends that the City Council Adopt Resolution No. 8504 approving the wage terms of

employment for employees represented by the Hawthorne Municipal Employee Association Part-Time (HMEA--PT).

8. RESOLUTION NO. 8505
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE ORDERING THE SUMMARY VACATION OF A PORTION OF BART AVENUE SOUTH OF STACY AVENUE AND AN ALLEY LOCATED SOUTH OF BART AVENUE FINDING IT TO BE IN CONFORMANCE WITH THE GENERAL PLAN AND PURSUANT TO THE PUBLIC STREET, HIGHWAYS, AND SERVICE EASEMENTS LAW (DIVISION 9, PART 3, CHAPTER 4 OF CALIFORNIA STREETS AND HIGHWAYS CODE)

RECOMMENDED MOTION:
Staff recommends that the City Council adopt Resolution No. 8505

9. RESOLUTION NO. 8503
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2024 & DECLARING THE RESULTS THEREOF & SUCH OTHER MATTERS AS ARE PROVIDED BY LAW.

RECOMMENDED MOTION:
Staff Recommends that the City Council adopt Resolution No. 8503

ADMINISTRATION OF OATH OF OFFICE TO NEWLY ELECTED OFFICIALS AND CERTIFICATES OF ELECTION FOR NEWLY ELECTED OFFICIALS

Administration of Oath of Office to newly Elected Officials and Presentation of Certificates of Election for New Elected Officials.

John Vargas will administer the Oath of Office to the reelected Mayor Alex Vargas.

City Manager Vontray Norris will administer the Oath of Office to the reelected Council Member Angie Reyes English.

Gabby Johnson will administer the Oath of Office to the newly elected Council Member Faye Johnson.

PUBLIC HEARINGS (FIRST READINGS AND ADOPTIONS)

10. CITY COUNCIL REVIEW OF THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT CU-2024-0007 FOR A DRIVE-THRU AT A NEW MCDONALD'S RESTAURANT AND DESIGN REVIEW APPLICATION DR-2024-0011 FOR THE DESIGN OF A NEW MCDONALD'S RESTAURANT, WHICH INCLUDES THE EXTERIOR FACADE, PARKING, LANDSCAPING AND OFF-SITE IMPROVEMENTS.

RECOMMENDED MOTION:
Staff recommends that the City Council do one of the following: 1) direct Staff to prepare a resolution, direct the City Clerk to assign a resolution number, and authorize the Mayor to sign said resolution upholding the Planning Commission approvals of Conditional Use Permit CU-2024-0007 and Design Review DR-2024-0011 without modifications; 2) direct Staff to prepare a resolution upholding the Planning Commission approvals with specified modifications to be brought back at a future meeting for adoption; 3) direct Staff to prepare a resolution denying the applications (overturn the Planning Commission), provide finding in support of that decision, and direct Staff to bring a resolution back to a future meeting for adoption; or 4) remand the applications back to the Planning Commission with instructions.

CITY MANAGER'S CONSENT CALENDAR

11. Microsoft Enterprise Software Licensing Agreement - Three year renewal of licensing, services, and support via Dell Technologies (custodian of the Riverside County / California State Government

purchasing agreement)

RECOMMENDED MOTION:
Council approve the three-year Microsoft Enterprise Agreement renewal to Dell Systems

12. Supplemental Support & Gap Analysis Agreement for Tyler Enterprise Software Suite

RECOMMENDED MOTION:
Staff recommends that Council approve the agreement with Robert Half Technology.

13. Police Department Records Digitization Project

RECOMMENDED MOTION:
Staff Recommends that the City Council approve an agreement with Richo-USA for secure digital scanning services and data importation

14. Award of Contract for City of Hawthorne Senior Center (Project #24-03)

RECOMMENDED MOTION:
Staff recommends that the City Council award the contract to PCN3, INC. of Los Alamitos, CA and authorize the City Manager or their Designee to execute the agreement and negotiate any change orders after the contract is awarded.

15. Review of the Quarter 1 Financial Report for Fiscal Year 2024-2025.

RECOMMENDED MOTION:
Staff recommends that the City Council receive, approve, and file the Quarter 1 Financial Report for Fiscal Year 2024-2025.

16. Amendment to Contract for Administering the COVID-19 Relief and Economic Recovery Program

RECOMMENDED MOTION:
Staff recommends that the City Council authorize the City Manager to sign contracts with HDL Econ-Solutions for Administering the COVID-19 Relief and Economic Recovery Program

17. American Rescue Plan Act (ARPA) Update and request for approval of recommendations

RECOMMENDED MOTION:
Staff recommends that the City Council provide approval on the final reallocation recommendations and receive and file the ARPA Economic Development Plan Programs update.

CITY ATTORNEY'S CONSENT CALENDAR

18. Claim for bodily injury by Ana B. Acosta.

RECOMMENDED MOTION:
Staff recommends that the City Council deny the claim by Ana B. Acosta.

DISCUSSION/ACTION ITEMS

19. City Attorney's Evaluation/Accomplishments (K. Manning)

20. Standards of Behavior Pledge to Promote Civility and Professionalism at City Council Meetings and in Closed Sessions (K.Manning)

21. Yearly Evaluation of City Employees/Peer Review of Department Heads (K. Manning)

22. Telehealth Update (K. Manning)

ELECTED OFFICIALS REPORTS/RECOMMENDATIONS

ADJOURNMENT

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HAWTHORNE)

I, **DIANA CUCALON**, Deputy City Clerk for the City of Hawthorne, certify that a true and correct copy of the foregoing City Council Meeting Agenda was posted not less than 72 hours before the City Council Meeting to be held on Tuesday, December 10, 2024



DIANA CUCALON, HAWTHORNE DEPUTY CITY CLERK

AGENDA ITEM NO. 3.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Licensing

City Manager: **Department Head:**

SUBJECT:
City Treasurer requests approval of the warrants. Motion to approve the warrants.

RECOMMENDED MOTION:
Staff Recommends that the City Council approve the warrants issued for the period of 11/13/2024 to 12/10/2024 in the total of $8,551,382.46.

DISCUSSION:
Staff plans to issue checks to the vendors that provide goods and services to the City of Hawthorne.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
Develop and implement clear, business-friendly methods to communicate useful and helpful information to vendors.

FISCAL IMPACT:
None. Funds for these payments with the amount of $8,551,382.46 are available in the adopted Fiscal Year 2024-2025 budget.

Description of Warrants	Amount
Payroll City Warrants	$ 996,997.65
General City Warrants	$ 6,383,029.32
Housing Warrants	$ 1,110,140.06
Asset Forfeiture Warrants	$ 61,215.43
Grand Total	**$ 8,551,382.46**

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act

ATTACHMENTS
Council Warrants 12/10/24

CITY OF HAWTHORNE

FOR THE MEETING OF DECEMBER 10, 2024

ORIGINATING DEPARTMENT: FINANCE

The City Treasurer submits the following Payroll City Warrants for your approval:

	Warrant #s			
Date	**Start**	**Ending**	**Warrant type**	**Total $**
11/21/24	30688	30995	PAYROLL	990,707.15
11/21/24	196381	196392	PAYROLL	6,290.50
*** Emergency Issue - for ratification only**				996,997.65

State of California, County of Los Angeles SS:

The foregoing claims/demands/warrants have been filed with me; each one bearing an endorsement of the officer or employee of the department, requiring same, that the price is correct.

_____ City Treasurer

_____ City Clerk

CITY OF HAWTHORNE

FOR THE MEETING OF DECEMBER 10, 2024

ORIGINATING DEPARTMENT: FINANCE

The City Treasurer submits the following General City Warrants for your approval:

	Warrant #s			
Date	**Start**	**Ending**	**Warrant type**	**Total $**
11/7/24	488322	488338	DEBT LEVIES	18,302.40
11/18/24	488339	488339	CITY-SPECIAL	3,224.82
11/26/24	488340	488346	UTILITIES	60,725.95
11/26/24	488347	488534	CITY	2,791,494.35
11/15/24	488535	488536	CITY-SPECIAL	153,492.94
11/22/24	488537	488537	CITY-SPECIAL	9,600.00
11/20/24	488538	488539	CITY-SPECIAL	67,484.27
11/21/24	488540	488557	DEBT LEVIES	19,399.75
12/10/24	488558	488559	UTILITIES	109,861.07
12/10/24	488560	488674	CITY	3,149,443.77
				6,383,029.32

*** Emergency Issue - for ratification only**

State of California, County of Los Angeles SS:

The foregoing claims/demands/warrants have been filed with me; each one bearing an endorsement of the officer or employee of the department, requiring same, that the price is correct.

_____ City Treasurer

_____ City Clerk

PAID INVOICES REPORT

CHECK: DL110724 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
123239 CA DISBURSEMENT UNIT								
86866	11/07/24		488322	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	704.30
INVOICE: 2024-24								
VENDOR TOTALS		7,043.00 YTD INVOICED				25,354.80 YTD PAID		704.30
119637 CA SDU, STATE DISBURSEMENT UNIT								
86861	11/07/24		488323	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	258.46
INVOICE: 2024-24								
VENDOR TOTALS		2,584.60 YTD INVOICED				9,304.56 YTD PAID		258.46
119685 CA SDU, STATE DISBURSEMENT UNIT								
86863	11/07/24		488324	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	177.69
INVOICE: 2024-24								
VENDOR TOTALS		1,776.90 YTD INVOICED				6,396.84 YTD PAID		177.69
124099 CALIFORNIA STATE DISBURSEMENT UNIT								
86864	11/07/24		488326	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	533.53
INVOICE: 2024-24								
VENDOR TOTALS		4,268.24 YTD INVOICED				4,268.24 YTD PAID		533.53
123708 CALIFORNIA STATE DISBURSEMENT UNIT								
86876	11/07/24		488325	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	126.00
INVOICE: 2024-24								
VENDOR TOTALS		1,260.00 YTD INVOICED				4,599.00 YTD PAID		126.00
124168 EMPLOYMENT DEVELOPMENT DEPT.								
86880	11/07/24		488327	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	89.18
INVOICE: 2024-24								
VENDOR TOTALS		445.90 YTD INVOICED				445.90 YTD PAID		89.18
122863 FRANCHISE TAX BOARD								
86865	11/07/24		488329	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	100.00
INVOICE: 2024-24								
VENDOR TOTALS		1,000.00 YTD INVOICED				3,600.00 YTD PAID		100.00
123629 FRANCHISE TAX BOARD								
86875	11/07/24		488330	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	150.00
INVOICE: 2024-24								
VENDOR TOTALS		1,500.00 YTD INVOICED				3,450.00 YTD PAID		150.00
121291 FRANCHISE TAX BOARD								
86877	11/07/24		488328	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	50.00
INVOICE: 2024-24								

PAID INVOICES REPORT

CHECK: DL110724 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		500.00 YTD INVOICED				1,800.00 YTD PAID		50.00
4	H.M.E.A.								
	86845	11/07/24		488331	P	11/07/24	960 21600	ACCRUED WAGES PAYABLE	2,240.00
	INVOICE: 2024-24								
	VENDOR TOTALS		22,400.00 YTD INVOICED				80,840.00 YTD PAID		2,240.00
99379	HAWTHORNE EXECUTIVE GROUP								
	86844	11/07/24		488332	P	11/07/24	960 21600	ACCRUED WAGES PAYABLE	360.00
	INVOICE: 2024-24								
	VENDOR TOTALS		3,600.00 YTD INVOICED				13,480.00 YTD PAID		360.00
3	HAWTHORNE POLICE OFFICERS ASSN								
	86846	11/07/24		488333	P	11/07/24	960 21600	ACCRUED WAGES PAYABLE	4,872.93
	INVOICE: 2024-24A								
	86847	11/07/24		488333	P	11/07/24	960 21600	ACCRUED WAGES PAYABLE	648.00
	INVOICE: 2024-24B								
	86848	11/07/24		488333	P	11/07/24	960 21600	ACCRUED WAGES PAYABLE	3,117.35
	INVOICE: 2024-24C								
	VENDOR TOTALS		85,647.20 YTD INVOICED				302,858.95 YTD PAID		8,638.28
123935	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT								
	86883	11/07/24		488334	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	139.75
	INVOICE: 2024-24								
	VENDOR TOTALS		1,397.50 YTD INVOICED				2,375.75 YTD PAID		139.75
115178	PRE PAID LEGAL SERVICES, INC.								
	86860	11/07/24		488335	P	11/07/24	960 21640	ADDITIONAL INS LIABILITY	155.89
	INVOICE: 2024-24								
	VENDOR TOTALS		1,474.27 YTD INVOICED				5,508.57 YTD PAID		155.89
113121	TOTAL ADMINISTRATION SVCS CORP								
	86886	11/07/24		488336	P	11/07/24	960 21640	ADDITIONAL INS LIABILITY	341.53
	INVOICE: 2024-24A								
	86913	11/07/24		488336	P	11/07/24	960 21640	ADDITIONAL INS LIABILITY	2,726.37
	INVOICE: 2024-24B								
	VENDOR TOTALS		32,154.98 YTD INVOICED				124,444.81 YTD PAID		3,067.90
103511	U.S. BANK PARS 6746022400, L.A. LOCKBOX 511649								
	86915	11/07/24		488337	P	11/07/24	960 20270	PARS LIABILITY	1,116.83
	INVOICE: 2024-24A								
	86918	11/07/24		488337	P	11/07/24	960 20270	PARS LIABILITY	279.21
	INVOICE: 2024-24B								

PAID INVOICES REPORT

CHECK: DL110724 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		25,222.11 YTD INVOICED				91,020.85 YTD PAID		1,396.04
123240	VILLEGAS, ALBA								
	86867	11/07/24		488338	P	11/07/24	960 21630	GARNISHMENTS LIABILITY	115.38
	INVOICE: 2024-24								
	VENDOR TOTALS		1,153.80 YTD INVOICED				4,269.06 YTD PAID		115.38
								REPORT TOTALS	18,302.40

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	17	18,302.40

** END OF REPORT - Generated by Shuntell Dixon **

City of Hawthorne, CA

PAID INVOICES REPORT

CHECK: C111824 TO FISCAL 2024/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
124261	SERVED 2 ENJOY								
	87081	11/02/24		488339	T	11/18/24	10011500 45264	SPECIAL EVENT EXPENSES	1,074.94
	INVOICE: 20446								
	87083	11/09/24		488339	T	11/18/24	10011500 45264	SPECIAL EVENT EXPENSES	1,074.94
	INVOICE: 20447								
	87154	10/26/24		488339	T	11/18/24	10011500 45264	SPECIAL EVENT EXPENSES	1,074.94
	INVOICE: 20445								
	VENDOR TOTALS		.00 YTD INVOICED				3,224.82 YTD PAID		3,224.82
								REPORT TOTALS	3,224.82

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	1	3,224.82

** END OF REPORT - Generated by Shuntell Dixon **

PAID INVOICES REPORT

CHECK: UT112624 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
15960	AT&T								
	86968	10/07/24		488340	P	11/26/24	10001222 43054	TELEPHONE	31.89
	INVOICE: OC3348410068								
	86969	10/07/24		488340	P	11/26/24	10041050 43054	TELEPHONE	31.65
	INVOICE: OC3348410060								
	86970	10/07/24		488340	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	61.97
	INVOICE: OC3348410059								
	86971	10/07/24		488340	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	31.65
	INVOICE: OC3348410058								
	VENDOR TOTALS		759.23 YTD INVOICED				3,137.96 YTD PAID		157.16
115783	AT&T								
	87013	10/10/24		488341	P	11/26/24	10001222 43054	TELEPHONE	155.55
	INVOICE: OC9391053668								
	87014	10/10/24		488341	P	11/26/24	10001222 43054	TELEPHONE	155.55
	INVOICE: OC9391053669								
	87015	10/12/24		488341	P	11/26/24	10001222 43054	TELEPHONE	609.37
	INVOICE: OC9391036076								
	87016	10/12/24		488341	P	11/26/24	10001222 43054	TELEPHONE	516.95
	INVOICE: OC9391036095								
	87017	10/07/24		488341	P	11/26/24	10001222 43054	TELEPHONE	30.42
	INVOICE: OC9391026320								
	87019	10/07/24		488341	P	11/26/24	10001222 43054	TELEPHONE	131.37
	INVOICE: OC9391031545								
	87020	10/07/24		488341	P	11/26/24	10001222 43054	TELEPHONE	30.42
	INVOICE: OC9391026284								
	87021	10/20/24		488341	P	11/26/24	10001222 43054	TELEPHONE	65.68
	INVOICE: OC9391031544								
	87022	10/20/24		488341	P	11/26/24	10001222 43054	TELEPHONE	65.68
	INVOICE: OC9391031546								
	87023	10/20/24		488341	P	11/26/24	10001222 43054	TELEPHONE	139.87
	INVOICE: OC9391031543								
	87024	10/27/24		488341	P	11/26/24	10001222 43054	TELEPHONE	30.74
	INVOICE: OC9391026325								
	87025	10/27/24		488341	P	11/26/24	10001222 43054	TELEPHONE	99.59
	INVOICE: OC9391026316								
	87026	10/01/24		488341	P	11/26/24	10001222 43054	TELEPHONE	60.84
	INVOICE: OC9391026345								
	87027	10/01/24		488341	P	11/26/24	10001222 43054	TELEPHONE	265.91
	INVOICE: OC9391026291								
	87029	10/01/24		488341	P	11/26/24	10001222 43054	TELEPHONE	89.68
	INVOICE: OC9391026293								
	87030	10/01/24		488341	P	11/26/24	10001222 43054	TELEPHONE	30.42
	INVOICE: OC9391026278								
	87031	10/12/24		488341	P	11/26/24	52035030 43054	TELEPHONE	4,048.45
	INVOICE: OC9391026344								
	87032	10/12/24		488341	P	11/26/24	10001222 43054	TELEPHONE	88.15
	INVOICE: OC9391026281								
	87033	10/10/24		488341	P	11/26/24	10001222 43054	TELEPHONE	548.12
	INVOICE: OC9391051258								

PAID INVOICES REPORT

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	87034	10/13/21		488341	P	11/26/24	10001222 43054	TELEPHONE	83.37
	INVOICE: OC9391031541								
	87035	10/12/24		488341	P	11/26/24	10001222 43054	TELEPHONE	30.42
	INVOICE: OC9391026282								
	87036	10/01/24		488341	P	11/26/24	52035030 43054	TELEPHONE	59.29
	INVOICE: OC9391026287								
	VENDOR TOTALS	27,437.50 YTD INVOICED					140,861.01 YTD PAID		7,335.84
103177	CALIFORNIA WATER SERVICE								
	87038	10/22/24		488342	P	11/26/24	22041060 45444	UTILITIES	62.91
	INVOICE: OC0866316861								
	87039	10/18/24		488342	P	11/26/24	10061100 45444	UTILITIES	916.65
	INVOICE: OC9056440300								
	87040	10/18/24		488342	P	11/26/24	10061100 45444	UTILITIES	44.26
	INVOICE: OC1072582226								
	87041	10/18/24		488342	P	11/26/24	10061100 45444	UTILITIES	586.04
	INVOICE: OC5297758587								
	87042	10/24/24		488342	P	11/26/24	22041060 45444	UTILITIES	44.66
	INVOICE: OC3124149340								
	87043	10/30/24		488342	P	11/26/24	10061100 45444	UTILITIES	542.42
	INVOICE: OC3406289008								
	87044	10/16/24		488342	P	11/26/24	46715732 45444	UTILITIES	215.84
	INVOICE: OC4046764921								
	87045	10/17/24		488342	P	11/26/24	46847150 45444	UTILITIES	121.23
	INVOICE: OC8816940090								
	87046	10/17/24		488342	P	11/26/24	10011500 45154	GENERAL EXPENSE	20.09
	INVOICE: OC9004264798								
	87047	10/17/24		488342	P	11/26/24	22041060 45444	UTILITIES	26.47
	INVOICE: OC3357207262								
	87048	10/15/24		488342	P	11/26/24	10061100 45444	UTILITIES	46.89
	INVOICE: OC4031446452								
	87049	10/15/24		488342	P	11/26/24	10061100 45444	UTILITIES	128.84
	INVOICE: OC8717030744								
	87050	10/16/24		488342	P	11/26/24	46615731 45444	UTILITIES	423.34
	INVOICE: OC7858758946								
	87051	10/16/24		488342	P	11/26/24	22041060 45444	UTILITIES	291.91
	INVOICE: OC9379311111								
	87052	10/15/24		488342	P	11/26/24	22041060 45444	UTILITIES	1,344.83
	INVOICE: OC3089311111								
	87053	10/15/24		488342	P	11/26/24	10061100 45444	UTILITIES	98.98
	INVOICE: OC6395574084								
	87054	10/15/24		488342	P	11/26/24	22041060 45444	UTILITIES	335.60
	INVOICE: OC2207311111								
	VENDOR TOTALS	118,700.19 YTD INVOICED					401,766.17 YTD PAID		5,250.96
18100	GOLDEN STATE WATER CO.								
	86984	10/14/24		488343	P	11/26/24	32420030 41144	PHLA PROJECT	411.17
	INVOICE: OC77948662174								
	86986	10/15/24		488343	P	11/26/24	10061100 45444	UTILITIES	261.61

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VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: OC87617300006								
86987	10/14/24		488343	P	11/26/24	10061100 45444	UTILITIES	843.59
INVOICE: OC77537000000								
86990	10/08/24		488343	P	11/26/24	22041060 45444	UTILITIES	261.61
INVOICE: OC80946300003								
86992	10/08/24		488343	P	11/26/24	22041060 45444	UTILITIES	109.67
INVOICE: OC53542320113								
86994	10/08/24		488343	P	11/26/24	22041060 45444	UTILITIES	2,989.62
INVOICE: OC70946300004								
86995	10/08/24		488343	P	11/26/24	10061100 45444	UTILITIES	91.98
INVOICE: OC78588300000								
86998	10/08/24		488343	P	11/26/24	22041060 45444	UTILITIES	49.93
INVOICE: OC70019046005								
87000	10/08/24		488343	P	11/26/24	10061100 45444	UTILITIES	173.85
INVOICE: OC53247400004								
87001	10/04/24		488343	P	11/26/24	10061100 45444	UTILITIES	249.23
INVOICE: OC22215100003								
87002	10/04/24		488343	P	11/26/24	10061010 45444	UTILITIES	525.34
INVOICE: OC14219000008								
87003	10/04/24		488343	P	11/26/24	10061100 45444	UTILITIES	3,180.25
INVOICE: OC25440300009								
87004	10/04/24		488343	P	11/26/24	10061100 45444	UTILITIES	249.23
INVOICE: OC34609100002								
87005	10/04/24		488343	P	11/26/24	10061100 45444	UTILITIES	621.88
INVOICE: OC83957100007								
87006	10/04/24		488343	P	11/26/24	10061100 45444	UTILITIES	475.90
INVOICE: OC88617300004								
87007	10/04/24		488343	P	11/26/24	10061100 45444	UTILITIES	83.20
INVOICE: OC58378300006								
87008	10/04/24		488343	P	11/26/24	10061100 45444	UTILITIES	261.61
INVOICE: OC79617300003								
87009	10/04/24		488343	P	11/26/24	10061100 45444	UTILITIES	32.87
INVOICE: OC29950300003								
87010	10/14/24		488343	P	11/26/24	10061100 45444	UTILITIES	32.87
INVOICE: OC89950300007								
87011	10/04/24		488343	P	11/26/24	10061100 45444	UTILITIES	32.87
INVOICE: OC88950300009								
87012	10/04/24		488343	P	11/26/24	10061100 45444	UTILITIES	298.49
INVOICE: OC62719000002								
87018	10/08/24		488343	P	11/26/24	10061100 45444	UTILITIES	50.76
INVOICE: OC79588300008								
VENDOR TOTALS	54,489.65 YTD INVOICED					190,598.74 YTD PAID		11,287.53
17953 SO CALIF EDISON CO								
86570	10/22/24		488344	P	11/26/24	22041060 45444	UTILITIES	71.96
INVOICE: OC700415434270								
86571	10/23/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	76.45
INVOICE: OC700023530426								
86572	10/23/24		488344	P	11/26/24	20025000 45444	UTILITIES	47.03
INVOICE: OC700370247933								

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VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
86573	10/23/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	75.69
INVOICE: OC700412535081								
86574	10/23/24		488344	P	11/26/24	10061010 45444	UTILITIES	73.33
INVOICE: OC700415041523								
86575	10/23/24		488344	P	11/26/24	10061010 45444	UTILITIES	24.71
INVOICE: OC700414028780								
86576	10/23/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	243.49
INVOICE: OC700413899448								
86577	10/25/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	92.69
INVOICE: OC700238897708								
86578	10/23/24		488344	P	11/26/24	10061010 45444	UTILITIES	388.91
INVOICE: OC700123368078								
86579	10/17/24		488344	P	11/26/24	46515730 45444	UTILITIES	71.90
INVOICE: OC700427237251								
86579	10/17/24		488344	P	11/26/24	46615731 45444	UTILITIES	71.89
INVOICE: OC700427237251								
86709	10/28/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	99.10
INVOICE: OC700414005138								
86710	10/29/24		488344	P	11/26/24	20025000 45444	UTILITIES	140.05
INVOICE: OC700616837087								
86711	10/29/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	84.14
INVOICE: OC700415322318								
86712	10/29/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	64.13
INVOICE: OC700415310392								
86713	10/29/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	111.74
INVOICE: OC700412466979								
86714	10/29/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	28.65
INVOICE: OC700413948857								
86715	10/29/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	.35
INVOICE: OC700413964116								
86799	10/31/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	75.19
INVOICE: OC700415101844								
86800	10/31/24		488344	P	11/26/24	20025000 45444	UTILITIES	303.76
INVOICE: OC700017571996								
86801	10/31/24		488344	P	11/26/24	20025000 45444	UTILITIES	39.60
INVOICE: OC700591200088								
86802	10/31/24		488344	P	11/26/24	22041060 45444	UTILITIES	102.84
INVOICE: OC700415444374								
86803	10/31/24		488344	P	11/26/24	22041060 45444	UTILITIES	123.23
INVOICE: OC700413545497								
86804	10/31/24		488344	P	11/26/24	20025000 45444	UTILITIES	201.62
INVOICE: OC700203184631								
86805	10/31/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	130.71
INVOICE: OC700029139046								
86806	10/31/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	62.92
INVOICE: OC700541838004								
86807	10/31/24		488344	P	11/26/24	10061010 45444	UTILITIES	215.57
INVOICE: OC700413829831								
86808	10/30/24		488344	P	11/26/24	10061010 45444	UTILITIES	65.33
INVOICE: OC700413750211								
86809	10/30/24		488344	P	11/26/24	10061050 45444	UTILITIES	4,448.66

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: OC700250316527								
	86810	10/30/24		488344	P	11/26/24	20025000 45444	UTILITIES	143.55
	INVOICE: OC700534679101								
	86811	10/30/24		488344	P	11/26/24	22041060 45444	UTILITIES	82.30
	INVOICE: OC700455547107								
	86812	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	118.49
	INVOICE: OC700413801034								
	86813	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	132.79
	INVOICE: OC700415168330								
	86814	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	90.35
	INVOICE: OC700415157418								
	86815	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	5.56
	INVOICE: OC700413775974								
	86816	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	75.68
	INVOICE: OC700415119022								
	86817	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	98.58
	INVOICE: OC700413671395								
	86818	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	179.47
	INVOICE: OC700415109322								
	86819	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	123.92
	INVOICE: OC700413657352								
	86820	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	103.61
	INVOICE: OC700415394157								
	86821	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	84.09
	INVOICE: OC700413639568								
	86822	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	65.01
	INVOICE: OC700413595112								
	86823	10/30/24		488344	P	11/26/24	10061010 45444	UTILITIES	267.82
	INVOICE: OC700412405547								
	86824	10/30/24		488344	P	11/26/24	22541060 45444	UTILITIES	140.48
	INVOICE: OC700212888873								
	86825	10/30/24		488344	P	11/26/24	22041060 42104	SIGNAL MAINTENANCE	115.16
	INVOICE: OC700196576305								
	86826	10/31/24		488344	P	11/26/24	20025000 45444	UTILITIES	1,138.63
	INVOICE: OC700610655258								
	86827	11/01/24		488344	P	11/26/24	20025000 45444	UTILITIES	8,185.62
	INVOICE: NV700364926774								
	87055	10/02/24		488344	P	11/26/24	52035030 45444	UTILITIES	20.05
	INVOICE: OC700169896049								
	VENDOR TOTALS	665,495.33 YTD INVOICED					2,492,092.49 YTD PAID		18,706.80
18000	SO CALIF GAS CO								
	86972	10/14/24		488345	P	11/26/24	10001221 45444	UTILITIES	886.93
	INVOICE: 18936983107								
	86974	10/14/24		488345	P	11/26/24	46615731 42024	BUILDING MAINTENANCE	398.82
	INVOICE: 09680396372								
	86975	10/14/24		488345	P	11/26/24	46515730 45444	UTILITIES	7.12
	INVOICE: 16190396701								
	86976	10/14/24		488345	P	11/26/24	46515730 42024	BUILDING MAINTENANCE	78.45
	INVOICE: 14720396127								

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	86978	10/31/24		488345	P	11/26/24	10061010 45444	UTILITIES	66.77
	INVOICE:	09730449007							
	86979	11/01/24		488345	P	11/26/24	10061010 45444	UTILITIES	34.39
	INVOICE:	08140463004							
	86980	11/01/24		488345	P	11/26/24	10061010 45444	UTILITIES	15.76
	INVOICE:	07510463859							
	86982	11/01/24		488345	P	11/26/24	10061100 45444	UTILITIES	19.69
	INVOICE:	16330470002							
	86983	10/14/24		488345	P	11/26/24	10061100 45444	UTILITIES	3,741.47
	INVOICE:	11580407002							
	VENDOR TOTALS		25,542.39 YTD INVOICED				158,396.55 YTD PAID		5,249.40
112237	T-MOBILE								
	86964	09/21/24		488346	P	11/26/24	10001221 43054	TELEPHONE	18.93
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	52035030 43054	TELEPHONE	132.32
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10001230 43054	TELEPHONE	132.32
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10043010 43054	TELEPHONE	330.80
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10015010 43054	TELEPHONE	520.92
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10013010 43054	TELEPHONE	780.61
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10042040 43054	TELEPHONE	264.64
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	60031030 43054	TELEPHONE	198.48
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10016010 43054	TELEPHONE	132.32
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10041120 43054	TELEPHONE	264.64
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10610010 43054	TELEPHONE	66.16
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10017010 43054	TELEPHONE	66.16
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10061010 43054	TELEPHONE	463.12
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10042010 43054	TELEPHONE	66.16
	INVOICE:	SP982816099							
	86964	09/21/24		488346	P	11/26/24	10041010 43054	TELEPHONE	2,073.76
	INVOICE:	SP982816099							
	86966	09/21/24		488346	P	11/26/24	10001221 43054	TELEPHONE	7,226.92
	INVOICE:	SP960336852							
	VENDOR TOTALS		51,672.81 YTD INVOICED				194,530.63 YTD PAID		12,738.26
								REPORT TOTALS	60,725.95

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VENDOR	NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	7	60,725.95

** END OF REPORT - Generated by Shuntell Dixon **

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
122920	4283929 DELAWARE LLC.								
	86746	10/31/24		488373	T	11/26/24	10001230 40514	CONTRACT SERVICES	126.00
	INVOICE: WC11536-I-0044								
	VENDOR TOTALS	602.00 YTD INVOICED					2,624.08 YTD PAID		126.00
123058	ACCESS INFORMATION INTERMEDIATE HOLDINGS I, LLC.								
	86768	10/31/24		488374	T	11/26/24	10002215 41514	OPERATING SUPPLIES	1,424.05
	INVOICE: 11207713								
	86849	10/31/24		488374	T	11/26/24	10013010 41514	OPERATING SUPPLIES	55.60
	INVOICE: 11207711								
	86849	10/31/24		488374	T	11/26/24	10015010 41514	OPERATING SUPPLIES	55.60
	INVOICE: 11207711								
	86849	10/31/24		488374	T	11/26/24	10016010 41514	OPERATING SUPPLIES	55.60
	INVOICE: 11207711								
	86849	10/31/24		488374	T	11/26/24	10016020 41514	OPERATING SUPPLIES	55.60
	INVOICE: 11207711								
	86849	10/31/24		488374	T	11/26/24	10017010 41514	OPERATING SUPPLIES	55.60
	INVOICE: 11207711								
	86849	10/31/24		488374	T	11/26/24	10043010 41514	OPERATING SUPPLIES	55.60
	INVOICE: 11207711								
	86851	10/31/24		488374	T	11/26/24	81044010 41514	OPERATING SUPPLIES	55.60
	INVOICE: 11207711								
	VENDOR TOTALS	6,101.10 YTD INVOICED					21,257.61 YTD PAID		1,813.25
117802	ADVANCED BATTERY SYSTEMS, INC.								
	86839	10/02/24		488375	T	11/26/24	60031030 42014	REPAIR & MAINTENANCE SUPP	2,515.92
	INVOICE: 10033931								
	86840	10/29/24		488375	T	11/26/24	60031030 42014	REPAIR & MAINTENANCE SUPP	351.37
	INVOICE: 10034313								
	86841	11/05/24		488375	T	11/26/24	60031030 42014	REPAIR & MAINTENANCE SUPP	1,163.20
	INVOICE: 10034390								
	VENDOR TOTALS	4,627.52 YTD INVOICED					6,506.64 YTD PAID		4,030.49
117249	AFFORDABLE GENERATOR SVCS, INC.								
	86466	10/23/24		488376	T	11/26/24	52035030 40514	CONTRACT SERVICES	1,110.10
	INVOICE: 26423								
	86470	10/23/24		488376	T	11/26/24	52035030 40514	CONTRACT SERVICES	446.52
	INVOICE: 26424								
	86532	10/23/24		488376	T	11/26/24	52035030 40514	CONTRACT SERVICES	446.52
	INVOICE: 26425								
	VENDOR TOTALS	4,760.29 YTD INVOICED					9,846.70 YTD PAID		2,003.14
119085	AGUILAR, ROLANDO								
	86694	09/12/24		488377	T	11/26/24	60031030 42064	PARTS	575.00
	INVOICE: 004038								

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	2,040.00 YTD INVOICED				24,064.51 YTD PAID			575.00
124241	ALCANTARA, CATHERINE								
	86551	10/16/24		488378	T	11/26/24	10013010 45424	TRAVEL, CONFERENCE & MEET	85.30
	INVOICE: travel101624catharin								
	VENDOR TOTALS	85.30 YTD INVOICED				85.30 YTD PAID			85.30
118095	ALL STAR WHOLESALE ELECTRIC								
	87145	11/07/24		488347	P	11/26/24	10061120 42044	SOLAR PANEL REPAIR	21.94
	INVOICE: 44495								
	VENDOR TOTALS	88.07 YTD INVOICED				3,674.03 YTD PAID			21.94
122721	ALLIANCE ENVIRONMENTAL GROUP, LLC.								
	87099	11/07/24		488379	T	11/26/24	10001221 42024	BUILDING MAINTENANCE	725.00
	INVOICE: 110049								
	VENDOR TOTALS	725.00 YTD INVOICED				2,125.00 YTD PAID			725.00
93196	AMERICAN ASSC OF AIRPORT EXECS								
	86784	10/02/24		488380	T	11/26/24	52035030 45104	DUES & SUBSCRIPTIONS	275.00
	INVOICE: 1152979								
	VENDOR TOTALS	275.00 YTD INVOICED				550.00 YTD PAID			275.00
114567	ANGEL'S AUTO ELECTRIC								
	86797	10/29/24	32	488381	T	11/26/24	60031030 42014	REPAIR & MAINTENANCE SUPP	3,406.87
	INVOICE: 8554								
	86798	10/31/24	32	488381	T	11/26/24	60031030 42014	REPAIR & MAINTENANCE SUPP	927.07
	INVOICE: 8560								
	VENDOR TOTALS	17,800.47 YTD INVOICED				99,978.88 YTD PAID			4,333.94
122699	ARC DOCUMENT SOLUTIONS, LLC.								
	87037	10/31/24		488382	T	11/26/24	10043010 40674	MICROFILMING FEES	135.34
	INVOICE: B61998								
	VENDOR TOTALS	402.14 YTD INVOICED				2,281.87 YTD PAID			135.34
124213	ARMAN'S JANITORIAL SUPPLIES & REPAIR CENTER INC.								
	86581	10/24/24		488383	T	11/26/24	10041050 42014	REPAIR & MAINTENANCE SUPP	1,305.34
	INVOICE: 2410000244								
	VENDOR TOTALS	1,305.34 YTD INVOICED				1,305.34 YTD PAID			1,305.34
123680	AUTO SECURITY SOUND & TINT, INC.								
	86833	11/04/24		488384	T	11/26/24	60031030 42014	REPAIR & MAINTENANCE SUPP	350.00
	INVOICE: 11040124								
	86834	10/23/24		488384	T	11/26/24	60031030 42014	REPAIR & MAINTENANCE SUPP	400.00

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 10230124									
	VENDOR TOTALS	1,565.65 YTD INVOICED					3,185.12 YTD PAID			750.00
124225	AVILA, JENNIFER E.									
	86580	10/29/24		488385	T	11/26/24	10610010	45584	HEALTH AND WELLNESS	500.00
	INVOICE: Wellness Reimb									
	VENDOR TOTALS	500.00 YTD INVOICED					500.00 YTD PAID			500.00
124180	BADGE BEHAVIOR									
	86610	10/22/24		488386	T	11/26/24	10001224	45184	TRAINING	300.00
	INVOICE: Y326910									
	86668	10/29/24		488386	T	11/26/24	10001224	45184	TRAINING	150.00
	INVOICE: Y326912									
	VENDOR TOTALS	750.00 YTD INVOICED					750.00 YTD PAID			450.00
105615	BAVCO BACKFLOW APPARATUS & VALVE CO INC									
	87119	10/31/24		488387	T	11/26/24	10061100	41514	OPERATING SUPPLIES	1,389.15
	INVOICE: 302276									
	VENDOR TOTALS	4,481.55 YTD INVOICED					8,750.51 YTD PAID			1,389.15
113874	BELL, LAMEKA D.									
	86653	10/28/24		488388	T	11/26/24	10001224	45184	TRAINING	408.58
	INVOICE: 101410182024									
	86736	10/29/24		488388	T	11/26/24	10001206	41514	OPERATING SUPPLIES	112.31
	INVOICE: REIMB: 10/12/24									
	VENDOR TOTALS	953.49 YTD INVOICED					1,138.49 YTD PAID			520.89
122748	BEST CONTRACTING SERVICES, INC									
	86764	09/10/24	2540	488389	T	11/26/24	33610010	44444	SPORTS CENTER ROOF	39,341.20
	INVOICE: Retention #4 & Final									
	VENDOR TOTALS	272,514.62 YTD INVOICED					2,302,164.00 YTD PAID			39,341.20
122508	BIG STATE INDUSTRIAL SUPPLY, INC.									
	86584	09/20/24		488348	P	11/26/24	10041050	40514	CONTRACT SERVICES	925.97
	INVOICE: 1574988									
	VENDOR TOTALS	925.97 YTD INVOICED					925.97 YTD PAID			925.97
2333	BLUE DIAMOND MATERIALS									
	86735	10/26/24		488390	T	11/26/24	22006272	42074	PAVING EXPENSE	709.69
	INVOICE: 3901966									
	87100	06/18/24		488390	T	11/26/24	22006272	42074	PAVING EXPENSE	443.66
	INVOICE: 3650710									
	87104	06/22/24		488390	T	11/26/24	22006272	42074	PAVING EXPENSE	591.64
	INVOICE: 3662192									

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	87105	08/24/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	296.19
	INVOICE: 3782959								
	87106	08/08/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	100.65
	INVOICE: 3744215								
	87108	09/16/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	309.97
	INVOICE: 3823397								
	87109	10/31/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	428.44
	INVOICE: 3911773								
	87110	10/22/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	291.26
	INVOICE: 3889707								
	87111	10/21/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	294.42
	INVOICE: 3885553								
	87112	10/07/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	1,183.60
	INVOICE: 3861520								
	87113	09/30/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	293.39
	INVOICE: 3853607								
	87114	09/21/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	371.02
	INVOICE: 3838070								
	87116	09/09/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	114.05
	INVOICE: 3809814								
	87117	09/16/24		488390	T	11/26/24	22006272 42074	PAVING EXPENSE	370.08
	INVOICE: 3823147								
	VENDOR TOTALS	13,021.61 YTD INVOICED		59,773.40 YTD PAID					5,798.06
124247	BOLER, TANYA								
	86751	09/26/24		488349	P	11/26/24	10000109 51928	YOUTH SPORTS	29.75
	INVOICE: REFUND 09/26/24								
	VENDOR TOTALS	29.75 YTD INVOICED		29.75 YTD PAID					29.75
123464	BOTHWELL AUTOMOTIVE INC.								
	86696	10/23/24		488391	T	11/26/24	60031030 42064	PARTS	2,678.34
	INVOICE: 121351								
	VENDOR TOTALS	2,678.34 YTD INVOICED		3,657.87 YTD PAID					2,678.34
116616	BOWIE, KYWANNA D.								
	86733	10/23/24		488350	P	11/26/24	10061120 42024	BUILDING MAINTENANCE	237.51
	INVOICE: REIMB 10/24/24								
	VENDOR TOTALS	637.51 YTD INVOICED		637.51 YTD PAID					237.51
123802	BRANDED BY BLOOM								
	86460	10/17/24		488392	T	11/26/24	52035030 41614	UNIFORMS & SAFETY EQUIPME	909.18
	INVOICE: 10038								
	86528	10/18/24		488392	T	11/26/24	10061120 41614	UNIFORMS & SAFETY EQUIPME	1,083.74
	INVOICE: 10040								
	86528	10/18/24		488392	T	11/26/24	10061100 41614	UNIFORMS & SAFETY EQUIPME	1,083.73
	INVOICE: 10040								

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	VENDOR TOTALS		7,542.21 YTD INVOICED				18,795.37 YTD PAID		3,076.65
119005	C & S ENGINEERS, INC.								
	86684	10/29/24		488393	T	11/26/24	52350010 45804	AIRPORT LIGHTING & SIGNAG	1,195.00
	INVOICE:	01127987							
	VENDOR TOTALS		1,195.00 YTD INVOICED				457,123.26 YTD PAID		1,195.00
110001	C A C E O								
	86682	10/28/24		488394	T	11/26/24	10042040 45104	DUES & SUBSCRIPTIONS	100.00
	INVOICE:	300020487							
	86685	10/25/24		488394	T	11/26/24	10042040 45104	DUES & SUBSCRIPTIONS	100.00
	INVOICE:	300020456							
	86686	10/30/24		488394	T	11/26/24	10042040 45104	DUES & SUBSCRIPTIONS	100.00
	INVOICE:	300020568							
	86687	10/30/24		488394	T	11/26/24	10042040 45104	DUES & SUBSCRIPTIONS	100.00
	INVOICE:	300020595							
	VENDOR TOTALS		502.00 YTD INVOICED				3,334.00 YTD PAID		400.00
122923	CADD MICROSYSTEMS, INC.								
	86766	09/18/24		488351	P	11/26/24	10041010 45184	TRAINING	2,200.00
	INVOICE:	S030039488							
	VENDOR TOTALS		2,200.00 YTD INVOICED				7,480.00 YTD PAID		2,200.00
124208	CALCOMP GRAPHIC SOLUTIONS, LLC.								
	86583	10/07/24		488395	T	11/26/24	10041050 42014	REPAIR & MAINTENANCE SUPP	4,990.30
	INVOICE:	I199403							
	VENDOR TOTALS		4,990.30 YTD INVOICED				4,990.30 YTD PAID		4,990.30
123717	CALIFORNIA CONSULTING, INC.								
	86605	09/30/24	2537	488396	T	11/26/24	10021010 40514	CONTRACT SERVICES	7,500.00
	INVOICE:	7239							
	87098	11/04/24		488396	T	11/26/24	10021010 40514	CONTRACT SERVICES	4,000.00
	INVOICE:	7025							
	VENDOR TOTALS		11,500.00 YTD INVOICED				65,400.00 YTD PAID		11,500.00
116355	PRIME HEALTHCARE CENTINELA, LLC.								
	86933	09/17/24		488397	T	11/26/24	10002220 40724	MEDICAL & AMBULANCE	750.00
	INVOICE:	VAN26600							
	86934	09/24/24		488398	T	11/26/24	10002220 40724	MEDICAL & AMBULANCE	750.00
	INVOICE:	VAM89494							
	86935	09/20/24		488397	T	11/26/24	10002220 40724	MEDICAL & AMBULANCE	750.00
	INVOICE:	VAN50084							
	VENDOR TOTALS		4,500.00 YTD INVOICED				24,750.00 YTD PAID		2,250.00

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123567	CIVICA LAW GROUP, APC								
	86988	11/01/24	65	488399	T	11/26/24	10015010 40744	RECEIVERSHIPS	3,983.90
	INVOICE: 14563								
	86989	11/01/24	65	488399	T	11/26/24	10015010 40744	RECEIVERSHIPS	4,058.10
	INVOICE: 14564								
	86993	11/01/24	65	488399	T	11/26/24	10015010 40744	RECEIVERSHIPS	1,771.30
	INVOICE: 14565								
	86997	11/01/24	65	488399	T	11/26/24	10015010 40744	RECEIVERSHIPS	32,465.82
	INVOICE: 14566								
	VENDOR TOTALS	177,253.25 YTD INVOICED					329,999.67 YTD PAID		42,279.12
123752	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.								
	86562	09/06/24	44	488400	T	11/26/24	85410010 40514	CONTRACT SERVICES	16,973.48
	INVOICE: 1005185172								
	VENDOR TOTALS	16,973.48 YTD INVOICED					29,813.48 YTD PAID		16,973.48
106811	COLONIAL LIFE & ACCIDENT INS.								
	87085	11/01/24		488401	T	11/26/24	990 20900	INSURANCE BENEFITS	1,897.86
	INVOICE: 75010181101765								
	VENDOR TOTALS	9,489.30 YTD INVOICED					32,263.62 YTD PAID		1,897.86
120149	COMMANDSTAT ANALYTICS INC.								
	86843	10/20/24		488402	T	11/26/24	10001222 40644	PUBLIC SAFETY INFO SRVCE	4,462.45
	INVOICE: 239								
	VENDOR TOTALS	10,443.70 YTD INVOICED					25,130.65 YTD PAID		4,462.45
122150	COMMLINE, INC.								
	86593	09/16/24	2463	488403	T	11/26/24	10001222 40024	SALARIES - PART TIME	6,000.00
	INVOICE: 0468095 -IN								
	VENDOR TOTALS	10,500.00 YTD INVOICED					16,620.00 YTD PAID		6,000.00
114897	COMMUNITY VETERINARY HOSPITAL, INC.								
	86611	10/28/24		488352	P	11/26/24	10002205 45594	K-9 EXPENSES	719.00
	INVOICE: 650450730								
	86612	10/28/24		488352	P	11/26/24	10002205 45594	K-9 EXPENSES	1,485.00
	INVOICE: 655161072								
	VENDOR TOTALS	4,786.00 YTD INVOICED					19,840.25 YTD PAID		2,204.00
106275	CONTINENTAL COMPUTERS								
	86869	11/06/24	2472	488404	T	11/26/24	10001222 40514	CONTRACT SERVICES	29,464.00
	INVOICE: 205045								
	VENDOR TOTALS	51,000.04 YTD INVOICED					191,131.19 YTD PAID		29,464.00
122446	CONTRERAS, FRANKIE								

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	87065	11/08/24		488405	T	11/26/24	29054010 45604	FINANCIAL INCENTIVES	30.00
	INVOICE:	2900-111729							
	VENDOR TOTALS		120.00 YTD INVOICED				240.00 YTD PAID		30.00
92043	COUNTRY HILLS ANIMAL CLINIC								
	86741	10/23/24		488406	T	11/26/24	10002205 45594	K-9 EXPENSES	109.30
	INVOICE:	290916							
	VENDOR TOTALS		2,179.44 YTD INVOICED				14,654.50 YTD PAID		109.30
121222	CRAIG, KENNY								
	86648	10/24/24		488407	T	11/26/24	10001224 45184	TRAINING	1,500.26
	INVOICE:	101410182024							
	VENDOR TOTALS		1,918.26 YTD INVOICED				1,918.26 YTD PAID		1,500.26
122101	DAHLEN, CODY								
	86651	10/28/24		488408	T	11/26/24	10001224 45184	TRAINING	1,253.52
	INVOICE:	101310152024							
	VENDOR TOTALS		1,253.52 YTD INVOICED				1,781.23 YTD PAID		1,253.52
122434	DAN CONTRACTOR								
	86549	10/22/24	2532	488409	T	11/26/24	72748420 45354	REHABILITATION LOAN	9,000.00
	INVOICE:	2408A							
	87061	10/22/24	2543	488409	T	11/26/24	72748420 45354	REHABILITATION LOAN	9,000.00
	INVOICE:	2408A							
	VENDOR TOTALS		18,000.00 YTD INVOICED				98,000.00 YTD PAID		18,000.00
123975	DEEGAN, WILLIAM								
	74838	01/31/24		488353	P	11/26/24	10000101 51114	BUSINESS LICENSE TAXES	2,200.00
	INVOICE:	REQ#2000-114874							
	VENDOR TOTALS		.00 YTD INVOICED				2,200.00 YTD PAID		2,200.00
123597	DELTA DENTAL INSURANCE COMPANY								
	87082	11/01/24		488410	T	11/26/24	990 20900	INSURANCE BENEFITS	1,019.24
	INVOICE:	BE006289486							
	VENDOR TOTALS		5,104.27 YTD INVOICED				17,878.89 YTD PAID		1,019.24
91894	DELTA DENTAL OF CALIFORNIA								
	87080	11/01/24		488411	T	11/26/24	990 20900	INSURANCE BENEFITS	14,541.35
	INVOICE:	BE006290829							
	VENDOR TOTALS		73,293.86 YTD INVOICED				249,631.17 YTD PAID		14,541.35
121407	DIAL INSTANT PRINTERS, INC.								
	86737	10/29/24		488412	T	11/26/24	10001218 41514	OPERATING SUPPLIES	992.25

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	INVOICE: 11881								
	86738	10/29/24		488412	T	11/26/24	10001218 41514	OPERATING SUPPLIES	970.20
	INVOICE: 11882								
	86739	10/29/24		488412	T	11/26/24	10001218 41514	OPERATING SUPPLIES	893.03
	INVOICE: 11883								
	VENDOR TOTALS	6,846.54 YTD INVOICED					31,990.17 YTD PAID		2,855.48
105084	E J WARD INC.								
	86838	10/25/24	25	488413	T	11/26/24	60031030 47304	IMPROV OTHER THAN BUILDIN	527.00
	INVOICE: 0088155-IN								
	VENDOR TOTALS	11,278.08 YTD INVOICED					33,055.16 YTD PAID		527.00
6680	ENTENMANN-ROVIN COMPANY								
	86662	10/23/24		488414	T	11/26/24	10021010 45074	COMMUNITY RELATIONS/PROMO	225.88
	INVOICE: 0184197-IN								
	86666	10/23/24		488414	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	398.22
	INVOICE: 0184198-IN								
	VENDOR TOTALS	2,998.71 YTD INVOICED					7,234.64 YTD PAID		624.10
94292	FEDERAL EXPRESS								
	86608	10/11/24		488354	P	11/26/24	10001218 41514	OPERATING SUPPLIES	15.60
	INVOICE: 8-647-54551								
	87068	10/30/24		488354	P	11/26/24	10017010 43044	POSTAGE	9.63
	INVOICE: 8-666-33006								
	VENDOR TOTALS	835.92 YTD INVOICED					1,941.31 YTD PAID		25.23
124243	KEVORK ENTERPRISE INC.								
	86534	01/17/24		488355	P	11/26/24	10000101 51114	BUSINESS LICENSE TAXES	800.00
	INVOICE: REQ#2000-114908								
	VENDOR TOTALS	800.00 YTD INVOICED					800.00 YTD PAID		800.00
124164	FINE LINE AUTO BODY INC								
	86671	10/28/24	2421	488415	T	11/26/24	60031030 42004	COLLISION REPAIR	902.00
	INVOICE: 17035								
	86673	10/28/24	2421	488415	T	11/26/24	60031030 42004	COLLISION REPAIR	2,126.92
	INVOICE: 17034								
	86835	10/23/24	2421	488415	T	11/26/24	60031030 42004	COLLISION REPAIR	1,000.00
	INVOICE: 17033								
	86836	11/04/24	2421	488415	T	11/26/24	60031030 42004	COLLISION REPAIR	1,496.73
	INVOICE: 17037								
	86837	11/04/24	2421	488415	T	11/26/24	60031030 42004	COLLISION REPAIR	4,247.36
	INVOICE: 17038								
	VENDOR TOTALS	61,705.12 YTD INVOICED					61,705.12 YTD PAID		9,773.01
124248	FISHER, JUDY								

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	86592	09/30/24		488356	P	11/26/24	990	22100	REC & COMM SVC DONATIONS	1,000.00
	INVOICE:	REFUND 09/30/24								
	VENDOR TOTALS	1,000.00 YTD INVOICED					1,000.00 YTD PAID			1,000.00
124020	FLORES, BRYANT									
	76252	05/01/24		488357	P	11/26/24	990	22141	DEPOSITS - PROPERTY	89.00
	INVOICE:	DR# 24-3864								
	VENDOR TOTALS	.00 YTD INVOICED					89.00 YTD PAID			89.00
119897	FORENSIC NURSE SPECIALISTS, INC.									
	86748	11/01/24		488416	T	11/26/24	10002215	45024	FORENSIC TESTING	1,400.00
	INVOICE:	6043								
	VENDOR TOTALS	1,400.00 YTD INVOICED					4,000.00 YTD PAID			1,400.00
123771	FOSTER & FOSTER CONSULTING ACTUARIES, INC.									
	87087	11/07/24	1751	488417	T	11/26/24	10016010	40514	CONTRACT SERVICES	21,250.00
	INVOICE:	33642								
	VENDOR TOTALS	21,250.00 YTD INVOICED					23,750.00 YTD PAID			21,250.00
120493	CORPAY, INC./CORPAY TECHNOLOGIES OPERATING CO. LLC									
	86774	11/04/24		488358	P	11/26/24	60031030	45144	GASOLINE & OIL	4,260.14
	INVOICE:	NP67398451								
	VENDOR TOTALS	13,379.71 YTD INVOICED					62,533.60 YTD PAID			4,260.14
124197	BARRIOS, MARIA									
	86793	09/26/24		488418	T	11/26/24	60031030	40514	CONTRACT SERVICES	50.00
	INVOICE:	25887								
	VENDOR TOTALS	50.00 YTD INVOICED					50.00 YTD PAID			50.00
123504	GOVINVEST INC.									
	86290	09/12/24	2517	488419	T	11/26/24	10017010	40514	CONTRACT SERVICES	10,500.00
	INVOICE:	2024-5372								
	VENDOR TOTALS	10,500.00 YTD INVOICED					43,000.00 YTD PAID			10,500.00
97578	GRAINGER INDUSTRIAL SUPPLY									
	86495	08/30/24		488420	T	11/26/24	22541060	42014	REPAIR & MAINTENANCE SUPP	488.61
	INVOICE:	9233641548								
	86503	08/30/24		488420	T	11/26/24	22541060	42014	REPAIR & MAINTENANCE SUPP	99.32
	INVOICE:	9233641555								
	86504	10/09/24		488420	T	11/26/24	56091010	42014	REPAIR & MAINTENANCE SUPP	40.55
	INVOICE:	9276088037								
	86506	10/09/24		488420	T	11/26/24	56091010	42014	REPAIR & MAINTENANCE SUPP	70.29
	INVOICE:	9275640085								
	86596	10/10/24		488420	T	11/26/24	10061100	41404	MATERIALS, SUPPLIES & OTH	27.68

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	INVOICE: 9277539673								
	86597	10/10/24		488420	T	11/26/24	10061100 41404	MATERIALS, SUPPLIES & OTH	114.82
	INVOICE: 927089430								
	86641	08/20/24		488420	T	11/26/24	10061120 42014	REPAIR & MAINTENANCE SUPP	928.80
	INVOICE: 9222591076								
	86643	08/08/24		488420	T	11/26/24	10061100 41404	MATERIALS, SUPPLIES & OTH	57.17
	INVOICE: 9209497008								
	86754	09/24/24		488420	T	11/26/24	60031030 42064	PARTS	149.28
	INVOICE: 9259932284								
	86755	09/26/24		488420	T	11/26/24	60031030 42064	PARTS	348.24
	INVOICE: 9262309363								
	86756	09/26/24		488420	T	11/26/24	60031030 42064	PARTS	212.08
	INVOICE: 9262309371								
	86757	10/03/24		488420	T	11/26/24	60031030 42064	PARTS	750.50
	INVOICE: 9270198584								
	86758	10/03/24		488420	T	11/26/24	60031030 42064	PARTS	235.35
	INVOICE: 9270013486								
	86770	08/15/24		488420	T	11/26/24	10002215 41514	OPERATING SUPPLIES	165.99
	INVOICE: 9217024620								
	86773	08/29/24		488420	T	11/26/24	10002215 41514	OPERATING SUPPLIES	120.47
	INVOICE: 9232376245								
	86775	09/18/24		488420	T	11/26/24	22541060 42014	REPAIR & MAINTENANCE SUPP	89.88
	INVOICE: 9253527403								
	86776	09/17/24		488420	T	11/26/24	22541060 42014	REPAIR & MAINTENANCE SUPP	93.97
	INVOICE: 9252061784								
	86777	06/26/24		488420	T	11/26/24	10041050 42014	REPAIR & MAINTENANCE SUPP	216.70
	INVOICE: 9164566060								
	86779	07/03/24		488420	T	11/26/24	10041050 42014	REPAIR & MAINTENANCE SUPP	359.21
	INVOICE: 9171247266								
	86780	07/03/24		488420	T	11/26/24	10041050 42014	REPAIR & MAINTENANCE SUPP	1,187.60
	INVOICE: 9171247258								
	VENDOR TOTALS	7,522.05 YTD INVOICED					32,112.93 YTD PAID		5,756.51
122787	GRANICUS, LLC.								
	86558	10/24/24	2448	488421	T	11/26/24	10013010 40514	CONTRACT SERVICES	12,178.80
	INVOICE: 192221								
	VENDOR TOTALS	12,178.80 YTD INVOICED					38,911.17 YTD PAID		12,178.80
115883	GREENLAND SUPPLY INC.								
	75652	03/18/24		488359	P	11/26/24	10061100 42014	REPAIR & MAINTENANCE SUPP	-74.33
	INVOICE: 485295								
	86553	08/08/24		488359	P	11/26/24	22541060 42014	REPAIR & MAINTENANCE SUPP	150.05
	INVOICE: 274183								
	87123	10/17/24		488422	T	11/26/24	10061100 41514	OPERATING SUPPLIES	37.55
	INVOICE: 275504								
	87125	10/15/24		488422	T	11/26/24	10061100 41514	OPERATING SUPPLIES	290.87
	INVOICE: 275456								
	87127	02/05/24		488422	T	11/26/24	10061100 41514	OPERATING SUPPLIES	103.30
	INVOICE: 270913								

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	87128	10/15/24		488422	T	11/26/24	10061100 41514	OPERATING SUPPLIES	110.69
	INVOICE: 275443								
	87143	10/30/24		488422	T	11/26/24	10061100 41514	OPERATING SUPPLIES	388.14
	INVOICE: 275696								
	VENDOR TOTALS	2,179.55 YTD INVOICED					9,147.34 YTD PAID		1,006.27
120536	HARRIS & ASSOCIATES, INC.								
	86688	10/31/24		488423	T	11/26/24	10042010 40514	CONTRACT SERVICES	318.75
	INVOICE: 65016								
	86689	10/31/24		488423	T	11/26/24	10042010 40514	CONTRACT SERVICES	825.00
	INVOICE: 65014								
	86697	10/30/24	2496	488423	T	11/26/24	46101112 40514	CONTRACT SERVICES	420.00
	INVOICE: 65006								
	86699	10/30/24	2496	488423	T	11/26/24	46101112 40514	CONTRACT SERVICES	3,716.25
	INVOICE: 65007								
	86700	10/30/24	2496	488423	T	11/26/24	46101112 40514	CONTRACT SERVICES	8,000.00
	INVOICE: 65008								
	86701	10/30/24	2496	488423	T	11/26/24	46101112 40514	CONTRACT SERVICES	616.25
	INVOICE: 65009								
	86702	10/30/24	2496	488423	T	11/26/24	46101112 40514	CONTRACT SERVICES	435.00
	INVOICE: 65012								
	86707	10/30/24	2496	488423	T	11/26/24	47746010 40514	CONTRACT SERVICES	3,000.00
	INVOICE: 65011								
	86708	10/30/24	2496	488423	T	11/26/24	47846010 40514	CONTRACT SERVICES	3,000.00
	INVOICE: 65010								
	86832	10/03/24	2429	488423	T	11/26/24	10042010 40514	CONTRACT SERVICES	8,393.75
	INVOICE: 64635								
	VENDOR TOTALS	77,576.25 YTD INVOICED					393,773.83 YTD PAID		28,725.00
111035	HAWTHORNE ELECTRIC SUPPLY								
	86627	10/03/24		488424	T	11/26/24	10061100 42014	REPAIR & MAINTENANCE SUPP	48.51
	INVOICE: 382123								
	VENDOR TOTALS	250.93 YTD INVOICED					3,870.22 YTD PAID		48.51
8950	HAWTHORNE HARDWARE								
	87144	11/08/24		488425	T	11/26/24	10061100 42014	REPAIR & MAINTENANCE SUPP	37.44
	INVOICE: 446877								
	VENDOR TOTALS	169.21 YTD INVOICED					827.25 YTD PAID		37.44
121449	HDL COREN & CONE								
	86560	10/28/24	1730	488426	T	11/26/24	10016010 40514	CONTRACT SERVICES	4,553.57
	INVOICE: SIN044221								
	VENDOR TOTALS	9,204.06 YTD INVOICED					28,902.30 YTD PAID		4,553.57
105919	HERALD PUBLICATIONS								
	86568	10/24/24		488427	T	11/26/24	10042010 43024	LEGAL ADVERTISING	105.00

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	INVOICE: 62143								
	86569	10/24/24		488427	T	11/26/24	10042010 43024	LEGAL ADVERTISING	120.00
	INVOICE: 62142								
	86672	10/31/24		488427	T	11/26/24	10015010 43024	LEGAL ADVERTISING	240.00
	INVOICE: 62165								
	VENDOR TOTALS		8,940.00 YTD INVOICED				36,705.00 YTD PAID		465.00
121719	HIGH-TECH TRANSMISSION PARTS								
	86830	09/30/24		488428	T	11/26/24	60031030 42064	PARTS	3,343.73
	INVOICE: 218111								
	VENDOR TOTALS		6,963.20 YTD INVOICED				25,822.17 YTD PAID		3,343.73
121861	HINDERLITER, DE LLAMAS & ASSOC								
	85379	09/30/24		488429	T	11/26/24	10011500 40514	CONTRACT SERVICES	1,500.00
	INVOICE: SIN43721								
	VENDOR TOTALS		36,719.65 YTD INVOICED				167,386.64 YTD PAID		1,500.00
101277	HONEYWELL INC.								
	86734	09/01/24	2529	488430	T	11/26/24	10061120 40654	AIR CONDITIONING MAINTENA	20,815.45
	INVOICE: 5267748591								
	VENDOR TOTALS		41,630.90 YTD INVOICED				121,507.92 YTD PAID		20,815.45
123869	HOOPS INC.								
	86533	10/23/24		488360	P	11/26/24	10061100 42014	REPAIR & MAINTENANCE SUPP	462.84
	INVOICE: 125033								
	VENDOR TOTALS		462.84 YTD INVOICED				462.84 YTD PAID		462.84
105468	I C R M A, C/O EIDE BAILLY LLP								
	86893	10/18/24		488431	T	11/26/24	25019020 45064	SETTLEMENTS / JUDGEMENTS	3,102.00
	INVOICE: 4399								
	VENDOR TOTALS		2,531,678.00 YTD INVOICED				5,118,294.71 YTD PAID		3,102.00
108760	INDUSTRIAL LOCK & SECURITY								
	86537	10/21/24		488432	T	11/26/24	10061120 42024	BUILDING MAINTENANCE	372.55
	INVOICE: 249758								
	86539	10/11/24		488432	T	11/26/24	10061120 42024	BUILDING MAINTENANCE	527.00
	INVOICE: 249405								
	86698	09/30/24		488432	T	11/26/24	22541060 42014	REPAIR & MAINTENANCE SUPP	35.00
	INVOICE: 248708								
	VENDOR TOTALS		934.55 YTD INVOICED				3,061.86 YTD PAID		934.55
112444	INSITE GRAFIX								
	86618	10/29/24		488433	T	11/26/24	10061010 41404	MATERIALS, SUPPLIES & OTH	396.90
	INVOICE: 9261								

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	86693	10/21/24		488433	T	11/26/24	60031030 42014	REPAIR & MAINTENANCE SUPP	541.00
	INVOICE: 9235								
	87122	10/29/24		488433	T	11/26/24	10061010 41404	MATERIALS, SUPPLIES & OTH	220.50
	INVOICE: 9262								
	VENDOR TOTALS	14,515.31 YTD INVOICED					20,134.45 YTD PAID		1,158.40
124031	DISTRIBUTOR OPERATIONS INC.								
	86795	10/28/24		488434	T	11/26/24	60031030 42014	REPAIR & MAINTENANCE SUPP	1,398.76
	INVOICE: 130112026								
	VENDOR TOTALS	3,794.98 YTD INVOICED					8,267.61 YTD PAID		1,398.76
97648	JACK STONE DRAINAGE OIL SVC								
	86828	10/07/24		488435	T	11/26/24	60031030 40514	CONTRACT SERVICES	79.00
	INVOICE: 61432								
	VENDOR TOTALS	164.00 YTD INVOICED					691.00 YTD PAID		79.00
115272	JEREZ AUTO DETAIL INC.								
	86794	09/27/24		488436	T	11/26/24	60031030 40514	CONTRACT SERVICES	120.00
	INVOICE: 958900								
	VENDOR TOTALS	660.00 YTD INVOICED					2,300.00 YTD PAID		120.00
122781	JOHNSON 225 INVESTIGATIONS								
	86609	10/24/24	15	488437	T	11/26/24	10021010 40514	CONTRACT SERVICES	1,700.00
	INVOICE: 1098								
	VENDOR TOTALS	10,480.00 YTD INVOICED					84,130.00 YTD PAID		1,700.00
106077	JOHNSON CONTROLS .								
	86598	10/12/24		488438	T	11/26/24	10061050 40514	CONTRACT SERVICES	3,026.06
	INVOICE: 40663225								
	VENDOR TOTALS	8,285.32 YTD INVOICED					28,546.18 YTD PAID		3,026.06
121703	JOHNSON, DEBRA								
	86492	10/10/24		488439	T	11/26/24	10041010 45584	HEALTH AND WELLNESS	30.00
	INVOICE: 1								
	VENDOR TOTALS	30.00 YTD INVOICED					30.00 YTD PAID		30.00
123456	KIMLEY-HORN AND ASSOCIATES, INC.								
	86721	09/30/24	2430	488440	T	11/26/24	10041030 40514	CONTRACT SERVICES	1,924.64
	INVOICE: 29660583-001								
	VENDOR TOTALS	42,039.68 YTD INVOICED					262,460.62 YTD PAID		1,924.64
102360	L A COUNTY FIRE DEPARTMENT								
	86681	11/01/24	54	488361	P	11/26/24	10050121 40774	COUNTY FIRE SERVICES	1,219,236.55

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INVOICE: C0012575								
VENDOR TOTALS	7,304,177.12 YTD INVOICED					21,410,950.06 YTD PAID		1,219,236.55
105446 L A COUNTY SHERIFF'S DEPT								
86636	10/15/24	12	488441	T	11/26/24	10002220 45314	PRISONER EXPENSE	3,133.56
INVOICE: 250755BL								
VENDOR TOTALS	8,138.07 YTD INVOICED					41,491.11 YTD PAID		3,133.56
121776 LA UNIFORMS & TAILORING, INC.								
86858	10/02/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	20.00
INVOICE: 23886								
86874	10/02/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	20.00
INVOICE: 23887								
86879	10/04/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	77.12
INVOICE: 23917								
86882	10/04/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	77.12
INVOICE: 23918								
86884	10/07/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	46.00
INVOICE: 23935								
86894	10/08/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	481.66
INVOICE: 23957								
86895	10/09/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	39.69
INVOICE: 23961								
86896	10/09/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	517.95
INVOICE: 23965								
86897	10/10/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	350.43
INVOICE: 24003								
86898	10/10/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	40.00
INVOICE: 24010								
86899	10/12/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	2,063.05
INVOICE: 24029								
86900	10/12/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	229.21
INVOICE: 24032								
86901	10/17/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	70.00
INVOICE: 24096								
86902	10/17/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	20.00
INVOICE: 24097								
86903	10/17/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	315.09
INVOICE: 24111								
86904	10/18/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	20.00
INVOICE: 24123								
86905	10/19/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	127.67
INVOICE: 24137								
86906	10/21/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	1,605.84
INVOICE: 24173								
86907	10/22/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	683.33
INVOICE: 24188								
86908	10/22/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	518.89
INVOICE: 24197								

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86909	10/30/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	441.88
INVOICE: 24304								
86910	10/30/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	203.85
INVOICE: 24306								
86911	10/30/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	803.70
INVOICE: 24317								
86912	10/31/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	49.56
INVOICE: 24322								
86914	10/31/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	60.00
INVOICE: 24330								
86916	10/31/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	50.00
INVOICE: 24332								
86917	10/31/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	80.00
INVOICE: 24333								
86919	10/30/24	13	488442	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	10.00
INVOICE: 24307								
VENDOR TOTALS	22,637.99 YTD INVOICED					113,820.63 YTD PAID		9,022.04
123749 JOHN LABIB STRUCTURAL ENGINEERS, LLP								
86514	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	423.34
INVOICE: LFA61968								
86515	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	267.46
INVOICE: LFA61969								
86517	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	259.12
INVOICE: LFA61970								
86520	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	374.26
INVOICE: LFA61971								
86524	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	817.53
INVOICE: LFA61972								
86527	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	469.46
INVOICE: LFA61967								
86530	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	390.62
INVOICE: LFA61966								
86540	08/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	294.40
INVOICE: LFA61489								
86542	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	423.34
INVOICE: LFA61962								
86543	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	423.34
INVOICE: LFA61963								
86546	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	1,635.06
INVOICE: LFA61964								
86548	09/15/24		488443	T	11/26/24	10043020 40514	CONTRACT SERVICES	514.50
INVOICE: LFA61965								
VENDOR TOTALS	27,723.83 YTD INVOICED					439,490.08 YTD PAID		6,292.43
122756 LARA, JOSE G.								
87059	10/25/24		488444	T	11/26/24	46447150 42024	BUILDING MAINTENANCE	579.95
INVOICE: 84								

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	VENDOR TOTALS		579.95 YTD INVOICED				21,977.86 YTD PAID		579.95
124250	LAW OFFICES OF ELOCHE P. UKEJE								
	86926	10/29/24		488445	T	11/26/24	25019020 45064	SETTLEMENTS / JUDGEMENTS	10,540.63
	INVOICE:	10/29/2024							
	VENDOR TOTALS		10,540.63 YTD INVOICED				10,540.63 YTD PAID		10,540.63
123756	LAZATIN, MARIA								
	87069	10/31/24		488446	T	11/26/24	29054010 45604	FINANCIAL INCENTIVES	30.00
	INVOICE:	2900-111728							
	87070	11/08/24		488446	T	11/26/24	10017010 45424	TRAVEL, CONFERENCE & MEET	887.35
	INVOICE:	1701-113139							
	VENDOR TOTALS		1,252.92 YTD INVOICED				1,462.92 YTD PAID		917.35
94489	LIEBERT CASSIDY WHITMORE								
	86647	09/30/24		488447	T	11/26/24	10021010 40514	CONTRACT SERVICES	132.00
	INVOICE:	277553							
	VENDOR TOTALS		6,751.00 YTD INVOICED				15,261.00 YTD PAID		132.00
101286	SCP DISTRIBUTORS LLC								
	87135	11/11/24		488448	T	11/26/24	10061090 45754	SWIM POOL CHEMICALS	2,065.65
	INVOICE:	37084426							
	VENDOR TOTALS		26,207.36 YTD INVOICED				91,022.56 YTD PAID		2,065.65
121652	LOBBY TRAFFIC SYSTEMS, INC.								
	86753	07/08/24		488449	T	11/26/24	52035030 40514	CONTRACT SERVICES	1,452.13
	INVOICE:	76884							
	VENDOR TOTALS		1,452.13 YTD INVOICED				36,008.69 YTD PAID		1,452.13
13570	LOS ANGELES COUNTY ASSESSOR								
	86491	10/16/24		488362	P	11/26/24	20025000 40514	CONTRACT SERVICES	6.00
	INVOICE:	25ASRE036							
	VENDOR TOTALS		24.00 YTD INVOICED				84.00 YTD PAID		6.00
123341	LOTUS TELECOMMUNICATIONS, LLC								
	86599	09/27/24		488450	T	11/26/24	10610030 40514	CONTRACT SERVICES	3,467.09
	INVOICE:	LTC24-0112-01							
	VENDOR TOTALS		24,261.09 YTD INVOICED				88,804.86 YTD PAID		3,467.09
123798	MAINTAINX, INC.								
	86561	10/12/24	2533	488451	T	11/26/24	10007410 40514	CONTRACT SERVICES	6,641.72
	INVOICE:	5111EF5B-0004							
	86561	10/12/24	2533	488451	T	11/26/24	85410020 40514	CONTRACT SERVICES	6,641.73

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VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 5111EF5B-0004								
VENDOR TOTALS	13,283.45 YTD INVOICED					28,927.99 YTD PAID		13,283.45
106054 MANLEY, MATTHEW								
86640	10/24/24		488452	T	11/26/24	10002217 41514	OPERATING SUPPLIES	240.00
INVOICE: REIMB. 10/13/2024								
VENDOR TOTALS	496.16 YTD INVOICED					3,366.15 YTD PAID		240.00
124159 MARIA KARLA EDITH CASTILLO MONTERROSO								
87063	11/01/24		488453	T	11/26/24	46515730 42024	BUILDING MAINTENANCE	110.00
INVOICE: 11/01/24								
87064	11/01/24		488453	T	11/26/24	46615731 42024	BUILDING MAINTENANCE	130.00
INVOICE: 11/01/24								
VENDOR TOTALS	240.00 YTD INVOICED					975.00 YTD PAID		240.00
121268 MC ELECTRICAL INC.								
86602	09/03/24	2534	488454	T	11/26/24	10002229 41514	OPERATING SUPPLIES	6,918.15
INVOICE: 110								
86603	09/16/24	2535	488454	T	11/26/24	10002229 41514	OPERATING SUPPLIES	8,647.76
INVOICE: 117								
VENDOR TOTALS	33,551.37 YTD INVOICED					168,170.07 YTD PAID		15,565.91
110684 MC MASTER-CARR								
86729	09/27/24		488455	T	11/26/24	56091010 42014	REPAIR & MAINTENANCE SUPP	180.34
INVOICE: 34016439								
VENDOR TOTALS	418.32 YTD INVOICED					9,877.70 YTD PAID		180.34
123225 MCGEE, EBONY J.								
86724	10/30/24	2401	488456	T	11/26/24	31810010 40514	CONTRACT SERVICES	17,250.00
INVOICE: 0000216								
VENDOR TOTALS	68,187.50 YTD INVOICED					549,395.33 YTD PAID		17,250.00
122208 MCKESSON MEDICAL-SURGICAL								
86645	10/28/24		488457	T	11/26/24	10002220 40724	MEDICAL & AMBULANCE	292.61
INVOICE: 22828704								
VENDOR TOTALS	292.61 YTD INVOICED					4,787.50 YTD PAID		292.61
123984 MCPHEETERS, CHRISTOPHER M.								
86731	10/14/24		488458	T	11/26/24	10001224 45184	TRAINING	378.13
INVOICE: 090209052024								
VENDOR TOTALS	378.13 YTD INVOICED					967.03 YTD PAID		378.13
124238 MEJIA, ANTHONY GABRIEL								

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	86521	09/28/24		488459	T	11/26/24	10061050 40264	CONTRACT LABOR SALARIES	390.00
	INVOICE:	092824							
	VENDOR TOTALS		390.00 YTD INVOICED				390.00 YTD PAID		390.00
100108	MERRIMAC PETROLEUM, INC.								
	86674	10/22/24	27	488460	T	11/26/24	60031030 45144	GASOLINE & OIL	12,211.39
	INVOICE:	2234858							
	86796	10/31/24	27	488460	T	11/26/24	60031030 45144	GASOLINE & OIL	10,239.27
	INVOICE:	2235069							
	VENDOR TOTALS		153,402.53 YTD INVOICED				624,106.15 YTD PAID		22,450.66
123575	MISSION LINEN SUPPLY								
	86502	10/21/24		488461	T	11/26/24	10061070 41514	OPERATING SUPPLIES	72.16
	INVOICE:	522606198							
	86601	10/28/24		488461	T	11/26/24	10061070 41514	OPERATING SUPPLIES	86.61
	INVOICE:	522652854							
	87121	11/04/24		488461	T	11/26/24	10061070 41514	OPERATING SUPPLIES	102.71
	INVOICE:	522695995							
	VENDOR TOTALS		1,450.72 YTD INVOICED				5,769.88 YTD PAID		261.48
115113	MITSUBISHI ELECTRIC &								
	86740	11/01/24		488462	T	11/26/24	10001221 42024	BUILDING MAINTENANCE	689.41
	INVOICE:	507033							
	VENDOR TOTALS		3,428.34 YTD INVOICED				11,463.66 YTD PAID		689.41
121860	MOCTEZUMA, HILDA								
	86493	10/23/24		488463	T	11/26/24	10016020 45584	HEALTH AND WELLNESS	202.57
	INVOICE:	WELLNESS AND HEALTH							
	VENDOR TOTALS		202.57 YTD INVOICED				202.57 YTD PAID		202.57
124242	MOZO, KEVIN								
	86525	10/01/24		488464	T	11/26/24	10061050 40264	CONTRACT LABOR SALARIES	234.00
	INVOICE:	100124							
	VENDOR TOTALS		234.00 YTD INVOICED				234.00 YTD PAID		234.00
107937	MUTUAL PROPANE								
	86695	10/03/24		488465	T	11/26/24	60031030 45144	GASOLINE & OIL	30.00
	INVOICE:	234899							
	VENDOR TOTALS		679.03 YTD INVOICED				2,839.48 YTD PAID		30.00
115942	NAKAGAWA, JOE								
	86857	10/22/24		488466	T	11/26/24	10001224 45184	TRAINING	494.58
	INVOICE:	093010042024							

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	VENDOR TOTALS	2,155.50 YTD INVOICED				2,893.05 YTD PAID			494.58
123857	NASTEC INTERNATIONAL INC.								
	86644	10/24/24	1991	488467	T	11/26/24	10002229 40514	CONTRACT SERVICES	5,200.00
	INVOICE: 9609								
	87097	11/07/24	1991	488467	T	11/26/24	10002229 40514	CONTRACT SERVICES	5,200.00
	INVOICE: 9657								
	VENDOR TOTALS	44,302.38 YTD INVOICED				69,052.38 YTD PAID			10,400.00
124244	QUALITY SIGN PRINTING INC.								
	86563	08/16/24		488468	T	11/26/24	22541060 41514	OPERATING SUPPLIES	2,637.73
	INVOICE: 121783								
	VENDOR TOTALS	2,637.73 YTD INVOICED				2,637.73 YTD PAID			2,637.73
120965	NEW LOOK AUTO DETAIL								
	86937	09/09/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	500.00
	INVOICE: 3275								
	86938	09/10/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	285.00
	INVOICE: 3276								
	86939	09/12/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	435.00
	INVOICE: 3277								
	86940	09/16/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	430.00
	INVOICE: 3278								
	86941	09/17/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	305.00
	INVOICE: 3279								
	86943	09/19/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	440.00
	INVOICE: 3280								
	86945	09/23/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	430.00
	INVOICE: 3281								
	86949	09/24/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	605.00
	INVOICE: 3282								
	86950	09/26/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	445.00
	INVOICE: 3283								
	86951	09/30/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	430.00
	INVOICE: 3284								
	86952	10/01/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	310.00
	INVOICE: 3285								
	86953	10/03/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	455.00
	INVOICE: 3286								
	86954	10/07/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	440.00
	INVOICE: 3287								
	86955	10/08/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	310.00
	INVOICE: 3288								
	86956	10/10/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	440.00
	INVOICE: 3289								
	86957	10/14/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	430.00
	INVOICE: 3290								
	86958	10/15/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	335.00

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	INVOICE: 3291								
	86959	10/17/24	24	488469	T	11/26/24	60031030 40514	CONTRACT SERVICES	420.00
	INVOICE: 3292								
	VENDOR TOTALS	19,775.00 YTD INVOICED					88,260.00 YTD PAID		7,445.00
121399	NOBEL SYSTEMS, INC.								
	86778	10/31/24	2541	488470	T	11/26/24	10001222 40514	CONTRACT SERVICES	8,900.00
	INVOICE: 16036								
	VENDOR TOTALS	8,900.00 YTD INVOICED					17,800.00 YTD PAID		8,900.00
123565	NORTH STAR LAND CARE								
	86717	10/31/24	2504	488471	T	11/26/24	10061110 41514	OPERATING SUPPLIES	40,348.00
	INVOICE: 1601-897								
	VENDOR TOTALS	121,132.00 YTD INVOICED					444,619.00 YTD PAID		40,348.00
123279	ODP BUSINESS SOLUTIONS, LLC								
	86373	10/17/24		488472	T	11/26/24	25019010 41514	OPERATING SUPPLIES	107.75
	INVOICE: 391523313001								
	86374	10/18/24		488472	T	11/26/24	25019010 41514	OPERATING SUPPLIES	39.05
	INVOICE: 391525662001								
	86703	10/29/24		488472	T	11/26/24	10016020 41514	OPERATING SUPPLIES	256.82
	INVOICE: 392101257001								
	86742	10/28/24		488472	T	11/26/24	10002215 41514	OPERATING SUPPLIES	92.52
	INVOICE: 389780338001								
	86743	10/29/24		488472	T	11/26/24	10002215 41514	OPERATING SUPPLIES	29.77
	INVOICE: 393329652001								
	86744	10/29/24		488472	T	11/26/24	10002215 41514	OPERATING SUPPLIES	8.63
	INVOICE: 389795620001								
	VENDOR TOTALS	5,871.50 YTD INVOICED					40,211.57 YTD PAID		534.54
123098	ORKIN SERVICES OF CALIFORNIA, INC								
	86564	07/24/24		488473	T	11/26/24	10041050 40514	CONTRACT SERVICES	144.99
	INVOICE: 263515316								
	86565	09/24/24		488474	T	11/26/24	10041050 40514	CONTRACT SERVICES	144.99
	INVOICE: 266594943								
	86566	10/25/24		488475	T	11/26/24	10041050 40514	CONTRACT SERVICES	144.99
	INVOICE: 268236869								
	86567	08/28/24		488476	T	11/26/24	10041050 40514	CONTRACT SERVICES	144.99
	INVOICE: 265155505								
	86600	10/24/24		488477	T	11/26/24	10061120 40514	CONTRACT SERVICES	251.99
	INVOICE: 268236888								
	86634	10/25/24		488478	T	11/26/24	10001221 41514	OPERATING SUPPLIES	139.99
	INVOICE: 268236881								
	VENDOR TOTALS	3,740.82 YTD INVOICED					12,749.38 YTD PAID		971.94
121441	OSI HARDWARE, INC.								

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	86559	10/25/24	2461	488479	T	11/26/24	10001222 47404	MACHINERY & EQUIPMENT	2,892.10
	INVOICE:	INV-US131014							
	VENDOR TOTALS		2,892.10 YTD INVOICED				4,551.18 YTD PAID		2,892.10
123969	BROWN, STEVE								
	87060	10/29/24		488480	T	11/26/24	46515730 42024	BUILDING MAINTENANCE	460.00
	INVOICE:	288							
	VENDOR TOTALS		5,705.00 YTD INVOICED				8,245.00 YTD PAID		460.00
124246	PARADISO, LOUIS								
	86642	10/24/24		488481	T	11/26/24	10001224 45184	TRAINING	76.79
	INVOICE:	REIMB. 10/22/2024							
	VENDOR TOTALS		76.79 YTD INVOICED				76.79 YTD PAID		76.79
122218	PARDESS AIR INC.								
	86557	10/22/24	2539	488482	T	11/26/24	18110080 40514	CONTRACT SERVICES	459,420.00
	INVOICE:	3							
	VENDOR TOTALS		643,625.00 YTD INVOICED				767,125.00 YTD PAID		459,420.00
99213	PARKHOUSE TIRE, INC.								
	86759	09/17/24	30	488483	T	11/26/24	60031030 42554	TIRES	1,617.53
	INVOICE:	1010998117							
	86760	09/12/24	30	488483	T	11/26/24	60031030 42554	TIRES	1,078.49
	INVOICE:	1010998598							
	86761	10/10/24	30	488483	T	11/26/24	60031030 42554	TIRES	603.50
	INVOICE:	1010998951							
	86762	09/18/24	30	488483	T	11/26/24	60031030 42554	TIRES	1,368.51
	INVOICE:	1010999420							
	86763	09/03/24	30	488483	T	11/26/24	60031030 42554	TIRES	258.00
	INVOICE:	1010997251							
	86792	10/17/24	30	488483	T	11/26/24	60031030 42554	TIRES	1,026.87
	INVOICE:	1011004269							
	VENDOR TOTALS		24,683.29 YTD INVOICED				62,953.58 YTD PAID		5,952.90
123300	PARTY PRONTO, INC.								
	86624	10/31/24		488484	T	11/26/24	10061020 41514	OPERATING SUPPLIES	853.00
	INVOICE:	044160							
	VENDOR TOTALS		3,445.00 YTD INVOICED				11,657.50 YTD PAID		853.00
124255	PLL LIMITED PARTNERSHIP								
	86946	02/05/24		488363	P	11/26/24	10000101 51114	BUSINESS LICENSE TAXES	30.00
	INVOICE:	req#2000-114911							
	VENDOR TOTALS		30.00 YTD INVOICED				30.00 YTD PAID		30.00

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109749	PLUMBERS DEPOT								
	86623	10/30/24		488485	T	11/26/24	10061100 41404	MATERIALS, SUPPLIES & OTH	67.25
	INVOICE: PD-57385								
	VENDOR TOTALS	701,229.15 YTD INVOICED					713,108.76 YTD PAID		67.25
123499	POLICE EXECUTIVE RESEARCH FORUM								
	86606	10/11/24	2538	488486	T	11/26/24	10001224 45184	TRAINING	11,200.00
	INVOICE: 211675542								
	VENDOR TOTALS	11,200.00 YTD INVOICED					11,200.00 YTD PAID		11,200.00
112546	PRICON ENTERPRISE TECHNOLOGIES								
	86427	09/30/24	2460	488487	T	11/26/24	10001222 40614	CITY PRINT SERVICES	4,250.17
	INVOICE: 113316								
	86430	10/08/24	2460	488487	T	11/26/24	10001222 40614	CITY PRINT SERVICES	3,402.58
	INVOICE: 113348								
	86431	10/11/24	2460	488487	T	11/26/24	10001222 40614	CITY PRINT SERVICES	8,027.42
	INVOICE: 113366								
	VENDOR TOTALS	24,653.34 YTD INVOICED					59,189.14 YTD PAID		15,680.17
119033	PRINTWEAR SALES COMPANY								
	86927	09/25/24		488488	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	287.75
	INVOICE: 10222								
	87101	10/24/24		488488	T	11/26/24	10002219 41614	UNIFORMS & SAFETY EQUIPME	1,926.06
	INVOICE: 10245								
	VENDOR TOTALS	2,213.81 YTD INVOICED					4,901.22 YTD PAID		2,213.81
115456	PROFORCE LAW ENFORCEMENT								
	86852	11/05/24		488489	T	11/26/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	342.55
	INVOICE: 560995								
	VENDOR TOTALS	7,143.21 YTD INVOICED					18,174.65 YTD PAID		342.55
16650	PRUDENTIAL OVERALL SUPPLY								
	86859	10/03/24		488490	T	11/26/24	60031030 40514	CONTRACT SERVICES	74.25
	INVOICE: 42971611								
	86862	10/24/24		488490	T	11/26/24	60031030 40514	CONTRACT SERVICES	74.25
	INVOICE: 42976947								
	86868	10/31/24		488490	T	11/26/24	60031030 40514	CONTRACT SERVICES	74.25
	INVOICE: 42978762								
	86870	10/24/24		488490	T	11/26/24	60031030 40514	CONTRACT SERVICES	75.00
	INVOICE: 42976948								
	86871	10/17/24		488490	T	11/26/24	60031030 40514	CONTRACT SERVICES	74.25
	INVOICE: 42975121								
	86872	10/10/24		488490	T	11/26/24	60031030 40514	CONTRACT SERVICES	75.00
	INVOICE: 42973308								
	86873	10/10/24		488490	T	11/26/24	60031030 40514	CONTRACT SERVICES	74.25
	INVOICE: 42973307								

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	VENDOR TOTALS	2,011.50 YTD INVOICED		8,191.26 YTD PAID					521.25
124201	QUALITY ENVIRONMENTAL INC.								
	87131	09/27/24	2552	488491	T	11/26/24	33610010 44454	HVAC COMMUNITY CENTER	11,700.00
	INVOICE:	7989-1							
	87132	10/16/24	2551	488491	T	11/26/24	33610010 44454	HVAC COMMUNITY CENTER	9,970.00
	INVOICE:	7989-2							
	VENDOR TOTALS	21,670.00 YTD INVOICED		21,670.00 YTD PAID					21,670.00
123536	R & A TANK TECHNOLOGIES LLC								
	86691	10/22/24		488492	T	11/26/24	60031030 40514	CONTRACT SERVICES	175.00
	INVOICE:	100124-31							
	86692	10/22/24		488492	T	11/26/24	60031030 40514	CONTRACT SERVICES	175.00
	INVOICE:	100124-32							
	VENDOR TOTALS	7,576.03 YTD INVOICED		26,712.03 YTD PAID					350.00
123013	RACE TELECOMMUNICATIONS, INC.								
	86725	11/01/24	2459	488364	P	11/26/24	10001222 43054	TELEPHONE	2,805.00
	INVOICE:	RC1367801							
	VENDOR TOTALS	14,069.18 YTD INVOICED		47,545.85 YTD PAID					2,805.00
123968	RANIA ALOMAR ARCHITECT INC.								
	86719	08/01/24	2520	488493	T	11/26/24	85410020 40514	CONTRACT SERVICES	51,310.00
	INVOICE:	HCY05							
	VENDOR TOTALS	407,144.30 YTD INVOICED		925,237.10 YTD PAID					51,310.00
115978	RED WING								
	86706	10/24/24		488365	P	11/26/24	22541060 41614	UNIFORMS & SAFETY EQUIPME	182.30
	INVOICE:	20241024021563							
	86716	08/22/24		488365	P	11/26/24	56091010 41614	UNIFORMS & SAFETY EQUIPME	183.55
	INVOICE:	233-72-8544311							
	86722	08/22/24		488365	P	11/26/24	22541060 41614	UNIFORMS & SAFETY EQUIPME	200.00
	INVOICE:	233-728544307							
	86723	08/22/24		488365	P	11/26/24	10041050 41614	UNIFORMS & SAFETY EQUIPME	183.55
	INVOICE:	233-72-8544306							
	86726	08/22/24		488365	P	11/26/24	22541060 41614	UNIFORMS & SAFETY EQUIPME	183.55
	INVOICE:	233-72-8544314							
	86727	08/22/24		488365	P	11/26/24	22541060 41614	UNIFORMS & SAFETY EQUIPME	200.00
	INVOICE:	233-72-8544313							
	86728	08/22/24		488365	P	11/26/24	56091010 41614	UNIFORMS & SAFETY EQUIPME	183.55
	INVOICE:	233-72-8544316							
	86765	08/16/24		488365	P	11/26/24	10041020 41614	UNIFORMS & SAFETY EQUIPME	183.55
	INVOICE:	233-72-8544310							
	86842	10/31/24		488365	P	11/26/24	60031030 41614	UNIFORMS & SAFETY EQUIPME	177.37
	INVOICE:	20241031021563							

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	2,434.61 YTD INVOICED				3,919.36 YTD PAID			1,677.42
112503	REDFLEX TRAFFIC SYSTEMS, INC.								
	86781	10/31/24		488494	T	11/26/24	10000104 51431	VEHICLE CODE FINES	21,837.56
	INVOICE:	INV0087508							
	VENDOR TOTALS	87,437.88 YTD INVOICED				366,613.04 YTD PAID			21,837.56
123234	REECE SUPPLY, LLC								
	86531	08/16/24		488495	T	11/26/24	10061100 42014	REPAIR & MAINTENANCE SUPP	107.99
	INVOICE:	S118814669.001							
	86621	09/30/24		488495	T	11/26/24	10061090 42024	BUILDING MAINTENANCE	76.09
	INVOICE:	S119125983.001							
	86630	10/21/24		488495	T	11/26/24	10061100 41404	MATERIALS, SUPPLIES & OTH	220.23
	INVOICE:	S119287496.001							
	86631	10/22/24		488495	T	11/26/24	10061100 41404	MATERIALS, SUPPLIES & OTH	44.18
	INVOICE:	S119298067.001							
	86632	10/23/24		488495	T	11/26/24	10061100 41404	MATERIALS, SUPPLIES & OTH	156.31
	INVOICE:	S119304436.001							
	86633	10/23/24		488495	T	11/26/24	10061100 41404	MATERIALS, SUPPLIES & OTH	16.08
	INVOICE:	S119305093.001							
	VENDOR TOTALS	2,344.70 YTD INVOICED				9,716.32 YTD PAID			620.88
115776	REPUBLIC SERVICES								
	86767	09/30/24		488496	T	11/26/24	46615731 45444	UTILITIES	688.07
	INVOICE:	0902-012838290							
	86782	09/30/24		488496	T	11/26/24	46515730 45444	UTILITIES	537.83
	INVOICE:	0902-012838289							
	86783	09/30/24		488496	T	11/26/24	46447150 45444	UTILITIES	252.54
	INVOICE:	0902-012849830							
	86785	09/30/24		488496	T	11/26/24	46447150 45444	UTILITIES	36.30
	INVOICE:	0902-0128489831							
	86786	09/30/24		488496	T	11/26/24	46715732 45444	UTILITIES	409.83
	INVOICE:	0902-012839649							
	VENDOR TOTALS	7,473.99 YTD INVOICED				135,101.73 YTD PAID			1,924.57
124155	JESSICA REYES								
	86582	09/30/24		488497	T	11/26/24	10041010 45584	HEALTH AND WELLNESS	142.11
	INVOICE:	15530217							
	VENDOR TOTALS	498.60 YTD INVOICED				498.60 YTD PAID			142.11
98822	RICHARDS, WATSON & GERSHON								
	86442	10/18/24	66	488498	T	11/26/24	10015010 40514	CONTRACT SERVICES	1,159.40
	INVOICE:	250085							
	86444	10/18/24	66	488498	T	11/26/24	10015010 40514	CONTRACT SERVICES	414.20
	INVOICE:	250086							
	86447	10/18/24	66	488498	T	11/26/24	10015010 40514	CONTRACT SERVICES	2,152.39

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	INVOICE: 250087								
	86450	10/18/24	66	488498	T	11/26/24	10015010 40514	CONTRACT SERVICES	3,627.80
	INVOICE: 250088								
	86452	10/18/24	66	488498	T	11/26/24	10015010 40514	CONTRACT SERVICES	9,370.80
	INVOICE: 250089								
	86454	10/18/24	66	488498	T	11/26/24	10015010 40514	CONTRACT SERVICES	6,692.90
	INVOICE: 250090								
	VENDOR TOTALS	74,080.02 YTD INVOICED					576,017.85 YTD PAID		23,417.49
112919	RICOH USA, INC.								
	86637	10/11/24		488499	T	11/26/24	10001222 40614	CITY PRINT SERVICES	349.36
	INVOICE: 39843552								
	86638	10/25/24		488499	T	11/26/24	52035030 41154	COPIER PRINT SERVICES	31.13
	INVOICE: 5070356112								
	86639	10/27/24		488499	T	11/26/24	10001222 40614	CITY PRINT SERVICES	2,242.36
	INVOICE: 5070366909								
	86639	10/27/24		488499	T	11/26/24	81044010 41154	COPIER PRINT SERVICES	206.85
	INVOICE: 5070366909								
	86732	10/31/24		488499	T	11/26/24	10001222 40614	CITY PRINT SERVICES	654.61
	INVOICE: 9032818346								
	VENDOR TOTALS	14,478.69 YTD INVOICED					143,787.07 YTD PAID		3,484.31
111254	ROADLINE PRODUCTS INC USA								
	86585	08/22/24	43	488500	T	11/26/24	28534000 40514	CONTRACT SERVICES	1,826.56
	INVOICE: 20258								
	86586	08/20/24	43	488500	T	11/26/24	28534000 40514	CONTRACT SERVICES	2,250.59
	INVOICE: 20386								
	86587	09/04/24	43	488500	T	11/26/24	28534000 40514	CONTRACT SERVICES	138.92
	INVOICE: 20459								
	86588	08/02/24	43	488500	T	11/26/24	28534000 40514	CONTRACT SERVICES	1,373.00
	INVOICE: 20275								
	VENDOR TOTALS	19,589.23 YTD INVOICED					63,476.97 YTD PAID		5,589.07
121424	ROGERS,ANDERSON,MALODY & SCOTT, LLP								
	87092	10/31/24	2440	488366	P	11/26/24	10016010 40524	AUDITING	9,775.00
	INVOICE: 76259								
	VENDOR TOTALS	32,950.00 YTD INVOICED					132,570.00 YTD PAID		9,775.00
124049	RUSS BASSETT CORP.								
	86499	10/14/24	1987	488501	T	11/26/24	10002229 41514	OPERATING SUPPLIES	27,612.44
	INVOICE: 93669								
	VENDOR TOTALS	114,273.13 YTD INVOICED					157,603.47 YTD PAID		27,612.44
116672	SAM'S ALIGNMENT TIRE CENTER, INC.								
	86885	10/15/24	29	488502	T	11/26/24	60031030 42554	TIRES	734.65
	INVOICE: 31340								

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	86887	10/17/24	29	488502	T	11/26/24	60031030 42554	TIRES	277.38
	INVOICE: 31359								
	86888	10/23/24	29	488502	T	11/26/24	60031030 42554	TIRES	427.85
	INVOICE: 31404								
	86889	10/25/24	29	488502	T	11/26/24	60031030 42554	TIRES	200.00
	INVOICE: 31428								
	86890	10/30/24	29	488502	T	11/26/24	60031030 42554	TIRES	889.00
	INVOICE: 31475								
	86891	10/30/24	29	488502	T	11/26/24	60031030 42554	TIRES	492.20
	INVOICE: 31476								
	VENDOR TOTALS		5,168.60 YTD INVOICED				19,928.61 YTD PAID		3,021.08
124239	SANCHEZ, STEPHANIE								
	86522	09/28/24		488503	T	11/26/24	10061050 40264	CONTRACT LABOR SALARIES	468.00
	INVOICE: 092824								
	VENDOR TOTALS		468.00 YTD INVOICED				468.00 YTD PAID		468.00
108274	SANTA MONICA-UCLA								
	86659	10/24/24		488504	T	11/26/24	10002215 45024	FORENSIC TESTING	1,029.00
	INVOICE: 25969911								
	VENDOR TOTALS		5,145.00 YTD INVOICED				27,665.00 YTD PAID		1,029.00
123856	SECTRAN SECURITY INC.								
	87153	11/07/24		488505	T	11/26/24	10016020 40514	CONTRACT SERVICES	302.58
	INVOICE: 24110603								
	VENDOR TOTALS		1,517.80 YTD INVOICED				3,676.19 YTD PAID		302.58
17550	SEERS LUMBER CO INC								
	86529	10/22/24		488506	T	11/26/24	10061120 42024	BUILDING MAINTENANCE	14.28
	INVOICE: 113630								
	VENDOR TOTALS		458.73 YTD INVOICED				3,898.04 YTD PAID		14.28
123901	GUIRGUIS, DANIEL								
	86690	10/29/24		488507	T	11/26/24	10610010 47884	SOCIAL MEDIA	275.63
	INVOICE: COH_013b								
	86720	10/31/24	2016	488507	T	11/26/24	10011100 45154	GENERAL EXPENSE	396.90
	INVOICE: COH_015								
	VENDOR TOTALS		3,635.02 YTD INVOICED				11,952.03 YTD PAID		672.53
123890	SHOETERIA, INC.								
	86607	08/16/24		488508	T	11/26/24	56091010 41614	UNIFORMS & SAFETY EQUIPME	200.00
	INVOICE: 1078128								
	86614	08/16/24		488508	T	11/26/24	56091010 41614	UNIFORMS & SAFETY EQUIPME	200.00
	INVOICE: 1078129								
	86635	08/16/24		488508	T	11/26/24	56091010 41614	UNIFORMS & SAFETY EQUIPME	163.71

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	INVOICE: 1078131								
	86646	08/16/24		488508	T	11/26/24	56091010 41614	UNIFORMS & SAFETY EQUIPME	178.59
	INVOICE: 1078133								
	86650	08/16/24		488508	T	11/26/24	22006272 41614	UNIFORMS & SAFETY EQUIPME	178.59
	INVOICE: 1078135								
	86652	08/16/24		488508	T	11/26/24	22006272 41614	UNIFORMS & SAFETY EQUIPME	200.00
	INVOICE: 1078137								
	86658	08/16/24		488508	T	11/26/24	22006272 41614	UNIFORMS & SAFETY EQUIPME	188.52
	INVOICE: 1078122								
	86660	08/16/24		488508	T	11/26/24	22541060 41614	UNIFORMS & SAFETY EQUIPME	200.00
	INVOICE: 1078117								
	86663	08/16/24		488508	T	11/26/24	22006272 41614	UNIFORMS & SAFETY EQUIPME	178.59
	INVOICE: 1078126								
	86664	08/16/24		488508	T	11/26/24	22006272 41614	UNIFORMS & SAFETY EQUIPME	178.59
	INVOICE: 1078127								
	86665	08/16/24		488508	T	11/26/24	22006272 41614	UNIFORMS & SAFETY EQUIPME	200.00
	INVOICE: 1078134								
	86667	08/16/24		488508	T	11/26/24	60031030 41614	UNIFORMS & SAFETY EQUIPME	158.75
	INVOICE: 1078121								
	86669	08/16/24		488508	T	11/26/24	60031030 41614	UNIFORMS & SAFETY EQUIPME	198.44
	INVOICE: 1078120								
	86932	08/16/24		488508	T	11/26/24	10043030 41614	UNIFORMS & SAFETY EQUIPME	373.63
	INVOICE: 0071648-IN								
	VENDOR TOTALS	4,080.33 YTD INVOICED					4,451.37 YTD PAID		2,797.41
116914	SIRCHIE ACQUISITION CO., LLC.								
	86613	10/24/24		488509	T	11/26/24	10002215 41514	OPERATING SUPPLIES	32.96
	INVOICE: 0668822-IN								
	VENDOR TOTALS	943.02 YTD INVOICED					2,088.10 YTD PAID		32.96
120162	SONSRAY MACHINERY LLC.								
	86829	10/10/24		488367	P	11/26/24	60031030 42014	REPAIR & MAINTENANCE SUPP	298.97
	INVOICE: PSO154032-1								
	VENDOR TOTALS	298.97 YTD INVOICED					224,762.15 YTD PAID		298.97
101153	SOUTH BAY FORD								
	86591	10/28/24	1640	488510	T	11/26/24	60031030 47404	MACHINERY & EQUIPMENT	63,029.09
	INVOICE: COH24015								
	86670	10/28/24	1640	488510	T	11/26/24	60031030 47404	MACHINERY & EQUIPMENT	63,029.09
	INVOICE: COH24014								
	86892	11/06/24	942	488510	T	11/26/24	60031030 47404	MACHINERY & EQUIPMENT	63,029.09
	INVOICE: COH24021								
	VENDOR TOTALS	1,071,507.77 YTD INVOICED					2,107,875.84 YTD PAID		189,087.27
17857	SOUTH BAY REGIONAL PUBLIC								
	86675	10/23/24	53	488511	T	11/26/24	60031030 47304	IMPROV OTHER THAN BUILDIN	687.97
	INVOICE: 04547								

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86675	10/23/24	53	488511	T	11/26/24	60031030 47404	MACHINERY & EQUIPMENT	687.98
INVOICE: 04547								
86676	10/23/24	53	488511	T	11/26/24	60031030 47304	IMPROV OTHER THAN BUILDIN	20,052.51
INVOICE: 04542								
86676	10/23/24	53	488511	T	11/26/24	60031030 47404	MACHINERY & EQUIPMENT	20,052.52
INVOICE: 04542								
86677	10/23/24	53	488511	T	11/26/24	60031030 47304	IMPROV OTHER THAN BUILDIN	3,251.82
INVOICE: 04548								
86677	10/23/24	53	488511	T	11/26/24	60031030 47404	MACHINERY & EQUIPMENT	3,251.83
INVOICE: 04548								
86678	10/23/24	53	488511	T	11/26/24	60031030 47304	IMPROV OTHER THAN BUILDIN	1,387.05
INVOICE: 04549								
86678	10/23/24	53	488511	T	11/26/24	60031030 47404	MACHINERY & EQUIPMENT	1,387.06
INVOICE: 04549								
86679	10/23/24	53	488511	T	11/26/24	60031030 47304	IMPROV OTHER THAN BUILDIN	536.48
INVOICE: 04541								
86680	10/23/24	53	488511	T	11/26/24	60031030 47304	IMPROV OTHER THAN BUILDIN	3,127.44
INVOICE: 04543								
86853	10/23/24		488511	T	11/26/24	10001221 47424	SBRPCA - EQUIPMENT	3,681.03
INVOICE: 04546								
86854	10/23/24		488511	T	11/26/24	10001221 47424	SBRPCA - EQUIPMENT	569.33
INVOICE: 04540								
86855	10/23/24		488511	T	11/26/24	10001221 47424	SBRPCA - EQUIPMENT	3,030.55
INVOICE: 04545								
86856	10/23/24		488511	T	11/26/24	10001221 47424	SBRPCA - EQUIPMENT	1,466.33
INVOICE: 04544								
VENDOR TOTALS	1,956,099.43 YTD INVOICED					5,227,568.75 YTD PAID		63,169.90
123166 CHARTER COMMUNICATIONS HOLDINGS, LLC								
86425	10/07/24	2454	488512	T	11/26/24	10001222 43054	TELEPHONE	6,160.00
INVOICE: 188392501100724								
VENDOR TOTALS	12,320.00 YTD INVOICED					49,280.00 YTD PAID		6,160.00
123759 STARCHASE LLC								
86501	10/21/24		488513	T	11/26/24	23021020 40514	CONTRACT SERVICES	4,500.00
INVOICE: 20133924								
VENDOR TOTALS	4,500.00 YTD INVOICED					29,374.76 YTD PAID		4,500.00
122477 STELLA GRAFX DESIGN & PRINTING								
87138	10/17/24		488514	T	11/26/24	10061020 41514	OPERATING SUPPLIES	111.35
INVOICE: 7577								
VENDOR TOTALS	386.98 YTD INVOICED					1,880.87 YTD PAID		111.35
124007 THE FELDHAKE LAW FIRM, APC								
86747	11/04/24	64	488515	T	11/26/24	10015010 40514	CONTRACT SERVICES	6,531.90
INVOICE: 56740								

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	VENDOR TOTALS	60,670.26 YTD INVOICED				68,965.86 YTD PAID			6,531.90
122858	THE LOVEJOY FOUNDATION								
	86923	11/01/24	11	488516	T	11/26/24	10001230 40514	CONTRACT SERVICES	16,000.00
	INVOICE: COH 11012024								
	VENDOR TOTALS	64,000.00 YTD INVOICED				266,564.00 YTD PAID			16,000.00
105802	THE SAFEMART OF SO. CALIF.								
	86487	09/09/24		488517	T	11/26/24	22541060 42014	REPAIR & MAINTENANCE SUPP	27.50
	INVOICE: 1146								
	86489	09/11/24		488517	T	11/26/24	22541060 42014	REPAIR & MAINTENANCE SUPP	30.87
	INVOICE: 1157								
	86490	09/23/24		488517	T	11/26/24	22541060 42014	REPAIR & MAINTENANCE SUPP	37.50
	INVOICE: 1189								
	VENDOR TOTALS	2,186.98 YTD INVOICED				8,830.62 YTD PAID			95.87
118571	THE STANLEY LOUIS COMPANY								
	86619	10/24/24		488368	P	11/26/24	10061090 40514	CONTRACT SERVICES	384.75
	INVOICE: 242752								
	VENDOR TOTALS	3,031.95 YTD INVOICED				54,219.47 YTD PAID			384.75
121873	TRANS UNION LLC.								
	86921	10/25/24		488369	P	11/26/24	10021010 40514	CONTRACT SERVICES	91.89
	INVOICE: 10409769								
	VENDOR TOTALS	303.78 YTD INVOICED				1,434.12 YTD PAID			91.89
109619	TRANSPORTATION STUDIES, INC.								
	86556	10/24/24		488518	T	11/26/24	10041030 40514	CONTRACT SERVICES	389.00
	INVOICE: 8698								
	VENDOR TOTALS	795.00 YTD INVOICED				1,201.00 YTD PAID			389.00
123815	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS,INC								
	86745	11/01/24		488370	P	11/26/24	10002215 40514	CONTRACT SERVICES	288.00
	INVOICE: 777625-202410-1								
	VENDOR TOTALS	1,128.00 YTD INVOICED				3,685.80 YTD PAID			288.00
123961	TREJO, LUIS CARLOS								
	75730	04/22/24		488371	P	11/26/24	10002205 40354	HEALTH INSURANCE BENEFITS	58.23
	INVOICE: 1701-113096								
	VENDOR TOTALS	.00 YTD INVOICED				58.23 YTD PAID			58.23
123415	TRIPEPI, SMITH AND ASSOCIATES, INC.								
	86510	08/15/24	2482	488519	T	11/26/24	10011500 40514	CONTRACT SERVICES	2,425.00

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	INVOICE: 12922								
	86511	10/15/24	2482	488519	T	11/26/24	10011500 40514	CONTRACT SERVICES	2,425.00
	INVOICE: 13357								
	VENDOR TOTALS	18,160.89 YTD INVOICED					96,443.39 YTD PAID		4,850.00
123793	TRUJILLO, JULISSA								
	86661	10/22/24		488520	T	11/26/24	10021010 45584	HEALTH AND WELLNESS	412.19
	INVOICE: REIMB. 10/22/24								
	VENDOR TOTALS	412.19 YTD INVOICED					5,063.42 YTD PAID		412.19
107614	U S BANK TRUST NATIONAL ASSOC.								
	87086	10/25/24		488521	T	11/26/24	44283010 40514	CONTRACT SERVICES	2,310.00
	INVOICE: 7516142								
	VENDOR TOTALS	5,000.00 YTD INVOICED					18,387.00 YTD PAID		2,310.00
122200	U.S. VENTURE, INC.								
	86881	10/31/24		488522	T	11/26/24	60031030 45144	GASOLINE & OIL	136.47
	INVOICE: 70-012052								
	VENDOR TOTALS	154.95 YTD INVOICED					280.14 YTD PAID		136.47
122495	UC REGENTS, DBA:UC CNTR /PREHOSPITAL								
	86420	10/18/24	2468	488523	T	11/26/24	990 23040	OPIOID NARCAN SETTLEMENT	6,893.88
	INVOICE: 3013-1023								
	VENDOR TOTALS	19,468.20 YTD INVOICED					43,741.91 YTD PAID		6,893.88
112885	ULINE SHIPPING SUPPLY								
	86922	10/24/24		488524	T	11/26/24	10002220 41514	OPERATING SUPPLIES	1,357.80
	INVOICE: 184763990								
	VENDOR TOTALS	3,611.14 YTD INVOICED					8,727.72 YTD PAID		1,357.80
124234	VERITONE, INC.								
	86604	08/06/24	2536	488525	T	11/26/24	10021010 40514	CONTRACT SERVICES	9,400.00
	INVOICE: 724257								
	VENDOR TOTALS	9,400.00 YTD INVOICED					9,400.00 YTD PAID		9,400.00
124237	VILLALOBOS, JESUS ALEJANDRO								
	86519	09/28/24		488526	T	11/26/24	10061050 40264	CONTRACT LABOR SALARIES	468.00
	INVOICE: 092824								
	VENDOR TOTALS	468.00 YTD INVOICED					468.00 YTD PAID		468.00
106043	VISTA PAINT CORPORATION								
	86590	09/18/24		488527	T	11/26/24	22006272 41514	OPERATING SUPPLIES	4,904.91
	INVOICE: 2024-627527-00								

PAID INVOICES REPORT

CHECK: C112624 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	86616	09/18/24		488527	T	11/26/24	10061090 42124	SWIM POOL MAINTENANCE	470.89
	INVOICE:	2024-628467-00							
	86617	09/17/24		488527	T	11/26/24	10061090 42124	SWIM POOL MAINTENANCE	162.55
	INVOICE:	2024-625934-00							
	VENDOR TOTALS	9,516.73 YTD INVOICED					29,634.76 YTD PAID		5,538.35
121110	VITAL MEDICAL SERVICES, LLC								
	86928	10/31/24	7	488528	T	11/26/24	10002220 40724	MEDICAL & AMBULANCE	1,869.00
	INVOICE:	4523							
	86929	10/31/24	7	488528	T	11/26/24	10002220 40724	MEDICAL & AMBULANCE	6,841.00
	INVOICE:	4522							
	VENDOR TOTALS	18,993.00 YTD INVOICED					158,919.00 YTD PAID		8,710.00
110730	WALKER, JOYCELYN								
	86948	10/25/24		488529	T	11/26/24	10021010 45584	HEALTH AND WELLNESS	310.00
	INVOICE:	REIMB. 07/19/24							
	VENDOR TOTALS	1,756.38 YTD INVOICED					5,029.80 YTD PAID		310.00
123653	WANG, EMILY								
	86656	10/28/24		488530	T	11/26/24	10001224 45184	TRAINING	34.05
	INVOICE:	102110232024							
	86657	10/28/24		488530	T	11/26/24	10001224 45184	TRAINING	13.09
	INVOICE:	10242024							
	VENDOR TOTALS	188.65 YTD INVOICED					1,772.80 YTD PAID		47.14
21410	WESTWOOD BUILDING MATERIALS CO								
	86769	08/13/24		488531	T	11/26/24	22006272 42074	PAVING EXPENSE	197.35
	INVOICE:	2408-178684							
	86771	08/15/24		488531	T	11/26/24	22006272 42074	PAVING EXPENSE	254.42
	INVOICE:	2408-179335							
	86772	07/24/24		488531	T	11/26/24	22006272 42074	PAVING EXPENSE	273.30
	INVOICE:	2407-173890							
	VENDOR TOTALS	725.07 YTD INVOICED					1,931.42 YTD PAID		725.07
123395	DON AND TOD GRUBERGER PARTNERS								
	86730	09/30/24		488532	T	11/26/24	22541060 41614	UNIFORMS & SAFETY EQUIPME	199.99
	INVOICE:	HAWTHORNE0924							
	VENDOR TOTALS	199.99 YTD INVOICED					849.99 YTD PAID		199.99
122789	YEE, CHERILYN								
	86654	10/28/24		488533	T	11/26/24	10001224 45184	TRAINING	63.80
	INVOICE:	102110232024							
	86655	10/28/24		488533	T	11/26/24	10001224 45184	TRAINING	19.26
	INVOICE:	10242024							

PAID INVOICES REPORT

CHECK: C112624 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		405.17 YTD INVOICED				1,345.67 YTD PAID		83.06
122960	YOSHIDA, JOHN								
	86649	10/28/24		488534	T	11/26/24	10001224 45184	TRAINING	1,208.40
	INVOICE: 101310252024								
	VENDOR TOTALS		1,208.40 YTD INVOICED				2,397.90 YTD PAID		1,208.40
124017	ZERMENO, EDGAR NOE								
	76248	01/29/24		488372	P	11/26/24	10000101 51114	BUSINESS LICENSE TAXES	30.00
	INVOICE: refund 1/29/2024								
	VENDOR TOTALS		.00 YTD INVOICED				30.00 YTD PAID		30.00
								REPORT TOTALS	2,791,494.35

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	26	1,249,213.91
TOTAL EFT TRANSFERS	162	1,542,280.44

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PAID INVOICES REPORT

CHECK: C111524 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
119713	ARTHUR J. GALLAGHER & CO.								
	87199	09/11/24	2555	488535	P	11/15/24	25190010 46244	AUTO PHYS DAM/CE/EARTH MO	153,242.94
	INVOICE: 5282272								
	VENDOR TOTALS		218,452.70 YTD INVOICED				442,938.70 YTD PAID		153,242.94
124266	PERKINSON III, JOHN ROBERT								
	87193	11/18/24		488536	P	11/15/24	10011500 42234	HAWTHORNE BUSINESS CONNEC	250.00
	INVOICE: 11182024								
	VENDOR TOTALS		250.00 YTD INVOICED				250.00 YTD PAID		250.00
								REPORT TOTALS	153,492.94

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	153,492.94

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City of Hawthorne, CA

PAID INVOICES REPORT

CHECK: C112224 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
124236	11969 HAWTHORNE LLC								
	87214	09/19/24	2559	488537	T	11/22/24	18110040 44804	STOREFRONT REOPEN BD REMO	9,600.00
	INVOICE: Will Ritter								
	VENDOR TOTALS	9,600.00 YTD INVOICED					9,600.00 YTD PAID		9,600.00
								REPORT TOTALS	9,600.00

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	1	9,600.00

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City of Hawthorne, CA

PAID INVOICES REPORT

CHECK: C112024 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
119713	ARTHUR J. GALLAGHER & CO.								
	87218	09/30/24	2557	488538	P	11/20/24	10000109 51956	OT REIMB-SPEC EVENTS-SOFI	66,495.38
	INVOICE: 5303306								
	VENDOR TOTALS		284,948.08 YTD INVOICED				509,434.08 YTD PAID		66,495.38
123817	VICTOR'S MARKET CO., INC.								
	87241	11/21/24	2492	488539	P	11/20/24	990 23019	OPERATION GOBBLE	988.89
	INVOICE: 313117								
	VENDOR TOTALS		988.89 YTD INVOICED				8,672.90 YTD PAID		988.89
								REPORT TOTALS	67,484.27

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	67,484.27

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City of Hawthorne, CA

PAID INVOICES REPORT

CHECK: DL112124 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
123239	CA DISBURSEMENT UNIT								
	87320	11/21/24		488540	P	11/21/24	960 21630	GARNISHMENTS LIABILITY	704.30
	INVOICE: 2024-25								
	VENDOR TOTALS		7,747.30 YTD INVOICED				26,059.10 YTD PAID		704.30
119637	CA SDU, STATE DISBURSEMENT UNIT								
	87315	11/21/24		488541	P	11/21/24	960 21630	GARNISHMENTS LIABILITY	258.46
	INVOICE: 2024-25								
	VENDOR TOTALS		2,843.06 YTD INVOICED				9,563.02 YTD PAID		258.46
119685	CA SDU, STATE DISBURSEMENT UNIT								
	87316	11/21/24		488542	P	11/21/24	960 21630	GARNISHMENTS LIABILITY	177.69
	INVOICE: 2024-25								
	VENDOR TOTALS		1,954.59 YTD INVOICED				6,574.53 YTD PAID		177.69
124099	CALIFORNIA STATE DISBURSEMENT UNIT								
	87317	11/21/24		488544	P	11/21/24	960 21600	ACCRUED WAGES PAYABLE	533.53
	INVOICE: 2024-25								
	VENDOR TOTALS		4,801.77 YTD INVOICED				4,801.77 YTD PAID		533.53
123708	CALIFORNIA STATE DISBURSEMENT UNIT								
	87324	11/21/24		488543	P	11/21/24	960 21630	GARNISHMENTS LIABILITY	126.00
	INVOICE: 2024-25								
	VENDOR TOTALS		1,386.00 YTD INVOICED				4,725.00 YTD PAID		126.00
124168	EMPLOYMENT DEVELOPMENT DEPT.								
	87327	11/21/24		488545	P	11/21/24	960 21630	GARNISHMENTS LIABILITY	89.18
	INVOICE: 2024-25								
	VENDOR TOTALS		535.08 YTD INVOICED				535.08 YTD PAID		89.18
122863	FRANCHISE TAX BOARD								
	87318	11/21/24		488548	P	11/21/24	960 21630	GARNISHMENTS LIABILITY	100.00
	INVOICE: 2024-25								
	VENDOR TOTALS		1,100.00 YTD INVOICED				3,700.00 YTD PAID		100.00
123629	FRANCHISE TAX BOARD								
	87323	11/21/24		488549	P	11/21/24	960 21630	GARNISHMENTS LIABILITY	150.00
	INVOICE: 2024-25								
	VENDOR TOTALS		1,650.00 YTD INVOICED				3,600.00 YTD PAID		150.00
121291	FRANCHISE TAX BOARD								
	87325	11/21/24		488546	P	11/21/24	960 21630	GARNISHMENTS LIABILITY	50.00
	INVOICE: 2024-25								

PAID INVOICES REPORT

CHECK: DL112124 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		550.00 YTD INVOICED				1,850.00 YTD PAID		50.00
122739	FRANCHISE TAX BOARD								
	87329	11/21/24		488547	P	11/21/24 960	21630	GARNISHMENTS LIABILITY	980.37
	INVOICE: 2024-25								
	VENDOR TOTALS		980.37 YTD INVOICED				8,604.40 YTD PAID		980.37
4	H.M.E.A.								
	87308	11/21/24		488550	P	11/21/24 960	21600	ACCRUED WAGES PAYABLE	2,240.00
	INVOICE: 2024-25								
	VENDOR TOTALS		24,640.00 YTD INVOICED				83,080.00 YTD PAID		2,240.00
99379	HAWTHORNE EXECUTIVE GROUP								
	87307	11/21/24		488551	P	11/21/24 960	21600	ACCRUED WAGES PAYABLE	440.00
	INVOICE: 2024-25								
	VENDOR TOTALS		4,040.00 YTD INVOICED				13,920.00 YTD PAID		440.00
3	HAWTHORNE POLICE OFFICERS ASSN								
	87310	11/21/24		488552	P	11/21/24 960	21600	ACCRUED WAGES PAYABLE	4,872.93
	INVOICE: 2024-25A								
	87311	11/21/24		488552	P	11/21/24 960	21600	ACCRUED WAGES PAYABLE	648.00
	INVOICE: 2024-25B								
	87313	11/21/24		488552	P	11/21/24 960	21600	ACCRUED WAGES PAYABLE	3,117.35
	INVOICE: 2024-25C								
	VENDOR TOTALS		94,285.48 YTD INVOICED				311,497.23 YTD PAID		8,638.28
123935	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT								
	87328	11/21/24		488553	P	11/21/24 960	21630	GARNISHMENTS LIABILITY	139.75
	INVOICE: 2024-25								
	VENDOR TOTALS		1,537.25 YTD INVOICED				2,515.50 YTD PAID		139.75
115178	PRE PAID LEGAL SERVICES, INC.								
	87314	11/21/24		488554	P	11/21/24 960	21640	ADDITIONAL INS LIABILITY	155.89
	INVOICE: 2024-25								
	VENDOR TOTALS		1,630.16 YTD INVOICED				5,664.46 YTD PAID		155.89
113121	TOTAL ADMINISTRATION SVCS CORP								
	87330	11/21/24		488555	P	11/21/24 960	21640	ADDITIONAL INS LIABILITY	341.53
	INVOICE: 2024-25A								
	87331	11/21/24		488555	P	11/21/24 960	21640	ADDITIONAL INS LIABILITY	2,726.37
	INVOICE: 2024-25B								
	VENDOR TOTALS		35,554.87 YTD INVOICED				127,512.71 YTD PAID		3,067.90

PAID INVOICES REPORT

CHECK: DL112124 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
103511	U.S. BANK PARS 6746022400, L.A. LOCKBOX 511649								
	87332	11/21/24		488556	P	11/21/24	960 20270	PARS LIABILITY	1,146.42
	INVOICE: 2024-25A								
	87335	11/21/24		488556	P	11/21/24	960 20270	PARS LIABILITY	286.60
	INVOICE: 2024-25B								
	VENDOR TOTALS		26,655.13 YTD INVOICED				92,453.87 YTD PAID		1,433.02
123240	VILLEGAS, ALBA								
	87321	11/21/24		488557	P	11/21/24	960 21630	GARNISHMENTS LIABILITY	115.38
	INVOICE: 2024-25								
	VENDOR TOTALS		1,269.18 YTD INVOICED				4,384.44 YTD PAID		115.38
								REPORT TOTALS	19,399.75

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	18	19,399.75

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PAID INVOICES REPORT

CHECK: UT121024 TO FISCAL 2025/06 07/01/2023 TO 06/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
115783	AT&T								
	82884	08/01/24		488558	P	12/10/24	10001222 43054	TELEPHONE	266.78
	INVOICE: AG9391026291								
	87413	09/01/24		488558	P	12/10/24	10001222 43054	TELEPHONE	264.62
	INVOICE: SP9391026291								
	87414	11/01/24		488558	P	12/10/24	10001222 43054	TELEPHONE	266.36
	INVOICE: NV9391026291								
	VENDOR TOTALS	28,235.26 YTD INVOICED					141,658.77 YTD PAID		797.76
17953	SO CALIF EDISON CO								
	87250	11/12/24		488559	P	12/10/24	10041050 45444	UTILITIES	16.62
	INVOICE: NV700382595225								
	87251	11/12/24		488559	P	12/10/24	10041050 45444	UTILITIES	8,989.80
	INVOICE: NV700415081232								
	87252	11/15/24		488559	P	12/10/24	20025000 45444	UTILITIES	15.82
	INVOICE: NV700474481507								
	87253	11/15/24		488559	P	12/10/24	20025000 45444	UTILITIES	114.53
	INVOICE: NV700474337421								
	87254	11/15/24		488559	P	12/10/24	60031030 45444	UTILITIES	1,652.70
	INVOICE: NV700415521772								
	87255	11/15/24		488559	P	12/10/24	20025000 45444	UTILITIES	75.70
	INVOICE: NV700133933301								
	87256	11/15/24		488559	P	12/10/24	10061010 45444	UTILITIES	170.45
	INVOICE: NV700415512274								
	87257	11/15/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	74.38
	INVOICE: NV700028571901								
	87258	11/15/24		488559	P	12/10/24	10061090 45444	UTILITIES	124.69
	INVOICE: NV700015713034								
	87259	11/15/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	29.85
	INVOICE: NV700415350812								
	87260	11/15/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	84.21
	INVOICE: NV700024150620								
	87261	11/15/24		488559	P	12/10/24	10041050 45444	UTILITIES	183.67
	INVOICE: NV700819800190								
	87262	11/15/24		488559	P	12/10/24	22041060 45444	UTILITIES	185.46
	INVOICE: NV700663728305								
	87263	11/15/24		488559	P	12/10/24	10061090 45444	UTILITIES	516.74
	INVOICE: NV700573925503								
	87264	11/15/24		488559	P	12/10/24	20025000 45444	UTILITIES	83.95
	INVOICE: NV700475567297								
	87265	11/12/24		488559	P	12/10/24	10041050 45444	UTILITIES	88.24
	INVOICE: NV700250749286								
	87266	11/15/24		488559	P	12/10/24	10041050 45444	UTILITIES	100.87
	INVOICE: NV700415178636								
	87267	11/15/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	179.16
	INVOICE: NV700415481861								
	87268	11/15/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	169.06
	INVOICE: NV700414014232								
	87269	11/15/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	113.99
	INVOICE: NV700170837555								

PAID INVOICES REPORT

CHECK: UT121024 TO FISCAL 2025/06 07/01/2023 TO 06/30/2026

VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
87270	11/12/24		488559	P	12/10/24	22041060 45444	UTILITIES	29.03
INVOICE: NV700413936329								
87271	11/12/24		488559	P	12/10/24	20025000 45444	UTILITIES	195.92
INVOICE: NV700390586409								
87272	11/12/24		488559	P	12/10/24	20025000 45444	UTILITIES	79.42
INVOICE: NV700242400216								
87273	11/12/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	99.13
INVOICE: NV700026722534								
87274	11/12/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	28.86
INVOICE: NV700415270885								
87275	11/12/24		488559	P	12/10/24	10041050 45444	UTILITIES	119.05
INVOICE: NV700415091942								
87276	11/12/24		488559	P	12/10/24	22041060 45444	UTILITIES	136.64
INVOICE: NV700415247344								
87277	11/12/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	208.67
INVOICE: NV400415056980								
87278	11/12/24		488559	P	12/10/24	22041060 45444	UTILITIES	77.60
INVOICE: NV700412390995								
87279	11/12/24		488559	P	12/10/24	20025000 45444	UTILITIES	107.93
INVOICE: NV700302504850								
87280	11/12/24		488559	P	12/10/24	10041050 45444	UTILITIES	199.32
INVOICE: NV700441426331								
87281	11/12/24		488559	P	12/10/24	20025000 45444	UTILITIES	183.87
INVOICE: NV700129840305								
87282	11/15/24		488559	P	12/10/24	10061010 45444	UTILITIES	3,258.65
INVOICE: NV700416586752								
87283	11/08/24		488559	P	12/10/24	10061090 45444	UTILITIES	3,404.07
INVOICE: NV700412378164								
87285	11/07/24		488559	P	12/10/24	10041050 45444	UTILITIES	24,438.72
INVOICE: NV700573101912								
87286	11/04/24		488559	P	12/10/24	22041060 45444	UTILITIES	54,492.81
INVOICE: NV700364879789								
87287	11/12/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	87.33
INVOICE: NV700415420833								
87288	11/12/24		488559	P	12/10/24	46447150 42024	BUILDING MAINTENANCE	76.79
INVOICE: NV700541319153								
87289	11/08/24		488559	P	12/10/24	10041050 45444	UTILITIES	187.65
INVOICE: NV700175276721								
87290	11/08/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	29.05
INVOICE: NV700413842460								
87291	11/08/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	199.27
INVOICE: NV700541268936								
87292	11/08/24		488559	P	12/10/24	20025000 45444	UTILITIES	18.45
INVOICE: NV700387810589								
87293	11/08/24		488559	P	12/10/24	22541060 45444	UTILITIES	145.39
INVOICE: NV700195687541								
87361	10/31/24		488559	P	12/10/24	20025000 45444	UTILITIES	99.83
INVOICE: OC700382576734								
87362	10/31/24		488559	P	12/10/24	20025000 45444	UTILITIES	155.57
INVOICE: OC700028707802								
87363	11/05/24		488559	P	12/10/24	20025000 45444	UTILITIES	205.32

PAID INVOICES REPORT

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VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: NV700413856406								
87364	11/05/24		488559	P	12/10/24	10061100 45444	UTILITIES	410.69
INVOICE: NV700413581065								
87365	11/05/24		488559	P	12/10/24	20025000 45444	UTILITIES	400.13
INVOICE: NV700599510261								
87366	11/05/24		488559	P	12/10/24	20025000 45444	UTILITIES	361.47
INVOICE: NV700415497120								
87367	11/05/24		488559	P	12/10/24	20025000 45444	UTILITIES	1,162.24
INVOICE: NV700415468525								
87368	11/05/24		488559	P	12/10/24	10041050 45444	UTILITIES	1,254.12
INVOICE: NV700412486177								
87369	11/05/24		488559	P	12/10/24	10061100 45444	UTILITIES	639.53
INVOICE: NV700415364047								
87370	11/05/24		488559	P	12/10/24	10041050 45444	UTILITIES	174.42
INVOICE: NV700413563584								
87396	11/18/24		488559	P	12/10/24	20025000 45444	UTILITIES	1,296.46
INVOICE: NV700525278787								
87397	11/18/24		488559	P	12/10/24	22041060 45444	UTILITIES	255.66
INVOICE: NV700654091757								
87398	11/18/24		488559	P	12/10/24	52035030 45444	UTILITIES	1,430.61
INVOICE: NV700362433975								
87399	11/18/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	71.25
INVOICE: NV700415229055								
87401	11/18/24		488559	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	167.73
INVOICE: NV700415456195								
87402	11/18/24		488559	P	12/10/24	20025000 45444	UTILITIES	96.23
INVOICE: NV700602968212								
87403	11/18/24		488559	P	12/10/24	46515730 45444	UTILITIES	61.78
INVOICE: NV700427237251								
87403	11/18/24		488559	P	12/10/24	46615731 45444	UTILITIES	46.76
INVOICE: NV700427237251								
VENDOR TOTALS	774,558.64 YTD INVOICED					2,601,155.80 YTD PAID		109,063.31
							REPORT TOTALS	109,861.07

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	109,861.07

** END OF REPORT - Generated by Shuntell Dixon **

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
118356	ABBOT INDUSTRIAL SUPPLIES INT'L INC.								
	87205	11/05/24		488580	T	12/10/24	100 13100	INVENTORY MATERIALS & SUP	4,339.44
	INVOICE: 55522								
	VENDOR TOTALS	9,069.17 YTD INVOICED					16,643.79 YTD PAID		4,339.44
114804	PROFESSIONAL POLICE SUPPLY								
	87219	11/16/24		488581	T	12/10/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	1,001.62
	INVOICE: INV424893								
	VENDOR TOTALS	14,076.33 YTD INVOICED					46,850.53 YTD PAID		1,001.62
114284	ADMINSURE INC.								
	87213	11/15/24	40	488582	T	12/10/24	25019010 45684	WORKERS COMPENSATION ADMI	7,960.00
	INVOICE: 17437								
	VENDOR TOTALS	39,800.00 YTD INVOICED					143,280.00 YTD PAID		7,960.00
112416	ALLIANCE DISTRIBUTION HOLDINGS INC.								
	87298	11/13/24		488560	P	12/10/24	10001221 42024	BUILDING MAINTENANCE	234.00
	INVOICE: I316480								
	VENDOR TOTALS	234.00 YTD INVOICED					763.38 YTD PAID		234.00
111720	AMAZING BALLOONS BY GEE, LLC.								
	88966	11/15/24		488583	T	12/10/24	10061050 41514	OPERATING SUPPLIES	326.34
	INVOICE: 2021-3087								
	VENDOR TOTALS	3,144.34 YTD INVOICED					5,082.08 YTD PAID		326.34
124196	AMBIENT ENVIRONMENTAL, INC.								
	89003	10/07/24		488584	T	12/10/24	33610010 44454	HVAC COMMUNITY CENTER	2,000.00
	INVOICE: 1550								
	VENDOR TOTALS	2,800.00 YTD INVOICED					2,800.00 YTD PAID		2,000.00
124258	AMERIFLOOD ENVIRONMENTAL, INC.								
	87418	10/31/24		488585	T	12/10/24	10041050 42024	BUILDING MAINTENANCE	525.00
	INVOICE: 24103101								
	87419	11/19/24		488585	T	12/10/24	10041050 42024	BUILDING MAINTENANCE	2,850.00
	INVOICE: 24111902								
	VENDOR TOTALS	3,375.00 YTD INVOICED					3,375.00 YTD PAID		3,375.00
123570	ANIMAL PEST MANAGMENT SERVICES, INC.								
	87161	10/31/24		488586	T	12/10/24	10061100 41514	OPERATING SUPPLIES	375.00
	INVOICE: 716602								
	VENDOR TOTALS	1,125.00 YTD INVOICED					2,250.00 YTD PAID		375.00
122831	BANDERA, DARIO A.								

PAID INVOICES REPORT

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	87393	10/28/24		488587	T	12/10/24	60031030 42064	PARTS	440.00
	INVOICE:	102325							
	87394	10/23/24		488587	T	12/10/24	60031030 42064	PARTS	600.00
	INVOICE:	102324							
	87400	10/28/24		488587	T	12/10/24	60031030 42064	PARTS	150.00
	INVOICE:	102824							
	VENDOR TOTALS		8,173.00 YTD INVOICED				11,073.00 YTD PAID		1,190.00
120909	BARLIN, ANTHONY								
	86944	10/24/24		488588	T	12/10/24	10001224 45124	EDUCATIONAL REIMBURSEMENT	1,836.00
	INVOICE:	EDUC. BCJ245							
	VENDOR TOTALS		5,159.69 YTD INVOICED				5,785.69 YTD PAID		1,836.00
105615	BAVCO BACKFLOW APPARATUS & VALVE CO INC								
	87412	11/13/24		488561	P	12/10/24	10061100 41514	OPERATING SUPPLIES	1,256.85
	INVOICE:	303900							
	VENDOR TOTALS		5,738.40 YTD INVOICED				10,007.36 YTD PAID		1,256.85
115405	BENGAR PRODUCTIONS								
	88965	11/05/24		488589	T	12/10/24	10061100 41614	UNIFORMS & SAFETY EQUIPME	160.00
	INVOICE:	7536							
	VENDOR TOTALS		5,047.00 YTD INVOICED				12,381.00 YTD PAID		160.00
124265	BINI CLUB								
	87168	12/22/23		488562	P	12/10/24	990 22100	REC & COMM SVC DONATIONS	1,000.00
	INVOICE:	REFUND 12/22/23							
	VENDOR TOTALS		1,000.00 YTD INVOICED				1,000.00 YTD PAID		1,000.00
108180	BOB BARKER COMPANY								
	88177	11/12/24		488590	T	12/10/24	10002220 41514	OPERATING SUPPLIES	3,241.48
	INVOICE:	INV2081007							
	VENDOR TOTALS		4,893.26 YTD INVOICED				8,420.08 YTD PAID		3,241.48
123556	BROWN, KELVIN JEROME								
	87158	11/08/24		488591	T	12/10/24	10061050 40264	CONTRACT LABOR SALARIES	2,240.00
	INVOICE:	11082024							
	VENDOR TOTALS		7,669.20 YTD INVOICED				25,351.90 YTD PAID		2,240.00
119005	C & S ENGINEERS, INC.								
	87209	11/06/24	2550	488592	T	12/10/24	52350050 40514	CONTRACT SERVICES	33,867.66
	INVOICE:	01128278							
	VENDOR TOTALS		35,062.66 YTD INVOICED				490,990.92 YTD PAID		33,867.66

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
122558	CARAHSOFT TECHNOLOGY CORP.								
	87384	11/14/24		488593	T	12/10/24	81044010 40514	CONTRACT SERVICES	14.99
	INVOICE: IN1823781								
	VENDOR TOTALS		74.95 YTD INVOICED				274.83 YTD PAID		14.99
121445	CENICEROS, JESUS								
	86947	10/30/24		488594	T	12/10/24	10001224 45124	EDUCATIONAL REIMBURSEMENT	750.00
	INVOICE: EDUC. LEPS 540								
	VENDOR TOTALS		1,540.00 YTD INVOICED				5,288.38 YTD PAID		750.00
105166	CITY OF INGLEWOOD								
	88912	11/05/24	2506	488563	P	12/10/24	28034000 45384	PARATRANSIT DIAL A RIDE	19,140.06
	INVOICE: July - Sept 2024								
	VENDOR TOTALS		19,140.06 YTD INVOICED				98,675.98 YTD PAID		19,140.06
121875	CITY OF TORRANCE								
	87228	11/14/24	8	488564	P	12/10/24	24402258 40514	CONTRACT SERVICES	3,679.94
	INVOICE: 2025-00150778								
	VENDOR TOTALS		189,330.45 YTD INVOICED				316,339.27 YTD PAID		3,679.94
116074	COMCATE SOFTWARE, INC.								
	86831	09/18/24	1997	488595	T	12/10/24	10042040 40514	CONTRACT SERVICES	9,334.25
	INVOICE: 8509								
	VENDOR TOTALS		9,334.25 YTD INVOICED				34,388.08 YTD PAID		9,334.25
106275	CONTINENTAL COMPUTERS								
	87089	11/08/24	2472	488596	T	12/10/24	10001222 47404	MACHINERY & EQUIPMENT	4,802.31
	INVOICE: 205065								
	VENDOR TOTALS		55,802.35 YTD INVOICED				195,933.50 YTD PAID		4,802.31
120978	CORODATA RECORDS MANAGEMENT, INC.								
	87103	10/31/24		488597	T	12/10/24	25019020 45064	SETTLEMENTS / JUDGEMENTS	70.09
	INVOICE: RS7045366								
	VENDOR TOTALS		278.26 YTD INVOICED				1,068.67 YTD PAID		70.09
121267	CREATIVE WIRELESS, INC.								
	87165	11/07/24	2445	488598	T	12/10/24	10001222 47404	MACHINERY & EQUIPMENT	1,880.63
	INVOICE: C1708912								
	87195	11/12/24	2445	488598	T	12/10/24	10001222 47404	MACHINERY & EQUIPMENT	1,040.63
	INVOICE: C1708925								
	VENDOR TOTALS		8,560.26 YTD INVOICED				104,667.32 YTD PAID		2,921.26
103355	CRENSHAW WHOLESALE ELECTRIC								

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	87350	03/05/24		488599	T	12/10/24	10061100 41514	OPERATING SUPPLIES	274.52
	INVOICE: 842720								
	87351	03/01/24		488599	T	12/10/24	10061100 41514	OPERATING SUPPLIES	88.09
	INVOICE: 3049085								
	VENDOR TOTALS	4,109.56 YTD INVOICED					6,693.96 YTD PAID		362.61
104971	DELL MARKETING LP								
	87210	11/14/24	2444	488600	T	12/10/24	10001222 40514	CONTRACT SERVICES	6,066.50
	INVOICE: 10782206597								
	87232	11/18/24	2444	488600	T	12/10/24	10001222 47404	MACHINERY & EQUIPMENT	29,462.60
	INVOICE: 10782790273								
	VENDOR TOTALS	84,286.88 YTD INVOICED					321,509.67 YTD PAID		35,529.10
123858	DK SANDLER BROTHERS								
	87206	10/30/24		488601	T	12/10/24	100 13100	INVENTORY MATERIALS & SUP	932.72
	INVOICE: 0251113-IN								
	VENDOR TOTALS	1,865.44 YTD INVOICED					4,548.39 YTD PAID		932.72
124079	DOJA, INC.								
	87208	11/12/24	2553	488602	T	12/10/24	32610050 40514	CONTRACT SERVICES	929,286.20
	INVOICE: 4 & 5								
	VENDOR TOTALS	1,421,101.20 YTD INVOICED					1,421,101.20 YTD PAID		929,286.20
122402	DRC ENGINEERING, INC.								
	87437	11/02/24		488603	T	12/10/24	10041020 40514	CONTRACT SERVICES	2,000.00
	INVOICE: 19-366-22								
	VENDOR TOTALS	6,505.69 YTD INVOICED					75,922.67 YTD PAID		2,000.00
6550	EDDINGS BROTHERS INC.								
	86960	08/21/24		488604	T	12/10/24	60031030 42064	PARTS	-18.00
	INVOICE: 930265								
	86961	08/27/24		488604	T	12/10/24	60031030 42064	PARTS	-49.78
	INVOICE: 930617								
	86962	09/04/24	33	488604	T	12/10/24	60031030 42064	PARTS	1,323.00
	INVOICE: 931089								
	86963	09/05/24	33	488604	T	12/10/24	60031030 42064	PARTS	34.71
	INVOICE: 931162								
	86967	09/11/24	33	488604	T	12/10/24	60031030 42064	PARTS	71.65
	INVOICE: 931553								
	86973	09/12/24	33	488604	T	12/10/24	60031030 42064	PARTS	68.58
	INVOICE: 931604								
	86977	09/17/24	33	488604	T	12/10/24	60031030 42064	PARTS	28.16
	INVOICE: 931856								
	86981	09/17/24	33	488604	T	12/10/24	60031030 42064	PARTS	33.06
	INVOICE: 931862								
	86985	09/18/24	33	488604	T	12/10/24	60031030 42064	PARTS	33.05

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 931956								
	86991	09/18/24	33	488604	T	12/10/24	60031030 42064	PARTS	50.48
	INVOICE: 931958								
	86996	09/18/24	33	488604	T	12/10/24	60031030 42064	PARTS	78.27
	INVOICE: 931974								
	86999	09/19/24	33	488604	T	12/10/24	60031030 42064	PARTS	33.06
	INVOICE: 932047								
	87071	10/03/24	33	488604	T	12/10/24	60031030 42064	PARTS	16.47
	INVOICE: 932864								
	87072	10/03/24	33	488604	T	12/10/24	60031030 42064	PARTS	47.62
	INVOICE: 932867								
	87073	10/04/24	33	488604	T	12/10/24	60031030 42064	PARTS	90.26
	INVOICE: 932947								
	87074	10/04/24	33	488604	T	12/10/24	60031030 42064	PARTS	31.94
	INVOICE: 933023								
	87076	10/17/24	33	488604	T	12/10/24	60031030 42064	PARTS	21.71
	INVOICE: 933722								
	87077	10/24/24	33	488604	T	12/10/24	60031030 42064	PARTS	48.17
	INVOICE: 934091								
	87078	10/24/24	33	488604	T	12/10/24	60031030 42064	PARTS	1,587.47
	INVOICE: 934099								
	VENDOR TOTALS	9,715.03 YTD INVOICED					29,767.13 YTD PAID		3,529.88
123427	EFI GLOBAL, INC.								
	87202	12/15/23		488605	T	12/10/24	10013010 40514	CONTRACT SERVICES	2,700.00
	INVOICE: 400000238822								
	VENDOR TOTALS	2,700.00 YTD INVOICED					5,400.00 YTD PAID		2,700.00
124272	ERAZO, DELMY								
	87404	08/29/23		488565	P	12/10/24	10000109 51974	PLAN CHECK & SITE INSPEC	480.00
	INVOICE: 9386								
	87405	08/29/23		488565	P	12/10/24	10000109 51974	PLAN CHECK & SITE INSPEC	145.95
	INVOICE: 9372								
	87406	08/29/23		488565	P	12/10/24	10000109 51974	PLAN CHECK & SITE INSPEC	120.00
	INVOICE: 8844								
	VENDOR TOTALS	745.95 YTD INVOICED					745.95 YTD PAID		745.95
124275	ESFANDI, MANOUCHEHR D.								
	87435	10/23/24		488606	T	12/10/24	10041010 45584	HEALTH AND WELLNESS	500.00
	INVOICE: 1								
	VENDOR TOTALS	500.00 YTD INVOICED					500.00 YTD PAID		500.00
94292	FEDERAL EXPRESS								
	87440	10/25/24		488566	P	12/10/24	10021010 41514	OPERATING SUPPLIES	31.16
	INVOICE: 8-662-10598								
	88174	11/01/24		488566	P	12/10/24	10021010 41514	OPERATING SUPPLIES	31.77
	INVOICE: 8-669-47253								

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	88174	11/01/24		488566	P	12/10/24	10001218 41514	OPERATING SUPPLIES	17.80
	INVOICE: 8-669-47253								
	88175	11/15/24		488566	P	12/10/24	10001218 41514	OPERATING SUPPLIES	250.97
	INVOICE: 8-683-51718								
	VENDOR TOTALS	1,167.62 YTD INVOICED					2,273.01 YTD PAID		331.70
122403	FRANCO, GERMAN								
	89006	09/30/24		488567	P	12/10/24	10041010 45584	HEALTH AND WELLNESS	198.00
	INVOICE: 1								
	VENDOR TOTALS	198.00 YTD INVOICED					198.00 YTD PAID		198.00
124197	BARRIOS, MARIA								
	87124	11/05/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26076								
	87126	11/05/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26074								
	87129	11/05/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26070								
	87130	11/04/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26061								
	87133	11/04/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26060								
	87134	11/04/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26057								
	87136	11/04/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26058								
	87140	11/04/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26059								
	87147	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26087								
	87148	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26080								
	87171	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26081								
	87173	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26091								
	87175	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26088								
	87176	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26072								
	87177	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26082								
	87182	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26089								
	87183	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26084								
	87184	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26085								
	87186	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 26092								
	87188	11/06/24		488607	T	12/10/24	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 26079								
	VENDOR TOTALS		1,050.00 YTD INVOICED				1,050.00 YTD PAID		1,000.00
98543	G & S PRINTING								
	87338	11/20/24		488608	T	12/10/24	10013010 41514	OPERATING SUPPLIES	57.33
	INVOICE: 8746								
	VENDOR TOTALS		3,088.10 YTD INVOICED				8,980.62 YTD PAID		57.33
124124	GARCIA, ALEJANDRA YANEZ								
	87157	11/08/24		488609	T	12/10/24	10061050 40264	CONTRACT LABOR SALARIES	1,209.60
	INVOICE: 110824								
	VENDOR TOTALS		4,306.40 YTD INVOICED				4,306.40 YTD PAID		1,209.60
124263	GARCIA, MANUEL FLORES								
	87386	11/18/24		488610	T	12/10/24	81044010 45584	HEALTH AND WELLNESS	339.96
	INVOICE: 1121								
	VENDOR TOTALS		339.96 YTD INVOICED				339.96 YTD PAID		339.96
119531	GOMEZ, JOSE								
	87230	10/30/24		488611	T	12/10/24	10001224 45124	EDUCATIONAL REIMBURSEMENT	2,295.00
	INVOICE: EDUC. BCJ 210								
	VENDOR TOTALS		2,295.00 YTD INVOICED				2,295.00 YTD PAID		2,295.00
97578	GRAINGER INDUSTRIAL SUPPLY								
	87163	10/10/24		488612	T	12/10/24	10061100 41404	MATERIALS, SUPPLIES & OTH	114.82
	INVOICE: 9277089430								
	87164	10/11/24		488612	T	12/10/24	10061100 41404	MATERIALS, SUPPLIES & OTH	22.13
	INVOICE: 9278414892								
	VENDOR TOTALS		7,659.00 YTD INVOICED				32,249.88 YTD PAID		136.95
123216	HARBOR VIEW TOURS, INC.								
	87303	11/10/24		488613	T	12/10/24	28034000 44614	RECREATIONAL TRANSIT	1,040.00
	INVOICE: 187								
	VENDOR TOTALS		4,190.00 YTD INVOICED				7,065.00 YTD PAID		1,040.00
8950	HAWTHORNE HARDWARE								
	87348	11/12/24		488614	T	12/10/24	10061100 42014	REPAIR & MAINTENANCE SUPP	5.38
	INVOICE: 446927								
	87349	11/12/24		488614	T	12/10/24	10061100 42014	REPAIR & MAINTENANCE SUPP	2.18
	INVOICE: 446929								
	87434	10/25/24		488614	T	12/10/24	60031030 42064	PARTS	33.33
	INVOICE: 446709								

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	VENDOR TOTALS		210.10 YTD INVOICED				868.14 YTD PAID		40.89
105919	HERALD PUBLICATIONS								
	87093	11/07/24		488615	T	12/10/24	10042010 43024	LEGAL ADVERTISING	90.00
	INVOICE: 62195								
	VENDOR TOTALS		9,030.00 YTD INVOICED				36,795.00 YTD PAID		90.00
121719	HIGH-TECH TRANSMISSION PARTS								
	87118	09/23/24	2544	488616	T	12/10/24	60031030 42064	PARTS	5,520.91
	INVOICE: 218051								
	VENDOR TOTALS		12,484.11 YTD INVOICED				31,343.08 YTD PAID		5,520.91
121861	HINDERLITER, DE LLAMAS & ASSOC								
	87242	11/19/24	1729	488617	T	12/10/24	10016010 40514	CONTRACT SERVICES	5,644.51
	INVOICE: SIN044453								
	VENDOR TOTALS		42,364.16 YTD INVOICED				173,031.15 YTD PAID		5,644.51
122397	HOUSE OF TROPHIES & AWARDS INC.								
	88967	11/06/24		488618	T	12/10/24	10061050 41514	OPERATING SUPPLIES	621.96
	INVOICE: 37793								
	VENDOR TOTALS		2,004.95 YTD INVOICED				7,369.90 YTD PAID		621.96
124271	HUSEBY GLOBAL LITIGATION								
	87309	11/12/24		488619	T	12/10/24	10015010 41574	LAW & REFERENCE LIBRARY	1,330.60
	INVOICE: 40094203								
	87312	11/13/24		488619	T	12/10/24	10015010 41574	LAW & REFERENCE LIBRARY	616.00
	INVOICE: 40094456								
	89010	11/26/24		488619	T	12/10/24	10015010 41574	LAW & REFERENCE LIBRARY	770.00
	INVOICE: 40097006								
	VENDOR TOTALS		2,716.60 YTD INVOICED				2,716.60 YTD PAID		2,716.60
10650	IMPERIAL GRAPHICS								
	87220	11/12/24		488620	T	12/10/24	10001218 41514	OPERATING SUPPLIES	1,406.36
	INVOICE: 7448								
	VENDOR TOTALS		1,406.36 YTD INVOICED				2,192.09 YTD PAID		1,406.36
124191	JENKS, MICHAEL								
	87229	11/06/24		488621	T	12/10/24	10001224 45124	EDUCATIONAL REIMBURSEMENT	459.00
	INVOICE: EDUC. BCJ355								
	VENDOR TOTALS		2,754.00 YTD INVOICED				2,754.00 YTD PAID		459.00
122750	JLEE ENGINEERING, INC.								
	87389	08/12/24	2563	488622	T	12/10/24	10043020 40514	CONTRACT SERVICES	7,350.00

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	INVOICE: 20240707								
	87390	08/19/24	2563	488622	T	12/10/24	10043020 40514	CONTRACT SERVICES	8,190.00
	INVOICE: 20240708REV								
	87391	08/12/24	2563	488622	T	12/10/24	10043020 40514	CONTRACT SERVICES	16,102.96
	INVOICE: 20240709								
	87392	09/04/24	2563	488622	T	12/10/24	10043020 40514	CONTRACT SERVICES	5,670.00
	INVOICE: 20240808								
	87395	09/04/24	2563	488622	T	12/10/24	10043020 40514	CONTRACT SERVICES	6,563.48
	INVOICE: 20240809								
	87407	10/02/24	2563	488622	T	12/10/24	10043020 40514	CONTRACT SERVICES	14,309.29
	INVOICE: 20240909								
	87408	10/02/24	2563	488622	T	12/10/24	10043020 40514	CONTRACT SERVICES	89,234.40
	INVOICE: 20240906								
	87410	10/02/24	2563	488622	T	12/10/24	10043020 40514	CONTRACT SERVICES	7,560.00
	INVOICE: 20240907								
	87411	10/02/24	2563	488622	T	12/10/24	10043020 40514	CONTRACT SERVICES	8,820.00
	INVOICE: 20240908								
	VENDOR TOTALS	412,237.19 YTD INVOICED					809,954.65 YTD PAID		163,800.13
122781	JOHNSON 225 INVESTIGATIONS								
	87223	11/13/24	15	488623	T	12/10/24	10021010 40514	CONTRACT SERVICES	1,700.00
	INVOICE: 1100								
	VENDOR TOTALS	12,180.00 YTD INVOICED					85,830.00 YTD PAID		1,700.00
107673	KANG, TOMMY								
	86942	10/30/24		488624	T	12/10/24	10001224 45124	EDUCATIONAL REIMBURSEMENT	459.00
	INVOICE: EDUC. BAM 303								
	VENDOR TOTALS	459.00 YTD INVOICED					459.00 YTD PAID		459.00
123456	KIMLEY-HORN AND ASSOCIATES, INC.								
	87198	10/31/24		488625	T	12/10/24	990 23200	PL. DEV. - WOW MEDIA	4,024.49
	INVOICE: 298800848								
	87207	09/30/24	2554	488625	T	12/10/24	29550100 40514	CONTRACT SERVICES	33,675.00
	INVOICE: 29596807								
	VENDOR TOTALS	79,739.17 YTD INVOICED					300,160.11 YTD PAID		37,699.49
12317	CES HOLDINGS, LLC.								
	87337	10/22/24	2562	488626	T	12/10/24	10061090 42124	SWIM POOL MAINTENANCE	45,425.24
	INVOICE: 231431								
	VENDOR TOTALS	49,744.21 YTD INVOICED					55,253.16 YTD PAID		45,425.24
109121	KONE INC.								
	87415	11/01/24		488627	T	12/10/24	10041050 42014	REPAIR & MAINTENANCE SUPP	738.55
	INVOICE: 871511699								

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	VENDOR TOTALS	3,635.93 YTD INVOICED				12,106.17 YTD PAID			738.55
110224	KRAUSE II, DONALD G.								
	87215	10/02/24		488628	T	12/10/24	10041010 45584	HEALTH AND WELLNESS	500.00
	INVOICE: 1								
	VENDOR TOTALS	500.00 YTD INVOICED				500.00 YTD PAID			500.00
121387	KWON, HEECHEOL								
	87191	10/25/24		488629	T	12/10/24	22541060 40514	CONTRACT SERVICES	1,050.00
	INVOICE: 2024-6								
	VENDOR TOTALS	5,110.00 YTD INVOICED				7,280.00 YTD PAID			1,050.00
13750	L A COUNTY								
	87185	09/26/24	2548	488568	P	12/10/24	28402418 40514	CONTRACT SERVICES	270.71
	INVOICE: IN250000210								
	87189	09/26/24	2548	488568	P	12/10/24	28402418 40514	CONTRACT SERVICES	757.99
	INVOICE: IN250000222								
	87190	10/10/24	2548	488568	P	12/10/24	28402418 40514	CONTRACT SERVICES	5,078.50
	INVOICE: IN250000230								
	88990	10/29/24	2570	488568	P	12/10/24	29102464 40514	CONTRACT SERVICES	18,564.89
	INVOICE: SA250000195								
	VENDOR TOTALS	106,521.24 YTD INVOICED				781,736.83 YTD PAID			24,672.09
113320	LA COUNTY OF PUBLIC WORKS								
	87174	10/07/24	2549	488569	P	12/10/24	29102462 40514	CONTRACT SERVICES	1,041.35
	INVOICE: RE-PW-24100701797								
	87178	10/07/24	2549	488569	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	294.45
	INVOICE: RE-PW-24100701796								
	87179	10/07/24	2549	488569	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	1,126.77
	INVOICE: RE-PW-24100702135								
	87180	10/07/24	2549	488569	P	12/10/24	22041060 42104	SIGNAL MAINTENANCE	23,497.25
	INVOICE: RE-PW-24100702076								
	87181	10/07/24	2549	488569	P	12/10/24	29102462 40514	CONTRACT SERVICES	1,029.72
	INVOICE: RE-PW-24100701788								
	VENDOR TOTALS	31,002.28 YTD INVOICED				369,971.81 YTD PAID			26,989.54
123749	JOHN LABIB STRUCTURAL ENGINEERS, LLP								
	87139	10/08/24		488630	T	12/10/24	10043020 40514	CONTRACT SERVICES	390.62
	INVOICE: LFA62015								
	87146	10/08/24		488630	T	12/10/24	10043020 40514	CONTRACT SERVICES	423.35
	INVOICE: LFA62016								
	87150	10/08/24		488630	T	12/10/24	10043020 40514	CONTRACT SERVICES	501.58
	INVOICE: LFA62017								
	87151	10/08/24		488630	T	12/10/24	10043020 40514	CONTRACT SERVICES	225.80
	INVOICE: LFA62018								
	87152	10/08/24		488630	T	12/10/24	10043020 40514	CONTRACT SERVICES	592.62

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	INVOICE: LFA62019								
	87155	10/08/24		488630	T	12/10/24	10043020 40514	CONTRACT SERVICES	341.53
	INVOICE: LFA62020								
	87156	10/23/24		488630	T	12/10/24	10043020 40514	CONTRACT SERVICES	390.62
	INVOICE: LFA62595								
	87160	10/23/24		488630	T	12/10/24	10043020 40514	CONTRACT SERVICES	242.46
	INVOICE: LFA62596								
	VENDOR TOTALS		30,832.41 YTD INVOICED				442,598.66 YTD PAID		3,108.58
116247	LAMB, THEODORE								
	87417	11/30/24		488631	T	12/10/24	10015020 40514	CONTRACT SERVICES	2,520.00
	INVOICE: 11/30/2024								
	VENDOR TOTALS		12,600.00 YTD INVOICED				44,160.00 YTD PAID		2,520.00
122756	LARA, JOSE G.								
	88176	10/18/24		488632	T	12/10/24	46447150 42024	BUILDING MAINTENANCE	226.06
	INVOICE: 90								
	VENDOR TOTALS		806.01 YTD INVOICED				22,203.92 YTD PAID		226.06
104175	LDM ASSOCIATES, INC.								
	87421	11/11/24	2450	488633	T	12/10/24	72748420 40514	CONTRACT SERVICES	55.00
	INVOICE: 8438								
	87422	11/11/24	2450	488633	T	12/10/24	72748420 40514	CONTRACT SERVICES	55.00
	INVOICE: 8437								
	87423	11/11/24	2450	488633	T	12/10/24	72748420 40514	CONTRACT SERVICES	55.00
	INVOICE: 8436								
	87424	11/11/24	2450	488633	T	12/10/24	72748420 40514	CONTRACT SERVICES	55.00
	INVOICE: 8435								
	87425	11/11/24	2450	488633	T	12/10/24	72748420 40514	CONTRACT SERVICES	55.00
	INVOICE: 8434								
	87426	11/11/24	2450	488633	T	12/10/24	72748420 40514	CONTRACT SERVICES	3,651.00
	INVOICE: 8433								
	87428	11/11/24	2450	488633	T	12/10/24	72748420 45394	COMMERCIAL FACADE IMPROVE	4,362.50
	INVOICE: 8432								
	87429	11/11/24	2450	488633	T	12/10/24	78480010 40514	CONTRACT SERVICES	250.88
	INVOICE: 8431								
	87430	11/11/24	2450	488633	T	12/10/24	72748010 40514	CONTRACT SERVICES	974.88
	INVOICE: 8430								
	87438	11/11/24		488633	T	12/10/24	29102464 40514	CONTRACT SERVICES	85.88
	INVOICE: 8439								
	88179	11/11/24	2450	488633	T	12/10/24	49470010 40514	CONTRACT SERVICES	1,140.00
	INVOICE: 8429								
	88182	11/11/24	2450	488633	T	12/10/24	72748010 40514	CONTRACT SERVICES	8,128.88
	INVOICE: 8428								
	VENDOR TOTALS		101,964.42 YTD INVOICED				488,936.38 YTD PAID		18,869.02
101286	SCP DISTRIBUTORS LLC								

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	87302	11/14/24		488634	T	12/10/24	10061090 45754	SWIM POOL CHEMICALS	824.19
	INVOICE: D8873712								
	VENDOR TOTALS		27,031.55 YTD INVOICED				91,846.75 YTD PAID		824.19
105143	LOS ANGELES COUNTY								
	88176	11/25/24		488570	P	12/10/24	10001230 40514	CONTRACT SERVICES	513.75
	INVOICE: October 2024								
	VENDOR TOTALS		6,272.60 YTD INVOICED				17,471.12 YTD PAID		513.75
111966	MARTINEZ LANDSCAPING CO.								
	87231	11/12/24	2556	488571	P	12/10/24	22041060 45404	STREET CONSTRUCTION	200,000.00
	INVOICE: 1								
	87231	11/12/24	2556	488571	P	12/10/24	22506408 45744	SB 821 EXPENSES	88,000.00
	INVOICE: 1								
	87231	11/12/24	2556	488571	P	12/10/24	28302417 47734	PUBLIC WORKS PROJECTS	300,000.00
	INVOICE: 1								
	87231	11/12/24	2556	488571	P	12/10/24	28402418 47734	PUBLIC WORKS PROJECTS	100,879.63
	INVOICE: 1								
	87231	11/12/24	2556	488571	P	12/10/24	28534000 44504	PROP C IMPROVEMENTS	250,000.00
	INVOICE: 1								
	VENDOR TOTALS		1,058,282.63 YTD INVOICED				4,531,163.84 YTD PAID		938,879.63
14500	MARX BROTHERS FIRE								
	88964	10/22/24		488572	P	12/10/24	10061120 41514	OPERATING SUPPLIES	344.87
	INVOICE: P31631								
	VENDOR TOTALS		544.87 YTD INVOICED				1,149.87 YTD PAID		344.87
124238	MEJIA, ANTHONY GABRIEL								
	88970	10/19/24		488635	T	12/10/24	10061050 40264	CONTRACT LABOR SALARIES	468.00
	INVOICE: 10192024								
	VENDOR TOTALS		858.00 YTD INVOICED				858.00 YTD PAID		468.00
124268	MENDOZA, DAVID A								
	87224	11/12/24		488636	T	12/10/24	10016010 45584	HEALTH AND WELLNESS	59.85
	INVOICE: Wellness-DM								
	VENDOR TOTALS		59.85 YTD INVOICED				59.85 YTD PAID		59.85
124224	MGT IMPACT SOLUTIONS, LLC.								
	87211	10/08/24		488637	T	12/10/24	10016010 40514	CONTRACT SERVICES	1,575.00
	INVOICE: 60610								
	VENDOR TOTALS		1,575.00 YTD INVOICED				1,575.00 YTD PAID		1,575.00
123575	MISSION LINEN SUPPLY								
	87159	11/11/24		488638	T	12/10/24	10061070 41514	OPERATING SUPPLIES	80.21

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	INVOICE: 522740887								
	87301	11/18/24		488638	T	12/10/24	10061070 41514	OPERATING SUPPLIES	72.16
	INVOICE: 522784756								
	VENDOR TOTALS		1,603.09 YTD INVOICED				5,922.25 YTD PAID		152.37
124242	MOZO, KEVIN								
	88972	10/19/24		488639	T	12/10/24	10061050 40264	CONTRACT LABOR SALARIES	468.00
	INVOICE: 10192024								
	VENDOR TOTALS		702.00 YTD INVOICED				702.00 YTD PAID		468.00
123509	N.J.P. SPORTS INC.								
	86625	10/22/24		488640	T	12/10/24	10061090 42124	SWIM POOL MAINTENANCE	1,578.30
	INVOICE: 151358								
	VENDOR TOTALS		1,578.30 YTD INVOICED				2,193.30 YTD PAID		1,578.30
123857	NASTEC INTERNATIONAL INC.								
	88184	11/20/24	1991	488641	T	12/10/24	10002229 40514	CONTRACT SERVICES	5,200.00
	INVOICE: 9907								
	VENDOR TOTALS		49,502.38 YTD INVOICED				74,252.38 YTD PAID		5,200.00
124264	NELSON, DANIELLE								
	87166	08/25/24		488573	P	12/10/24	10000109 51929	RECREATION CLASSES	42.50
	INVOICE: REFUND 08/25/24								
	VENDOR TOTALS		42.50 YTD INVOICED				42.50 YTD PAID		42.50
120965	NEW LOOK AUTO DETAIL								
	87075	10/17/24	24	488642	T	12/10/24	60031030 40514	CONTRACT SERVICES	917.90
	INVOICE: 933704								
	VENDOR TOTALS		20,692.90 YTD INVOICED				89,177.90 YTD PAID		917.90
123565	NORTH STAR LAND CARE								
	87200	08/31/24	2504	488643	T	12/10/24	10061110 41514	OPERATING SUPPLIES	46,464.00
	INVOICE: 1601-896								
	VENDOR TOTALS		167,596.00 YTD INVOICED				491,083.00 YTD PAID		46,464.00
116422	OCCU-MED, LTD.								
	87066	08/30/24		488644	T	12/10/24	10017010 45324	PHYSICAL EXAMINATIONS	727.00
	INVOICE: 0924111.1								
	87115	10/31/24		488644	T	12/10/24	10017010 45324	PHYSICAL EXAMINATIONS	916.25
	INVOICE: 1124111.1								
	VENDOR TOTALS		3,769.50 YTD INVOICED				42,297.80 YTD PAID		1,643.25
123279	ODP BUSINESS SOLUTIONS, LLC								

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	87249	10/14/24		488645	T	12/10/24	10043010 41514	OPERATING SUPPLIES	73.02
	INVOICE:	389888814001							
	88189	11/19/24		488645	T	12/10/24	10017010 41514	OPERATING SUPPLIES	27.35
	INVOICE:	395790428001							
	88190	11/18/24		488645	T	12/10/24	10017010 41514	OPERATING SUPPLIES	230.06
	INVOICE:	395788639001							
	89001	11/12/24		488645	T	12/10/24	25019010 41514	OPERATING SUPPLIES	89.05
	INVOICE:	396276367001							
	89002	11/13/24		488645	T	12/10/24	25019010 41514	OPERATING SUPPLIES	36.65
	INVOICE:	396275524001							
	VENDOR TOTALS		6,327.63 YTD INVOICED				40,667.70 YTD PAID		456.13
123925	OFFICEUNTITLED, INC.								
	87169	10/14/24		488646	T	12/10/24	50410040 40514	CONTRACT SERVICES	4,050.00
	INVOICE:	4257							
	87359	10/14/24	2560	488646	T	12/10/24	50410030 40514	CONTRACT SERVICES	106,723.77
	INVOICE:	4259							
	87360	10/14/24	2561	488646	T	12/10/24	50410010 40514	CONTRACT SERVICES	47,740.00
	INVOICE:	4258							
	88911	11/15/24	2566	488646	T	12/10/24	50410040 40514	CONTRACT SERVICES	10,800.00
	INVOICE:	4300							
	88992	11/15/24	2568	488646	T	12/10/24	50410010 40514	CONTRACT SERVICES	32,880.00
	INVOICE:	4301							
	88993	11/15/24	2571	488646	T	12/10/24	50410030 40514	CONTRACT SERVICES	117,197.66
	INVOICE:	4299							
	VENDOR TOTALS		931,312.66 YTD INVOICED				1,785,275.88 YTD PAID		319,391.43
114149	PEDROZA, RAYMUNDO								
	87239	09/02/24		488574	P	12/10/24	10041010 45584	HEALTH AND WELLNESS	500.00
	INVOICE:	09022024							
	VENDOR TOTALS		500.00 YTD INVOICED				500.00 YTD PAID		500.00
124255	PLL LIMITED PARTNERSHIP								
	87212	02/05/24		488575	P	12/10/24	10000101 51114	BUSINESS LICENSE TAXES	15.00
	INVOICE:	REQ#2000-114912							
	VENDOR TOTALS		45.00 YTD INVOICED				45.00 YTD PAID		15.00
122933	PPT HOLDINGS I, LLC								
	87194	11/14/24	2521	488647	T	12/10/24	10001222 40514	CONTRACT SERVICES	7,994.64
	INVOICE:	PUSA10090161488							
	87194	11/14/24	2521	488647	T	12/10/24	10001222 40644	PUBLIC SAFETY INFO SRVCE	6,470.04
	INVOICE:	PUSA10090161488							
	87194	11/14/24	2521	488647	T	12/10/24	10001222 47404	MACHINERY & EQUIPMENT	8,137.08
	INVOICE:	PUSA10090161488							
	VENDOR TOTALS		22,601.76 YTD INVOICED				35,456.52 YTD PAID		22,601.76

PAID INVOICES REPORT

CHECK: C121024 TO FISCAL 2025/06 07/01/2023 TO 06/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
124269	PRASAD, KARTHIK G								
	87284	11/20/24		488576	P	12/10/24	10000103 51327	FILM PERMITS	1,650.00
	INVOICE: filming refund								
	VENDOR TOTALS	1,650.00 YTD INVOICED					1,650.00 YTD PAID		1,650.00
119033	PRINTWEAR SALES COMPANY								
	87296	10/24/24		488648	T	12/10/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	815.29
	INVOICE: 10244								
	87297	12/06/23		488648	T	12/10/24	10001224 41614	UNIFORMS & SAFETY EQUIPME	383.78
	INVOICE: 10036								
	VENDOR TOTALS	3,412.88 YTD INVOICED					6,100.29 YTD PAID		1,199.07
118908	PSYCHOLOGICAL CONSULTING ASSOC, INC.								
	88188	11/21/24	994	488649	T	12/10/24	10021010 40514	CONTRACT SERVICES	289.00
	INVOICE: 900179_Therapy								
	VENDOR TOTALS	5,057.50 YTD INVOICED					8,860.75 YTD PAID		289.00
115207	QUALITY REFRIGERATION CO., INC.								
	87300	11/19/24		488650	T	12/10/24	10001221 42024	BUILDING MAINTENANCE	930.00
	INVOICE: 108376.-IN								
	VENDOR TOTALS	2,670.66 YTD INVOICED					11,897.23 YTD PAID		930.00
123751	RAY, BRITTNY								
	87299	10/31/24		488651	T	12/10/24	10021010 45584	HEALTH AND WELLNESS	500.00
	INVOICE: REIMB. 10/21/2024								
	VENDOR TOTALS	611.06 YTD INVOICED					710.23 YTD PAID		500.00
115978	RED WING								
	87172	11/13/24		488652	T	12/10/24	52035030 41614	UNIFORMS & SAFETY EQUIPME	197.09
	INVOICE: 11-1-155483								
	VENDOR TOTALS	2,631.70 YTD INVOICED					4,116.45 YTD PAID		197.09
123234	REECE SUPPLY, LLC								
	88975	11/12/24		488653	T	12/10/24	10061100 41514	OPERATING SUPPLIES	9.73
	INVOICE: S119450659.001								
	VENDOR TOTALS	2,354.43 YTD INVOICED					9,726.05 YTD PAID		9.73
115776	REPUBLIC SERVICES								
	87162	09/30/24		488654	T	12/10/24	10061120 40514	CONTRACT SERVICES	128.79
	INVOICE: 0902-012838666								
	88995	10/31/24		488654	T	12/10/24	46447150 45444	UTILITIES	36.30
	INVOICE: 0902-012918336								
	88996	10/31/24		488654	T	12/10/24	46447150 45444	UTILITIES	252.54
	INVOICE: 0902-0129818335								

PAID INVOICES REPORT

CHECK: C121024 TO FISCAL 2025/06 07/01/2023 TO 06/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	88997	10/31/24		488654	T	12/10/24	46615731 45444	UTILITIES	688.07
	INVOICE:	0902-012906625							
	88998	10/31/24		488654	T	12/10/24	46715732 45444	UTILITIES	409.83
	INVOICE:	0902-012908007							
	88999	10/31/24		488654	T	12/10/24	46515730 45444	UTILITIES	537.83
	INVOICE:	0902-012906624							
	VENDOR TOTALS	9,527.35 YTD INVOICED					137,155.09 YTD PAID		2,053.36
98822	RICHARDS, WATSON & GERSHON								
	87372	11/20/24	66	488655	T	12/10/24	10015010 40514	CONTRACT SERVICES	1,693.20
	INVOICE:	250411							
	87373	11/20/24	66	488655	T	12/10/24	10015010 40514	CONTRACT SERVICES	395.20
	INVOICE:	250412							
	87374	11/20/24	66	488655	T	12/10/24	10015010 40514	CONTRACT SERVICES	342.00
	INVOICE:	250413							
	87376	11/20/24	66	488655	T	12/10/24	10015010 40514	CONTRACT SERVICES	12,845.20
	INVOICE:	250414							
	87377	11/20/24	66	488655	T	12/10/24	10015010 40514	CONTRACT SERVICES	15,314.00
	INVOICE:	250415							
	87378	11/20/24	66	488655	T	12/10/24	10015010 40514	CONTRACT SERVICES	8,823.00
	INVOICE:	250416							
	VENDOR TOTALS	113,492.62 YTD INVOICED					615,430.45 YTD PAID		39,412.60
112919	RICOH USA, INC.								
	87226	08/14/24		488656	T	12/10/24	10001222 40614	CITY PRINT SERVICES	188.71
	INVOICE:	1101237904							
	87227	09/17/24		488656	T	12/10/24	10001218 41514	OPERATING SUPPLIES	113.00
	INVOICE:	1101521628							
	88180	11/15/24		488656	T	12/10/24	10001222 40614	CITY PRINT SERVICES	349.36
	INVOICE:	29928849							
	88183	11/21/24		488656	T	12/10/24	52035030 41154	COPIER PRINT SERVICES	19.39
	INVOICE:	5070517531							
	VENDOR TOTALS	15,149.15 YTD INVOICED					144,457.53 YTD PAID		670.46
17081	RIO HONDO COMMUNITY COLLEGE DISTRICT								
	87225	10/22/24		488657	T	12/10/24	10001224 45184	TRAINING	125.00
	INVOICE:	F24-103-ZHAW							
	VENDOR TOTALS	125.00 YTD INVOICED					125.00 YTD PAID		125.00
124063	ROBERTSON INDUSTRIES, INC.								
	88961	07/28/24		488577	P	12/10/24	10061100 42014	REPAIR & MAINTENANCE SUPP	1,498.30
	INVOICE:	PJI-015976							
	VENDOR TOTALS	1,498.30 YTD INVOICED					1,498.30 YTD PAID		1,498.30
124239	SANCHEZ, STEPHANIE								
	88974	10/19/24		488658	T	12/10/24	10061050 40264	CONTRACT LABOR SALARIES	624.00

PAID INVOICES REPORT

CHECK: C121024 TO FISCAL 2025/06 07/01/2023 TO 06/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 10192024								
	VENDOR TOTALS	1,092.00 YTD INVOICED		1,092.00 YTD PAID					624.00
124270	SANCHO, DANIELLE								
	87433	11/12/24		488659	T	12/10/24	25019020	45064 SETTLEMENTS / JUDGEMENTS	298.50
	INVOICE: 11/12/2024								
	VENDOR TOTALS	298.50 YTD INVOICED		298.50 YTD PAID					298.50
118382	FITCH, ROBERT A.								
	87149	11/08/24		488660	T	12/10/24	10061050	40264 CONTRACT LABOR SALARIES	2,111.20
	INVOICE: 110824								
	88978	11/22/24		488660	T	12/10/24	10061020	40264 CONTRACT LABOR SALARIES	1,310.40
	INVOICE: Fall 2024 Karate								
	VENDOR TOTALS	8,405.60 YTD INVOICED		27,955.20 YTD PAID					3,421.60
124281	SEO, KEIKO								
	88980	11/15/24		488578	P	12/10/24	10000109	51929 RECREATION CLASSES	89.25
	INVOICE: REFUND								
	VENDOR TOTALS	89.25 YTD INVOICED		89.25 YTD PAID					89.25
112605	SEQUEL CONTRACTORS, INC.								
	87216	11/12/24	2558	488661	T	12/10/24	29102464	47804 PUBLIC WORKS PROJ-SB MEAS	183,373.51
	INVOICE: 2								
	VENDOR TOTALS	556,337.57 YTD INVOICED		5,806,992.85 YTD PAID					183,373.51
123901	GUIRGUIS, DANIEL								
	87334	11/07/24		488662	T	12/10/24	10013010	41514 OPERATING SUPPLIES	1,157.63
	INVOICE: COH_014								
	VENDOR TOTALS	4,792.65 YTD INVOICED		13,109.66 YTD PAID					1,157.63
101153	SOUTH BAY FORD								
	87243	08/19/24		488663	T	12/10/24	60031030	42064 PARTS	-25.24
	INVOICE: CM500760								
	87244	08/19/24		488663	T	12/10/24	60031030	42064 PARTS	-623.62
	INVOICE: CM500666								
	87245	11/19/24	942	488663	T	12/10/24	60031030	47404 MACHINERY & EQUIPMENT	63,029.09
	INVOICE: COH24022								
	87246	08/05/24		488663	T	12/10/24	60031030	42064 PARTS	-584.06
	INVOICE: CM499583								
	87247	09/03/24		488663	T	12/10/24	60031030	42064 PARTS	-384.33
	INVOICE: CM503770								
	87248	09/03/24	34	488663	T	12/10/24	60031030	42064 PARTS	185.16
	INVOICE: 504300								
	87304	09/04/24	34	488663	T	12/10/24	60031030	42064 PARTS	473.59
	INVOICE: 504679								

PAID INVOICES REPORT

CHECK: C121024 TO FISCAL 2025/06 07/01/2023 TO 06/30/2026

VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
87305	09/05/24	34	488663	T	12/10/24	60031030 42064	PARTS	376.69
INVOICE: 504784								
87306	09/09/24	34	488663	T	12/10/24	60031030 42064	PARTS	563.57
INVOICE: 523945								
87319	09/10/24	34	488663	T	12/10/24	60031030 42064	PARTS	646.07
INVOICE: 505340								
87322	09/10/24	34	488663	T	12/10/24	60031030 42064	PARTS	601.37
INVOICE: 505345								
87326	09/11/24	34	488663	T	12/10/24	60031030 42064	PARTS	138.21
INVOICE: 505480								
87333	09/11/24	34	488663	T	12/10/24	60031030 42064	PARTS	379.12
INVOICE: 505634								
87336	09/13/24	34	488663	T	12/10/24	60031030 42064	PARTS	280.00
INVOICE: 523848								
87339	09/13/24	34	488663	T	12/10/24	60031030 42064	PARTS	883.22
INVOICE: 506101								
87340	09/16/24	34	488663	T	12/10/24	60031030 42064	PARTS	16.45
INVOICE: 506217								
87342	09/17/24	34	488663	T	12/10/24	60031030 42064	PARTS	127.06
INVOICE: 506482								
87343	09/18/24	34	488663	T	12/10/24	60031030 42064	PARTS	402.85
INVOICE: 506770								
87344	09/23/24	34	488663	T	12/10/24	60031030 42064	PARTS	153.73
INVOICE: 507210								
87345	09/24/24	34	488663	T	12/10/24	60031030 42064	PARTS	1,848.23
INVOICE: 507525								
87346	09/24/24	34	488663	T	12/10/24	60031030 42064	PARTS	1,883.28
INVOICE: 524038								
87379	09/25/24	34	488663	T	12/10/24	60031030 42064	PARTS	1,349.46
INVOICE: 507752								
87380	09/25/24	34	488663	T	12/10/24	60031030 42064	PARTS	934.32
INVOICE: 524197								
87383	09/26/24	34	488663	T	12/10/24	60031030 42064	PARTS	783.75
INVOICE: 507741								
87385	09/30/24	34	488663	T	12/10/24	60031030 42064	PARTS	170.67
INVOICE: 508270								
88948	10/01/24	34	488663	T	12/10/24	60031030 42064	PARTS	173.84
INVOICE: 508353								
88951	10/01/24	34	488663	T	12/10/24	60031030 42064	PARTS	159.82
INVOICE: 507936								
88953	10/02/24	34	488663	T	12/10/24	60031030 42064	PARTS	684.65
INVOICE: 508678								
88954	10/07/24	34	488663	T	12/10/24	60031030 42064	PARTS	350.00
INVOICE: 524324								
88955	10/08/24	34	488663	T	12/10/24	60031030 42064	PARTS	431.89
INVOICE: 509536								
88956	10/08/24	34	488663	T	12/10/24	60031030 42064	PARTS	716.90
INVOICE: 509284								
88957	10/09/24	34	488663	T	12/10/24	60031030 42064	PARTS	72.85
INVOICE: 509660								
88958	10/09/24	34	488663	T	12/10/24	60031030 42064	PARTS	1,114.45

PAID INVOICES REPORT

CHECK: C121024 TO FISCAL 2025/06 07/01/2023 TO 06/30/2026

VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 509709								
88960	10/15/24	34	488663	T	12/10/24	60031030 42064	PARTS	484.22
INVOICE: 510551								
88968	10/17/24	34	488663	T	12/10/24	60031030 42064	PARTS	2,018.63
INVOICE: 510720								
88969	10/21/24	34	488663	T	12/10/24	60031030 42064	PARTS	152.19
INVOICE: 511427								
88971	10/21/24	34	488663	T	12/10/24	60031030 42064	PARTS	8,734.70
INVOICE: 524002								
88976	10/21/24	34	488663	T	12/10/24	60031030 42064	PARTS	597.03
INVOICE: 511399								
88979	10/22/24	34	488663	T	12/10/24	60031030 42064	PARTS	304.69
INVOICE: 511654								
88981	10/22/24	34	488663	T	12/10/24	60031030 42064	PARTS	560.91
INVOICE: 511560								
88982	10/22/24	34	488663	T	12/10/24	60031030 42064	PARTS	138.65
INVOICE: 511564								
88983	10/22/24	34	488663	T	12/10/24	60031030 42064	PARTS	1,172.32
INVOICE: 511489								
88984	10/23/24	34	488663	T	12/10/24	60031030 42064	PARTS	559.63
INVOICE: 511559								
88985	10/23/24	34	488663	T	12/10/24	60031030 42064	PARTS	78.01
INVOICE: 511866								
88986	10/25/24	34	488663	T	12/10/24	60031030 42064	PARTS	142.88
INVOICE: 512023								
88987	10/28/24	34	488663	T	12/10/24	60031030 42064	PARTS	3,772.23
INVOICE: 512134								
88988	10/28/24	34	488663	T	12/10/24	60031030 42064	PARTS	1,175.67
INVOICE: 524451								
88989	10/31/24	34	488663	T	12/10/24	60031030 42064	PARTS	4,241.98
INVOICE: 524661								
VENDOR TOTALS	1,172,954.55 YTD INVOICED					2,209,322.62 YTD PAID		101,446.78
118526 SOUTH BAY WORKFORCE INVESTMENT								
88192	11/20/24	2565	488664	T	12/10/24	18110040 44784	BUSINESS ASST GRANTS LOAN	5,000.00
INVOICE: COHOct 2024								
VENDOR TOTALS	23,421.19 YTD INVOICED					256,241.01 YTD PAID		5,000.00
123166 CHARTER COMMUNICATIONS HOLDINGS, LLC								
88181	11/07/24	2454	488665	T	12/10/24	10001222 43054	TELEPHONE	3,080.00
INVOICE: 188392501110724								
VENDOR TOTALS	15,400.00 YTD INVOICED					52,360.00 YTD PAID		3,080.00
121450 STANTEC CONSULTING SERVS, INC.								
88991	09/10/24	2569	488666	T	12/10/24	28402418 40514	CONTRACT SERVICES	5,400.00
INVOICE: 2281689								

PAID INVOICES REPORT

CHECK: C121024 TO FISCAL 2025/06 07/01/2023 TO 06/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		5,400.00 YTD INVOICED				17,300.00 YTD PAID		5,400.00
107314	STEPHAN T HONDA MD, INC								
	87221	10/16/24		488667	T	12/10/24	10002220 40724	MEDICAL & AMBULANCE	250.00
	INVOICE: 00175565								
	87222	11/08/24		488667	T	12/10/24	10002220 40724	MEDICAL & AMBULANCE	1,565.80
	INVOICE: 00176586								
	VENDOR TOTALS		7,124.57 YTD INVOICED				22,256.78 YTD PAID		1,815.80
120204	TEC OF CALIFORNIA, INC.								
	88937	10/31/24		488668	T	12/10/24	60031030 42064	PARTS	1,112.85
	INVOICE: 1473046L								
	VENDOR TOTALS		4,748.44 YTD INVOICED				12,104.61 YTD PAID		1,112.85
122858	THE LOVEJOY FOUNDATION								
	88185	11/21/24	11	488669	T	12/10/24	10001230 40514	CONTRACT SERVICES	16,000.00
	INVOICE: COH12012024								
	VENDOR TOTALS		80,000.00 YTD INVOICED				282,564.00 YTD PAID		16,000.00
113121	TOTAL ADMINISTRATION SVCS CORP								
	87067	10/31/24		488579	P	12/10/24	10017010 40514	CONTRACT SERVICES	331.99
	INVOICE: IN3259170								
	VENDOR TOTALS		35,554.87 YTD INVOICED				127,844.70 YTD PAID		331.99
123415	TRIPEPI, SMITH AND ASSOCIATES, INC.								
	87341	11/15/24	2482	488670	T	12/10/24	10011500 40514	CONTRACT SERVICES	2,425.00
	INVOICE: 13548								
	VENDOR TOTALS		20,585.89 YTD INVOICED				98,868.39 YTD PAID		2,425.00
123537	WORLDWIDE LEGAL GROUP INC.								
	89000	11/26/24		488671	T	12/10/24	10015020 40574	LEGAL SERVICE	99.00
	INVOICE: 85857								
	VENDOR TOTALS		99.00 YTD INVOICED				1,057.05 YTD PAID		99.00
117968	VELAZQUEZ, JESUS								
	87217	10/02/24		488672	T	12/10/24	10041010 45584	HEALTH AND WELLNESS	494.10
	INVOICE: 1								
	VENDOR TOTALS		494.10 YTD INVOICED				494.10 YTD PAID		494.10
124237	VILLALOBOS, JESUS ALEJANDRO								
	88973	10/19/24		488673	T	12/10/24	10061050 40264	CONTRACT LABOR SALARIES	624.00
	INVOICE: 10192024								

PAID INVOICES REPORT

CHECK: C121024 TO FISCAL 2025/06 07/01/2023 TO 06/30/2026

VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		1,092.00 YTD INVOICED				1,092.00 YTD PAID		624.00
104956 WILLDAN FINANCIAL SERVICES								
87238	11/19/24		488674	T	12/10/24	10016010 40514	CONTRACT SERVICES	450.00
INVOICE: 010-60285								
VENDOR TOTALS		2,450.00 YTD INVOICED				2,900.00 YTD PAID		450.00
							REPORT TOTALS	3,149,443.77

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	20	1,022,113.42
TOTAL EFT TRANSFERS	95	2,127,330.35

** END OF REPORT - Generated by Shuntell Dixon **

CITY OF HAWTHORNE

FOR THE MEETING OF DECEMBER 10, 2024

ORIGINATING DEPARTMENT: FINANCE

The City Treasurer submits the following Housing Authority Warrants for your approval:

	Warrant #s			
Date	**Start**	**Ending**	**Warrant type**	**Total $**
11/26/24	75463	75463	HOUSING	260.46
12/1/24	75464	75512	HOUSING	129,259.28
12/1/24	75513	75828	HOUSING	895,866.72
12/1/24	75829	75860	HOUSING	84,753.60
*** Emergency Issue - for ratification only**				1,110,140.06

State of California, County of Los Angeles SS:

The foregoing claims/demands/warrants have been filed with me; each one bearing an endorsement of the officer or employee of the department, requiring same, that the price is correct.

_____ City Treasurer

_____ City Clerk

City of Hawthorne, CA

PAID INVOICES REPORT

CHECK: H112624 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
112237	T-MOBILE								
	86965	09/21/24		75463	P	11/26/24	81044010 43054	TELEPHONE	260.46
	INVOICE: SP982816099								
	VENDOR TOTALS		51,672.81 YTD INVOICED				194,791.09 YTD PAID		260.46
								REPORT TOTALS	260.46

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	260.46

** END OF REPORT - Generated by Shuntell Dixon **

PAID INVOICES REPORT

CHECK: H120124X TO FISCAL 2025/06 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
117074	2300 W. EL SEGUNDO LP								
	88929	11/01/24		75464	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,052.00
	INVOICE: 10572-1								
	VENDOR TOTALS	27,301.00 YTD INVOICED					85,146.00 YTD PAID		1,052.00
105695	4431 W. 118TH ST. LLC								
	88913	11/01/24		75465	T	12/01/24	81544100 45904	HOUSING VOUCHER	942.00
	INVOICE: 10440-1								
	VENDOR TOTALS	56,034.00 YTD INVOICED					164,113.00 YTD PAID		942.00
123266	AMERICAN NATIONAL REAL ESTATE								
	86183	08/01/24		75466	T	12/01/24	81544100 45904	HOUSING VOUCHER	99.00
	INVOICE: 10111-1								
	86201	09/01/24		75466	T	12/01/24	81544100 45904	HOUSING VOUCHER	99.00
	INVOICE: 10111-1								
	86245	10/01/24		75466	T	12/01/24	81544100 45904	HOUSING VOUCHER	99.00
	INVOICE: 10111-1								
	VENDOR TOTALS	44,220.00 YTD INVOICED					139,284.00 YTD PAID		297.00
97386	ANASTASI CONSTRUCTION COMPANY, INC.								
	86213	10/01/24		75467	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,429.00
	INVOICE: 10653-1								
	VENDOR TOTALS	48,537.00 YTD INVOICED					167,174.00 YTD PAID		1,429.00
108539	BOTACH MANAGEMENT LLC								
	88915	11/01/24		75468	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,011.00
	INVOICE: 10626-1								
	VENDOR TOTALS	9,554.00 YTD INVOICED					24,808.00 YTD PAID		1,011.00
121048	CERISE INVESTMENT CO., LLC.								
	86214	10/01/24		75469	T	12/01/24	81544100 45904	HOUSING VOUCHER	650.00
	INVOICE: 10330-1								
	86215	10/01/24		75469	T	12/01/24	81544100 45904	HOUSING VOUCHER	101.00
	INVOICE: 9637-1								
	VENDOR TOTALS	233,927.00 YTD INVOICED					793,477.00 YTD PAID		751.00
121492	CHADRON TERRACE, LLC.								
	86216	10/01/24		75470	T	12/01/24	81544100 45904	HOUSING VOUCHER	739.00
	INVOICE: 10128-1								
	86217	10/01/24		75470	T	12/01/24	81544100 45904	HOUSING VOUCHER	377.00
	INVOICE: 10578-1								
	86218	10/01/24		75470	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,196.00
	INVOICE: 8759-1								
	88916	11/01/24		75470	T	12/01/24	81544100 45904	HOUSING VOUCHER	549.00
	INVOICE: 10128-1								

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	266,380.00 YTD INVOICED				932,139.00 YTD PAID			2,861.00
103417	CITY OF INGLEWOOD								
	86169	07/01/24		75471	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,840.00
	INVOICE:	10448-1							
	86173	08/01/24		75471	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE:	3518-1							
	86176	08/01/24		75471	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,840.00
	INVOICE:	10448-1							
	86177	08/01/24		75471	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,592.00
	INVOICE:	3518-1							
	86184	09/01/24		75471	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE:	3518-1							
	86185	09/01/24		75471	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	95.40
	INVOICE:	9359-1							
	86189	09/01/24		75471	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,840.00
	INVOICE:	10448-1							
	86190	09/01/24		75471	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,592.00
	INVOICE:	3518-1							
	86191	09/01/24		75471	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,703.00
	INVOICE:	9359-1							
	86207	10/01/24		75471	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE:	3518-1							
	86208	10/01/24		75471	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE:	4891-1							
	86209	10/01/24		75471	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	95.40
	INVOICE:	9359-1							
	86219	10/01/24		75471	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,840.00
	INVOICE:	10448-1							
	86220	10/01/24		75471	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,592.00
	INVOICE:	3518-1							
	86221	10/01/24		75471	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,450.00
	INVOICE:	4891-1							
	86222	10/01/24		75471	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,703.00
	INVOICE:	9359-1							
	VENDOR TOTALS	40,629.92 YTD INVOICED				130,610.08 YTD PAID			17,583.92
108869	COMPTON HOUSING AUTHORITY								
	86178	08/01/24		75472	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,356.00
	INVOICE:	10550-1							
	86186	09/01/24		75472	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE:	10550-1							
	86192	09/01/24		75472	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,617.00
	INVOICE:	10550-1							
	86210	10/01/24		75472	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE:	10550-1							
	86223	10/01/24		75472	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,617.00
	INVOICE:	10550-1							

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	VENDOR TOTALS	6,507.84 YTD INVOICED				6,507.84 YTD PAID			4,790.56
102245	CRC MANAGEMENT INC.								
	88930	11/01/24		75473	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,692.00
	INVOICE: 8508-1								
	88931	11/01/24		75473	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,448.00
	INVOICE: 8727-1								
	VENDOR TOTALS	231,281.00 YTD INVOICED				707,039.00 YTD PAID			3,140.00
121467	CRESTPORT APARTMENTS LLC.								
	86224	10/01/24		75474	T	12/01/24	81544100 45904	HOUSING VOUCHER	419.00
	INVOICE: 8095-1								
	VENDOR TOTALS	2,569.00 YTD INVOICED				9,364.00 YTD PAID			419.00
112946	DANTZLER, SAMUEL L								
	86202	09/01/24		75475	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,098.00
	INVOICE: 10650-1								
	86246	10/01/24		75475	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,098.00
	INVOICE: 10650-1								
	VENDOR TOTALS	11,411.00 YTD INVOICED				46,052.00 YTD PAID			2,196.00
123755	EDGAR, LAWRENCE G.								
	86254	10/01/24		75476	T	12/01/24	81544100 45904	HOUSING VOUCHER	892.00
	INVOICE: 10769-1								
	VENDOR TOTALS	3,836.00 YTD INVOICED				9,727.00 YTD PAID			892.00
124278	EXILES LLC.								
	88921	11/01/24		75477	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,279.00
	INVOICE: 10820-1								
	VENDOR TOTALS	1,279.00 YTD INVOICED				1,279.00 YTD PAID			1,279.00
94471	GARG, BASANT								
	86225	10/01/24		75478	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,530.00
	INVOICE: 8668-1								
	88918	11/01/24		75478	T	12/01/24	81544100 45904	HOUSING VOUCHER	829.00
	INVOICE: 10811-1								
	88942	10/01/24		75478	T	12/01/24	81544100 45904	HOUSING VOUCHER	455.00
	INVOICE: 10811-1								
	VENDOR TOTALS	88,078.00 YTD INVOICED				297,679.00 YTD PAID			2,814.00
120993	H&JR DEVELOPMENT LLC.								
	86193	09/01/24		75479	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,719.00
	INVOICE: 10805-1								
	86226	10/01/24		75479	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,399.00

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INVOICE: 10556-1								
86227	10/01/24		75479	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,719.00
INVOICE: 10805-1								
VENDOR TOTALS		29,191.00 YTD INVOICED				79,660.00 YTD PAID		7,837.00
110755 HENRY, JAMES R.								
88920	11/01/24		75480	T	12/01/24	81544100 45904	HOUSING VOUCHER	776.00
INVOICE: 7021-1								
VENDOR TOTALS		10,084.00 YTD INVOICED				21,924.00 YTD PAID		776.00
113153 HINKLE, M. SIMONNE								
86228	10/01/24		75481	T	12/01/24	81544100 45904	HOUSING VOUCHER	931.00
INVOICE: 9656-1								
VENDOR TOTALS		8,523.00 YTD INVOICED				29,136.00 YTD PAID		931.00
123622 HIRATA PROPERTIES, LLC.								
86247	10/01/24		75482	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,660.00
INVOICE: 10390-1								
VENDOR TOTALS		52,478.00 YTD INVOICED				174,382.00 YTD PAID		1,660.00
110936 HOUSING AUTHORITY OF THE, COUNTY OF SAN BERNARDIN								
86163	03/01/24		75483	T	12/01/24	81544100 45904	HOUSING VOUCHER	875.00
INVOICE: 4961-1								
86164	04/01/24		75483	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,333.28
INVOICE: 4961-1								
86165	05/01/24		75483	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,333.28
INVOICE: 4961-1								
86167	06/01/24		75483	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,333.28
INVOICE: 4961-1								
86168	07/01/24		75483	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
INVOICE: 4961-1								
86170	07/01/24		75483	T	12/01/24	83440010 45904	HOUSING VOUCHER	900.00
INVOICE: 10740-1								
86171	07/01/24		75483	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,233.00
INVOICE: 4961-1								
86174	08/01/24		75483	T	12/01/24	83440020 45944	ADMIN FEES PAID - VOUCHER	100.28
INVOICE: 10740-1								
86175	08/01/24		75483	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
INVOICE: 4961-1								
86181	08/01/24		75483	T	12/01/24	83440010 45904	HOUSING VOUCHER	2,324.00
INVOICE: 10740-1								
86182	08/01/24		75483	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,233.00
INVOICE: 4961-1								
86187	09/01/24		75483	T	12/01/24	83440020 45944	ADMIN FEES PAID - VOUCHER	100.28
INVOICE: 10740-1								
86188	09/01/24		75483	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
INVOICE: 4961-1								

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	86198	09/01/24		75483	T	12/01/24	83440010 45904	HOUSING VOUCHER	2,324.00
	INVOICE:	10740-1							
	86199	09/01/24		75483	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,233.00
	INVOICE:	4961-1							
	86211	10/01/24		75483	T	12/01/24	83440020 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE:	10740-1							
	86212	10/01/24		75483	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE:	4961-1							
	86239	10/01/24		75483	T	12/01/24	83440010 45904	HOUSING VOUCHER	2,324.00
	INVOICE:	10740-1							
	86240	10/01/24		75483	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,233.00
	INVOICE:	4961-1							
	VENDOR TOTALS		22,138.36 YTD INVOICED				22,138.36 YTD PAID		18,380.80
123217	IRD, LP								
	86203	09/01/24		75484	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,324.00
	INVOICE:	10701-1							
	86248	10/01/24		75484	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,324.00
	INVOICE:	10701-1							
	VENDOR TOTALS		10,414.00 YTD INVOICED				29,010.00 YTD PAID		2,648.00
118833	KANNIKE-MARTINS, JOSEPHINE								
	86194	09/01/24		75485	T	12/01/24	82044100 45904	HOUSING VOUCHER	832.00
	INVOICE:	10806-1							
	86229	10/01/24		75485	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,655.00
	INVOICE:	10559-1							
	86230	10/01/24		75485	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,664.00
	INVOICE:	10806-1							
	VENDOR TOTALS		19,923.00 YTD INVOICED				58,848.00 YTD PAID		4,151.00
124222	KELLY DAVID FRENCH TRUST								
	88923	11/01/24		75486	T	12/01/24	81544100 45904	HOUSING VOUCHER	594.00
	INVOICE:	8649-1							
	88944	10/01/24		75486	T	12/01/24	81544100 45904	HOUSING VOUCHER	57.00
	INVOICE:	8649-1							
	VENDOR TOTALS		651.00 YTD INVOICED				651.00 YTD PAID		651.00
123701	KSR HAWTHORNE 2 LLC								
	86249	10/01/24		75487	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,385.00
	INVOICE:	10126-1							
	VENDOR TOTALS		19,404.00 YTD INVOICED				67,423.00 YTD PAID		1,385.00
121862	KUMAMOTO, BRIAN A.								
	86179	08/01/24		75488	T	12/01/24	81544100 45904	HOUSING VOUCHER	113.00
	INVOICE:	10459-1							
	86195	09/01/24		75488	T	12/01/24	81544100 45904	HOUSING VOUCHER	113.00

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	INVOICE: 10459-1								
	86231	10/01/24		75488	T	12/01/24	81544100 45904	HOUSING VOUCHER	113.00
	INVOICE: 10459-1								
	VENDOR TOTALS		7,027.00 YTD INVOICED				23,119.00 YTD PAID		339.00
124021	LAWRENCE AND DONNA COCKE FAMILY TRUST								
	86205	09/01/24		75489	T	12/01/24	81544100 45904	HOUSING VOUCHER	331.00
	INVOICE: 10807-1								
	86255	10/01/24		75489	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,657.00
	INVOICE: 10807-1								
	VENDOR TOTALS		10,770.00 YTD INVOICED				12,195.00 YTD PAID		1,988.00
123419	LING, PAUL SIONG KUONG								
	86252	10/01/24		75490	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,469.00
	INVOICE: 10725-1								
	VENDOR TOTALS		6,739.00 YTD INVOICED				21,661.00 YTD PAID		1,469.00
124192	MARIN MANAGEMENT, LLC.								
	88934	11/01/24		75491	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,854.00
	INVOICE: 10815-1								
	88947	10/01/24		75491	T	12/01/24	83440010 45904	HOUSING VOUCHER	837.00
	INVOICE: 10815-1								
	VENDOR TOTALS		2,691.00 YTD INVOICED				2,691.00 YTD PAID		2,691.00
124280	MASSIMO, DONALD								
	88917	11/01/24		75492	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,059.00
	INVOICE: 10817-1								
	VENDOR TOTALS		2,059.00 YTD INVOICED				2,059.00 YTD PAID		2,059.00
123465	MITTAL LEGACY, LP.								
	86256	10/01/24		75493	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,232.00
	INVOICE: 10808-1								
	VENDOR TOTALS		6,984.00 YTD INVOICED				12,784.00 YTD PAID		2,232.00
30143	MONUS, BELA C								
	86232	10/01/24		75494	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,470.00
	INVOICE: 10281-1								
	VENDOR TOTALS		39,279.00 YTD INVOICED				131,319.00 YTD PAID		1,470.00
116979	NATIONAL COMMUNITY RENAISSANCE								
	86233	10/01/24		75495	T	12/01/24	81544100 45904	HOUSING VOUCHER	864.00
	INVOICE: 8687-1								
	88924	11/01/24		75495	T	12/01/24	81544100 45904	HOUSING VOUCHER	947.00
	INVOICE: 9590-1								

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	VENDOR TOTALS		91,048.00 YTD INVOICED				312,515.00 YTD PAID		1,811.00
121322	OKOOBOH, SYLVANUS								
	86234	10/01/24		75496	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,097.00
	INVOICE:	10809-1							
	88925	11/01/24		75496	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,149.00
	INVOICE:	10809-1							
	VENDOR TOTALS		17,025.00 YTD INVOICED				59,786.00 YTD PAID		2,246.00
100096	ORANGE COUNTY HOUSING								
	86196	09/01/24		75497	T	12/01/24	81544100 45904	HOUSING VOUCHER	63.00
	INVOICE:	10392-1							
	86235	10/01/24		75497	T	12/01/24	81544100 45904	HOUSING VOUCHER	63.00
	INVOICE:	10392-1							
	VENDOR TOTALS		61,406.28 YTD INVOICED				193,694.88 YTD PAID		126.00
120180	PARSLEY, LLC.								
	88936	11/01/24		75498	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,324.00
	INVOICE:	9987-1							
	VENDOR TOTALS		23,905.00 YTD INVOICED				78,558.00 YTD PAID		1,324.00
102871	PETTWAY, VERRIE O.								
	86200	09/01/24		75499	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,407.00
	INVOICE:	10762-1							
	86243	10/01/24		75499	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,407.00
	INVOICE:	10762-1							
	VENDOR TOTALS		22,258.00 YTD INVOICED				79,011.00 YTD PAID		2,814.00
114815	PINNACLE ACACIA LLC								
	86236	10/01/24		75500	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,551.00
	INVOICE:	5023-1							
	VENDOR TOTALS		30,944.00 YTD INVOICED				98,201.00 YTD PAID		1,551.00
122042	PROFESSIONAL PROPERTY MANAGERS, INC.								
	86180	08/01/24		75501	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,410.00
	INVOICE:	10700-1							
	86197	09/01/24		75501	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,410.00
	INVOICE:	10700-1							
	86237	10/01/24		75501	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,410.00
	INVOICE:	10700-1							
	86238	10/01/24		75501	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,328.00
	INVOICE:	10729-1							
	88926	11/01/24		75501	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,169.00
	INVOICE:	2525-1							
	88945	10/01/24		75501	T	12/01/24	81544100 45904	HOUSING VOUCHER	754.00

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	INVOICE: 2525-1								
	VENDOR TOTALS		75,698.00 YTD INVOICED				256,172.00 YTD PAID		7,481.00
123704	R3 PROPERTIES 1 LLC								
	86204	09/01/24		75502	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,259.00
	INVOICE: 10215-1								
	86250	10/01/24		75502	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,222.00
	INVOICE: 10215-1								
	86251	10/01/24		75502	T	12/01/24	83440010 45904	HOUSING VOUCHER	183.00
	INVOICE: 10672-1								
	VENDOR TOTALS		43,684.00 YTD INVOICED				97,332.00 YTD PAID		3,664.00
120616	RIDGWAY, JR., WILLIAM								
	88935	11/01/24		75503	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,596.00
	INVOICE: 8700-1								
	VENDOR TOTALS		22,242.00 YTD INVOICED				73,464.00 YTD PAID		1,596.00
121206	SCOTT, FRED								
	86241	10/01/24		75504	T	12/01/24	81544100 45904	HOUSING VOUCHER	791.00
	INVOICE: 10770-1								
	VENDOR TOTALS		17,405.00 YTD INVOICED				56,102.00 YTD PAID		791.00
111337	SMITH, VIOLA M.								
	86257	10/01/24		75505	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,360.00
	INVOICE: 10721-1								
	VENDOR TOTALS		6,755.00 YTD INVOICED				22,133.00 YTD PAID		1,360.00
122922	SPACE ODYSSEY, LLC.								
	88928	11/01/24		75506	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,038.00
	INVOICE: 10676-1								
	VENDOR TOTALS		6,323.00 YTD INVOICED				18,027.00 YTD PAID		1,038.00
123779	STANDIFER SR, DELBERT								
	88933	11/01/24		75507	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,669.00
	INVOICE: 10814-1								
	VENDOR TOTALS		10,909.00 YTD INVOICED				21,997.00 YTD PAID		1,669.00
123758	TAYLOR, CLAUDETTE L.								
	86253	10/01/24		75508	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,617.00
	INVOICE: 10766-1								
	VENDOR TOTALS		7,758.00 YTD INVOICED				20,795.00 YTD PAID		1,617.00
122416	THREE RAINBOWS LLC.								

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	86242	10/01/24		75509	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,769.00
	INVOICE:	10547-1							
	VENDOR TOTALS		15,924.00 YTD INVOICED				53,464.00 YTD PAID		1,769.00
107689	UMUKORO, JAMES								
	86206	09/01/24		75510	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,520.00
	INVOICE:	10768-1							
	86258	10/01/24		75510	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,680.00
	INVOICE:	10768-1							
	86259	10/01/24		75510	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,647.00
	INVOICE:	10810-1							
	VENDOR TOTALS		49,463.00 YTD INVOICED				200,106.00 YTD PAID		4,847.00
100596	WATSON, HUBERT								
	86244	10/01/24		75511	T	12/01/24	83440010 45904	HOUSING VOUCHER	745.00
	INVOICE:	10728-1							
	VENDOR TOTALS		58,910.00 YTD INVOICED				213,877.00 YTD PAID		745.00
124279	11651 - 11652 YORK AVENUE, LLC.								
	88922	11/01/24		75512	T	12/01/24	81544100 45904	HOUSING VOUCHER	685.00
	INVOICE:	10822-1							
	VENDOR TOTALS		685.00 YTD INVOICED				685.00 YTD PAID		685.00
								REPORT TOTALS	129,259.28

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	49	129,259.28

** END OF REPORT - Generated by Shuntell Dixon **

City of Hawthorne, CA

PAID INVOICES REPORT

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VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
123883 11430 CEDAR AVE APARTMENTS LLC								
88837	12/01/24		75513	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,134.00
INVOICE: 10780								
VENDOR TOTALS	6,804.00 YTD INVOICED					10,572.00 YTD PAID		1,134.00
123039 11725 YORK, LLC								
88191	12/01/24		75514	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,932.00
INVOICE: 8596								
VENDOR TOTALS	10,311.00 YTD INVOICED					27,011.00 YTD PAID		1,932.00
123247 11841 GALE CROSS LLC								
88686	12/01/24		75515	T	12/01/24	81544100 45904	HOUSING VOUCHER	914.00
INVOICE: 9136								
VENDOR TOTALS	5,100.00 YTD INVOICED					15,116.00 YTD PAID		914.00
122747 12304 GREVILLEA LLC.								
88813	12/01/24		75516	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,103.00
INVOICE: 10622								
VENDOR TOTALS	18,650.00 YTD INVOICED					56,870.00 YTD PAID		2,103.00
121806 12915 ROSELLE AVENUE, LLC.								
88687	12/01/24		75517	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,661.00
INVOICE: 10438								
88688	12/01/24		75517	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,607.00
INVOICE: 10561								
88689	12/01/24		75517	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,655.00
INVOICE: 10743								
VENDOR TOTALS	27,992.00 YTD INVOICED					79,487.00 YTD PAID		4,923.00
123645 133RD STREET APTS, LLC.								
88872	12/01/24		75518	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,302.00
INVOICE: 9576								
VENDOR TOTALS	7,812.00 YTD INVOICED					22,496.00 YTD PAID		1,302.00
123702 13526 KORNBLUM LLC								
88791	12/01/24		75519	T	12/01/24	81544100 45904	HOUSING VOUCHER	895.00
INVOICE: 10016								
88793	12/01/24		75519	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,311.00
INVOICE: 10083								
88799	12/01/24		75519	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,256.00
INVOICE: 10266								
88807	12/01/24		75519	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,293.00
INVOICE: 10532								
88855	12/01/24		75519	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,065.00
INVOICE: 8319								

PAID INVOICES REPORT

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VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
88866	12/01/24		75519	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,158.00
INVOICE: 9155								
VENDOR TOTALS	41,893.00 YTD INVOICED					129,491.00 YTD PAID		6,978.00
123706 13533 LEMOLI LLC								
88798	12/01/24		75520	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,090.00
INVOICE: 10227								
88816	12/01/24		75520	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,675.00
INVOICE: 10679								
VENDOR TOTALS	16,590.00 YTD INVOICED					60,583.00 YTD PAID		2,765.00
123705 13600 CHADRON LLC								
88794	12/01/24		75521	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,255.00
INVOICE: 10125								
88802	12/01/24		75521	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,447.00
INVOICE: 10289								
88804	12/01/24		75521	T	12/01/24	81544100 45904	HOUSING VOUCHER	577.00
INVOICE: 10319								
88809	12/01/24		75521	T	12/01/24	81544100 45904	HOUSING VOUCHER	715.00
INVOICE: 10574								
88810	12/01/24		75521	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,415.00
INVOICE: 10582								
88814	12/01/24		75521	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,542.00
INVOICE: 10644								
88860	12/01/24		75521	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,317.00
INVOICE: 8794								
88871	12/01/24		75521	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,378.00
INVOICE: 9561								
88877	12/01/24		75521	T	12/01/24	81544100 45904	HOUSING VOUCHER	232.00
INVOICE: 9942								
VENDOR TOTALS	60,267.00 YTD INVOICED					171,004.00 YTD PAID		9,878.00
123462 13601 KORNBLUM AVENUE LLC								
88690	12/01/24		75522	T	12/01/24	81544100 45904	HOUSING VOUCHER	518.00
INVOICE: 10130								
88691	12/01/24		75522	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,229.00
INVOICE: 10231								
88692	12/01/24		75522	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,339.00
INVOICE: 10250								
88693	12/01/24		75522	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,458.00
INVOICE: 10604								
88694	12/01/24		75522	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,308.00
INVOICE: 8270								
88695	12/01/24		75522	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,408.00
INVOICE: 9723								
VENDOR TOTALS	58,028.00 YTD INVOICED					177,469.00 YTD PAID		7,260.00

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
105745	13615 CERISE AVENUE L.P.								
	88192	12/01/24		75523	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,662.00
	INVOICE: 10405								
	88193	12/01/24		75523	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,645.00
	INVOICE: 10588								
	88195	12/01/24		75523	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,920.00
	INVOICE: 10678								
	88196	12/01/24		75523	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,661.00
	INVOICE: 7099								
	88197	12/01/24		75523	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,075.00
	INVOICE: 8010								
	VENDOR TOTALS	62,830.00 YTD INVOICED					173,239.00 YTD PAID		7,963.00
120429	13802 CERISE AVE LLC.								
	88198	12/01/24		75524	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,590.00
	INVOICE: 10108								
	88199	12/01/24		75524	T	12/01/24	81544100 45904	HOUSING VOUCHER	927.00
	INVOICE: 10219								
	88200	12/01/24		75524	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,287.00
	INVOICE: 10260								
	88201	12/01/24		75524	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,257.00
	INVOICE: 9855								
	VENDOR TOTALS	30,278.00 YTD INVOICED					112,616.00 YTD PAID		5,061.00
123716	13921 YUKON AVE								
	88825	12/01/24		75525	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,404.00
	INVOICE: 10713								
	VENDOR TOTALS	8,427.00 YTD INVOICED					23,450.00 YTD PAID		1,404.00
101895	139TH STREET ASSOCIATES								
	88202	12/01/24		75526	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,549.00
	INVOICE: 7024								
	VENDOR TOTALS	8,986.00 YTD INVOICED					27,098.00 YTD PAID		1,549.00
117074	2300 W. EL SEGUNDO LP								
	88696	12/01/24		75527	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,052.00
	INVOICE: 10572								
	88697	12/01/24		75527	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,366.00
	INVOICE: 10597								
	88698	12/01/24		75527	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,862.00
	INVOICE: 10783								
	VENDOR TOTALS	31,581.00 YTD INVOICED					89,426.00 YTD PAID		4,280.00
122702	3 PEACOCKS LP.								
	88203	12/01/24		75528	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,335.00
	INVOICE: 10617								

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VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
88204	12/01/24		75528	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,678.00
INVOICE: 9389								
VENDOR TOTALS	18,078.00 YTD INVOICED					59,236.00 YTD PAID		3,013.00
121121 360PARTNERSHIP LP								
88205	12/01/24		75529	T	12/01/24	81544100 45904	HOUSING VOUCHER	751.00
INVOICE: 10343								
VENDOR TOTALS	4,531.00 YTD INVOICED					13,098.00 YTD PAID		751.00
121007 4037 W 142ND STREET PROPERTY, INC.								
88700	12/01/24		75530	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,866.00
INVOICE: 10782								
VENDOR TOTALS	11,196.00 YTD INVOICED					18,359.00 YTD PAID		1,866.00
105695 4431 W. 118TH ST. LLC								
88206	12/01/24		75531	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,011.00
INVOICE: 10220								
88207	12/01/24		75531	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,058.00
INVOICE: 10326								
88208	12/01/24		75531	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,196.00
INVOICE: 10393								
88209	12/01/24		75531	T	12/01/24	81544100 45904	HOUSING VOUCHER	942.00
INVOICE: 10440								
88210	12/01/24		75531	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,401.00
INVOICE: 10598								
88211	12/01/24		75531	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,195.00
INVOICE: 8324								
88212	12/01/24		75531	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,474.00
INVOICE: 8887								
88213	12/01/24		75531	T	12/01/24	81544100 45904	HOUSING VOUCHER	975.00
INVOICE: 9425								
88214	12/01/24		75531	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,060.00
INVOICE: 9610								
VENDOR TOTALS	66,346.00 YTD INVOICED					174,425.00 YTD PAID		10,312.00
123274 5969 W. 86TH PL, LLC								
88702	12/01/24		75532	T	12/01/24	81544100 45904	HOUSING VOUCHER	868.00
INVOICE: 10706								
VENDOR TOTALS	5,208.00 YTD INVOICED					22,500.00 YTD PAID		868.00
123978 ABOLGHASSEM, ALI								
88858	12/01/24		75533	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,014.00
INVOICE: 8522								
VENDOR TOTALS	12,084.00 YTD INVOICED					16,448.00 YTD PAID		2,014.00

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
121510	AC. MAZZEO LLC.								
	88215	12/01/24		75534	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,190.00
	INVOICE: 9525								
	VENDOR TOTALS	7,140.00 YTD INVOICED					22,892.00 YTD PAID		1,190.00
110532	ACCESS COMMUNITY HOUSING								
	88216	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,326.00
	INVOICE: 10170								
	88217	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,229.00
	INVOICE: 10202								
	88218	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,672.00
	INVOICE: 10240								
	88219	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	859.00
	INVOICE: 10316								
	88220	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,720.00
	INVOICE: 10333								
	88221	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,548.00
	INVOICE: 10384								
	88222	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,316.00
	INVOICE: 10409								
	88223	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,740.00
	INVOICE: 10457								
	88224	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,354.00
	INVOICE: 10472								
	88225	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,326.00
	INVOICE: 10525								
	88226	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,247.00
	INVOICE: 10662								
	88227	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,048.00
	INVOICE: 4304								
	88228	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,466.00
	INVOICE: 4387								
	88229	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,499.00
	INVOICE: 6073								
	88230	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,332.00
	INVOICE: 7057								
	88231	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,496.00
	INVOICE: 8827								
	88232	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	507.00
	INVOICE: 9343								
	88233	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	409.00
	INVOICE: 9422								
	88234	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,740.00
	INVOICE: 9438								
	88235	12/01/24		75535	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,279.00
	INVOICE: 9736								
	VENDOR TOTALS	178,676.00 YTD INVOICED					531,043.00 YTD PAID		27,113.00
123224	ACHATZ, RICHARD								

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	88818	12/01/24		75536	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,499.00
	INVOICE: 10688								
	88819	12/01/24		75536	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,446.00
	INVOICE: 10690								
	VENDOR TOTALS		17,238.00 YTD INVOICED				47,955.00 YTD PAID		2,945.00
121196	AESM, L.P.								
	88236	12/01/24		75537	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,538.00
	INVOICE: 10573								
	88237	12/01/24		75537	T	12/01/24	81544100 45904	HOUSING VOUCHER	909.00
	INVOICE: 7043								
	88238	12/01/24		75537	T	12/01/24	81544100 45904	HOUSING VOUCHER	762.00
	INVOICE: 9902								
	VENDOR TOTALS		19,330.00 YTD INVOICED				58,906.00 YTD PAID		3,209.00
122546	AJITO, EMI								
	88239	12/01/24		75538	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,388.00
	INVOICE: 10616								
	88240	12/01/24		75538	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,290.00
	INVOICE: 9760								
	VENDOR TOTALS		27,985.00 YTD INVOICED				45,369.00 YTD PAID		4,678.00
123266	AMERICAN NATIONAL REAL ESTATE								
	88703	12/01/24		75539	T	12/01/24	81544100 45904	HOUSING VOUCHER	754.00
	INVOICE: 10111								
	88704	12/01/24		75539	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,381.00
	INVOICE: 10524								
	88705	12/01/24		75539	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,759.00
	INVOICE: 10745								
	88706	12/01/24		75539	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,085.00
	INVOICE: 10777								
	88707	12/01/24		75539	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,228.00
	INVOICE: 8674								
	88708	12/01/24		75539	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,137.00
	INVOICE: 9344								
	88709	12/01/24		75539	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,044.00
	INVOICE: 9593								
	88710	12/01/24		75539	T	12/01/24	81544100 45904	HOUSING VOUCHER	849.00
	INVOICE: 9976								
	VENDOR TOTALS		53,457.00 YTD INVOICED				148,521.00 YTD PAID		9,237.00
117676	AMINI, MORTEZA								
	88242	12/01/24		75540	T	12/01/24	81544100 45904	HOUSING VOUCHER	483.00
	INVOICE: 10649								
	88243	12/01/24		75540	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,024.00
	INVOICE: 7035								

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	16,300.00 YTD INVOICED				29,613.00 YTD PAID			2,507.00
124097	AMS PROPERTIES								
	88849	12/01/24		75541	T	12/01/24	81544100 45904	HOUSING VOUCHER	947.00
	INVOICE: 4200								
	VENDOR TOTALS	5,682.00 YTD INVOICED				5,682.00 YTD PAID			947.00
97386	ANASTASI CONSTRUCTION COMPANY, INC.								
	88244	12/01/24		75542	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,057.00
	INVOICE: 10026								
	88245	12/01/24		75542	T	12/01/24	81544100 45904	HOUSING VOUCHER	685.00
	INVOICE: 10161								
	88246	12/01/24		75542	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,270.00
	INVOICE: 10185								
	88248	12/01/24		75542	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,365.00
	INVOICE: 8615								
	88249	12/01/24		75542	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,263.00
	INVOICE: 8743								
	88250	12/01/24		75542	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,245.00
	INVOICE: 8914								
	88251	12/01/24		75542	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,158.00
	INVOICE: 9245								
	VENDOR TOTALS	56,580.00 YTD INVOICED				175,217.00 YTD PAID			8,043.00
105935	ANDELIN, EVELYN								
	88252	12/01/24		75543	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,661.00
	INVOICE: 10091								
	88253	12/01/24		75543	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,623.00
	INVOICE: 10142								
	88254	12/01/24		75543	T	12/01/24	83440010 45904	HOUSING VOUCHER	883.00
	INVOICE: 10699								
	88255	12/01/24		75543	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,534.00
	INVOICE: 4693								
	88256	12/01/24		75543	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,715.00
	INVOICE: 4901								
	88257	12/01/24		75543	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,591.00
	INVOICE: 7059								
	88258	12/01/24		75543	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,093.00
	INVOICE: 8954								
	88259	12/01/24		75543	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,645.00
	INVOICE: 9151								
	88260	12/01/24		75543	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,130.00
	INVOICE: 9508								
	VENDOR TOTALS	77,334.00 YTD INVOICED				231,283.00 YTD PAID			13,875.00
105854	ANDELIN, RICHARD								
	88505	12/01/24		75544	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,471.00

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INVOICE: 9713								
VENDOR TOTALS	8,826.00 YTD INVOICED				24,672.00 YTD PAID			1,471.00
119169 ANTOON ENTERPRISES, INC.								
88262	12/01/24		75545	T	12/01/24	81544100 45904	HOUSING VOUCHER	382.00
INVOICE: 10362								
VENDOR TOTALS	2,132.00 YTD INVOICED				8,314.00 YTD PAID			382.00
114626 ARANA SR., EDUARDO								
88410	12/01/24		75546	T	12/01/24	81544100 45904	HOUSING VOUCHER	256.00
INVOICE: 6061								
VENDOR TOTALS	1,419.00 YTD INVOICED				4,966.00 YTD PAID			256.00
121043 BARNES, GINA R.								
88266	12/01/24		75547	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,510.00
INVOICE: 10328								
VENDOR TOTALS	7,402.00 YTD INVOICED				24,227.00 YTD PAID			1,510.00
120507 BARSOUM, MAKARIOS								
88517	12/01/24		75548	T	12/01/24	81544100 45904	HOUSING VOUCHER	989.00
INVOICE: 10485								
88518	12/01/24		75548	T	12/01/24	81544100 45904	HOUSING VOUCHER	837.00
INVOICE: 8504								
VENDOR TOTALS	10,956.00 YTD INVOICED				33,270.00 YTD PAID			1,826.00
117697 BASKARON, EDWARD								
88411	12/01/24		75549	T	12/01/24	81544100 45904	HOUSING VOUCHER	804.00
INVOICE: 8910								
VENDOR TOTALS	4,824.00 YTD INVOICED				19,212.00 YTD PAID			804.00
123463 BEACH FRONT CLASSIC, LLC.								
88701	12/01/24		75550	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,382.00
INVOICE: 10733								
VENDOR TOTALS	8,036.00 YTD INVOICED				23,326.00 YTD PAID			1,382.00
123140 BEACHSIDE ASSET MANAGEMENT LLC.								
88267	12/01/24		75551	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,773.00
INVOICE: 10666								
VENDOR TOTALS	10,638.00 YTD INVOICED				33,393.00 YTD PAID			1,773.00
115666 BENJAMIN, GEORGE								
88441	12/01/24		75552	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,315.00
INVOICE: 10210								

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VENDOR TOTALS		8,082.00 YTD INVOICED				23,000.00 YTD PAID		1,315.00
101241 BENNETT, MARY E.								
88270	12/01/24		75553	T	12/01/24	83440010 45904	HOUSING VOUCHER	2,419.00
INVOICE: 10727								
VENDOR TOTALS		32,950.00 YTD INVOICED				88,809.00 YTD PAID		2,419.00
124121 BENTON, BENNIE								
88840	12/01/24		75554	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,585.00
INVOICE: 10798								
VENDOR TOTALS		7,925.00 YTD INVOICED				7,925.00 YTD PAID		1,585.00
121941 BENTON, DARNICE R.								
88713	12/01/24		75555	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,362.00
INVOICE: 10474								
VENDOR TOTALS		8,050.00 YTD INVOICED				23,080.00 YTD PAID		1,362.00
124115 BF PROPERTIES 1 LLC.								
88841	12/01/24		75556	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,531.00
INVOICE: 10802								
VENDOR TOTALS		6,124.00 YTD INVOICED				6,124.00 YTD PAID		1,531.00
121741 BH INVESTMENT GROUP LLC.								
88714	12/01/24		75557	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,321.00
INVOICE: 9754								
VENDOR TOTALS		7,926.00 YTD INVOICED				27,153.00 YTD PAID		1,321.00
122728 BK HOLDINGS II LLLP								
88715	12/01/24		75558	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,200.00
INVOICE: 10776								
88716	12/01/24		75558	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,349.00
INVOICE: 9493								
VENDOR TOTALS		21,294.00 YTD INVOICED				44,540.00 YTD PAID		3,549.00
121648 BLUE WATER ASSET MANAGEMENT, LP								
88272	12/01/24		75559	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,096.00
INVOICE: 10426								
88273	12/01/24		75559	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,124.00
INVOICE: 10442								
88274	12/01/24		75559	T	12/01/24	81544100 45904	HOUSING VOUCHER	777.00
INVOICE: 10454								
88275	12/01/24		75559	T	12/01/24	81544100 45904	HOUSING VOUCHER	967.00
INVOICE: 10471								

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	VENDOR TOTALS		24,449.00 YTD INVOICED				74,850.00 YTD PAID		3,964.00
123324	BOLL, ERIKA								
	88763	12/01/24		75560	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,735.00
	INVOICE: 10685								
	VENDOR TOTALS		10,372.00 YTD INVOICED				30,169.00 YTD PAID		1,735.00
100388	BOLL, LARRY F.								
	88482	12/01/24		75561	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,153.00
	INVOICE: 2340								
	VENDOR TOTALS		6,795.00 YTD INVOICED				19,794.00 YTD PAID		1,153.00
123938	BOLL, MICHAEL								
	88838	12/01/24		75562	T	12/01/24	81544100 45904	HOUSING VOUCHER	992.00
	INVOICE: 10796								
	VENDOR TOTALS		5,952.00 YTD INVOICED				7,456.00 YTD PAID		992.00
121069	BORGES, ARMANDO								
	88276	12/01/24		75563	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,348.00
	INVOICE: 9419								
	VENDOR TOTALS		8,088.00 YTD INVOICED				21,289.00 YTD PAID		1,348.00
108539	BOTACH MANAGEMENT LLC								
	88277	12/01/24		75564	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,011.00
	INVOICE: 10626								
	88278	12/01/24		75564	T	12/01/24	81544100 45904	HOUSING VOUCHER	781.00
	INVOICE: 10660								
	VENDOR TOTALS		11,346.00 YTD INVOICED				26,600.00 YTD PAID		1,792.00
121731	BRADLEY, ROBERT								
	88279	12/01/24		75565	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,604.00
	INVOICE: 10458								
	VENDOR TOTALS		14,559.00 YTD INVOICED				34,553.00 YTD PAID		1,604.00
124120	BRIGGS, ALICE								
	88681	12/01/24		75566	T	12/01/24	81544100 45904	HOUSING VOUCHER	9.00
	INVOICE: 10023-U								
	VENDOR TOTALS		36.00 YTD INVOICED				36.00 YTD PAID		9.00
101545	BROWN JR, FLOYD								
	88420	12/01/24		75567	T	12/01/24	81544100 45904	HOUSING VOUCHER	299.00
	INVOICE: 3385								

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	VENDOR TOTALS		6,785.00 YTD INVOICED				9,733.00 YTD PAID		299.00
93715	BROWN, RULA								
	88613	12/01/24		75568	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,354.00
	INVOICE: 4701								
	VENDOR TOTALS		8,124.00 YTD INVOICED				22,855.00 YTD PAID		1,354.00
120727	BTS, LLP								
	88281	12/01/24		75569	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,451.00
	INVOICE: 10674								
	88282	12/01/24		75569	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,217.00
	INVOICE: 10702								
	88283	12/01/24		75569	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,108.00
	INVOICE: 10737								
	VENDOR TOTALS		25,200.00 YTD INVOICED				69,715.00 YTD PAID		3,776.00
122011	BURKE, SUSAN								
	88284	12/01/24		75570	T	12/01/24	81544100 45904	HOUSING VOUCHER	721.00
	INVOICE: 9977								
	VENDOR TOTALS		4,353.00 YTD INVOICED				13,221.00 YTD PAID		721.00
103810	BURNETT, DONALD OR DEBORAH								
	88285	12/01/24		75571	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,181.00
	INVOICE: 6046								
	VENDOR TOTALS		7,044.00 YTD INVOICED				27,688.00 YTD PAID		1,181.00
123474	BYPASS TRUST UNDER THE UMBERTO MARSELLA FAMILY								
	88717	12/01/24		75572	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,270.00
	INVOICE: 10749								
	VENDOR TOTALS		7,620.00 YTD INVOICED				23,124.00 YTD PAID		1,270.00
122911	BYRNE, MICHAEL L.								
	88792	12/01/24		75573	T	12/01/24	81544100 45904	HOUSING VOUCHER	701.00
	INVOICE: 10063								
	VENDOR TOTALS		4,156.00 YTD INVOICED				10,916.00 YTD PAID		701.00
119295	CABEZAS, KELLY EUGENE								
	88286	12/01/24		75574	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,800.00
	INVOICE: 10023								
	VENDOR TOTALS		8,514.00 YTD INVOICED				16,068.00 YTD PAID		1,800.00
123889	CADMAN GROUP								
	88821	12/01/24		75575	T	12/01/24	81544100 45904	HOUSING VOUCHER	833.00

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	INVOICE: 10694								
	VENDOR TOTALS		4,998.00 YTD INVOICED				7,746.00 YTD PAID		833.00
117199	CALDERON, RICARDO								
	88287	12/01/24		75576	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,367.00
	INVOICE: 10020								
	VENDOR TOTALS		8,202.00 YTD INVOICED				23,230.00 YTD PAID		1,367.00
110721	CAMINO, CRISTINA								
	88719	12/01/24		75577	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,170.00
	INVOICE: 9099								
	VENDOR TOTALS		9,192.00 YTD INVOICED				50,351.00 YTD PAID		1,170.00
112173	CAMPIS, THOMAS S. AND CAROLE A.								
	88288	12/01/24		75578	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,334.00
	INVOICE: 3849								
	VENDOR TOTALS		8,004.00 YTD INVOICED				23,434.00 YTD PAID		1,334.00
121902	CANOES, LLC.								
	88289	12/01/24		75579	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,504.00
	INVOICE: 8543								
	88290	12/01/24		75579	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,419.00
	INVOICE: 9280								
	VENDOR TOTALS		16,788.00 YTD INVOICED				49,681.00 YTD PAID		2,923.00
100458	CARRANZA, PATSY JEAN								
	88291	12/01/24		75580	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,968.00
	INVOICE: 10675								
	VENDOR TOTALS		11,808.00 YTD INVOICED				35,469.00 YTD PAID		1,968.00
102354	CARTER, RONALD L.								
	88894	12/01/24		75581	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,862.00
	INVOICE: 10799								
	VENDOR TOTALS		9,310.00 YTD INVOICED				9,310.00 YTD PAID		1,862.00
117665	CASILLAS, MIGUEL								
	88532	12/01/24		75582	T	12/01/24	81544100 45904	HOUSING VOUCHER	953.00
	INVOICE: 9846								
	VENDOR TOTALS		5,718.00 YTD INVOICED				17,358.00 YTD PAID		953.00
121048	CERISE INVESTMENT CO., LLC.								
	88292	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,981.00
	INVOICE: 10073								

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88293	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,127.00
INVOICE: 10131								
88294	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,401.00
INVOICE: 10149								
88295	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,410.00
INVOICE: 10234								
88296	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,294.00
INVOICE: 10262								
88297	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,670.00
INVOICE: 10287								
88298	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,792.00
INVOICE: 10290								
88299	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,292.00
INVOICE: 10322								
88300	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,864.00
INVOICE: 10329								
88301	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	650.00
INVOICE: 10330								
88302	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,661.00
INVOICE: 10372								
88303	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,522.00
INVOICE: 10564								
88304	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,301.00
INVOICE: 10591								
88305	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,473.00
INVOICE: 10618								
88306	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,790.00
INVOICE: 10647								
88307	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,551.00
INVOICE: 4572								
88308	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,298.00
INVOICE: 4892								
88309	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	537.00
INVOICE: 5031								
88310	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,444.00
INVOICE: 5060								
88311	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,608.00
INVOICE: 5099								
88312	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,434.00
INVOICE: 7095								
88313	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,553.00
INVOICE: 8058								
88314	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	682.00
INVOICE: 8348								
88315	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,443.00
INVOICE: 8545								
88316	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,697.00
INVOICE: 8940								
88317	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,082.00
INVOICE: 9302								
88318	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	973.00

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INVOICE: 9637								
88319	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,554.00
INVOICE: 9642								
88320	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,663.00
INVOICE: 9650								
88321	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,480.00
INVOICE: 9848								
88322	12/01/24		75583	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,047.00
INVOICE: 9985								
VENDOR TOTALS		279,201.00 YTD INVOICED					838,751.00 YTD PAID	45,274.00
121492 CHADRON TERRACE, LLC.								
88323	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,288.00
INVOICE: 10128								
88324	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,375.00
INVOICE: 10226								
88325	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,035.00
INVOICE: 10230								
88326	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	426.00
INVOICE: 10280								
88327	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,451.00
INVOICE: 10310								
88328	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,642.00
INVOICE: 10423								
88329	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,090.00
INVOICE: 10429								
88330	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,215.00
INVOICE: 10446								
88331	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	858.00
INVOICE: 10499								
88332	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	73.00
INVOICE: 10500								
88333	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,970.00
INVOICE: 10506								
88336	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,384.00
INVOICE: 10518								
88338	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,196.00
INVOICE: 10521								
88339	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,520.00
INVOICE: 10548								
88340	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	445.00
INVOICE: 10554								
88341	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,136.00
INVOICE: 10558								
88342	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,118.00
INVOICE: 10560								
88343	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,228.00
INVOICE: 10562								
88344	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	757.00
INVOICE: 10570								

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	88345	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,643.00
	INVOICE: 10576								
	88350	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	681.00
	INVOICE: 10646								
	88351	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,700.00
	INVOICE: 5019								
	88352	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,700.00
	INVOICE: 8599								
	88353	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,342.00
	INVOICE: 8759								
	88354	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,356.00
	INVOICE: 9545								
	88355	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,347.00
	INVOICE: 9564								
	88356	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	521.00
	INVOICE: 9608								
	88357	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,496.00
	INVOICE: 9619								
	88358	12/01/24		75584	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,647.00
	INVOICE: 9773								
	VENDOR TOTALS		302,020.00 YTD INVOICED				967,779.00 YTD PAID		35,640.00
110283	CHATEAU SOMERA								
	88359	12/01/24		75585	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,183.00
	INVOICE: 10544								
	88360	12/01/24		75585	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,139.00
	INVOICE: 8715								
	88361	12/01/24		75585	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,112.00
	INVOICE: 9447								
	VENDOR TOTALS		20,746.00 YTD INVOICED				60,251.00 YTD PAID		3,434.00
122413	CHEN, TERRENCE								
	88362	12/01/24		75586	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,134.00
	INVOICE: 8773								
	VENDOR TOTALS		12,804.00 YTD INVOICED				46,310.00 YTD PAID		2,134.00
120352	CHIB, UGRASEN S.								
	88363	12/01/24		75587	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,951.00
	INVOICE: 10211								
	VENDOR TOTALS		11,706.00 YTD INVOICED				33,560.00 YTD PAID		1,951.00
107554	CHIKWENDU, KIERAN								
	88477	12/01/24		75588	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,586.00
	INVOICE: 4966								
	VENDOR TOTALS		21,132.00 YTD INVOICED				62,268.00 YTD PAID		1,586.00

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113024	CITY OF HAWTHORNE/REDEVELOP.								
	88364	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,057.00
	INVOICE: 10145								
	88365	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	975.00
	INVOICE: 10444								
	88366	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,514.00
	INVOICE: 10469								
	88367	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	745.00
	INVOICE: 10470								
	88368	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,509.00
	INVOICE: 10479								
	88369	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	366.00
	INVOICE: 10489								
	88370	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,237.00
	INVOICE: 10526								
	88371	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	497.00
	INVOICE: 4903								
	88372	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,312.00
	INVOICE: 9412								
	88373	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,353.00
	INVOICE: 9521								
	88374	12/01/24		75589	T	12/01/24	81544100 45904	HOUSING VOUCHER	719.00
	INVOICE: 9614								
	VENDOR TOTALS	67,338.00 YTD INVOICED					201,580.00 YTD PAID		11,284.00
103417	CITY OF INGLEWOOD								
	88375	12/01/24		75590	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,048.00
	INVOICE: 10412								
	88376	12/01/24		75590	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,302.00
	INVOICE: 10448								
	88377	12/01/24		75590	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,592.00
	INVOICE: 3518								
	88378	12/01/24		75590	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,450.00
	INVOICE: 4891								
	88379	12/01/24		75590	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,703.00
	INVOICE: 9359								
	VENDOR TOTALS	48,724.92 YTD INVOICED					138,705.08 YTD PAID		8,095.00
121876	CJW VENTURES, INC.								
	88380	12/01/24		75591	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,234.00
	INVOICE: 10461								
	88381	12/01/24		75591	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,576.00
	INVOICE: 10482								
	VENDOR TOTALS	16,860.00 YTD INVOICED					47,328.00 YTD PAID		2,810.00
120953	COCKE, LAWRENCE AND DONNA								
	88878	12/01/24		75592	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,415.00
	INVOICE: 9299								

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	VENDOR TOTALS		8,482.00 YTD INVOICED				25,410.00 YTD PAID		1,415.00
113465	COELLO, ENRIQUE								
	88415	12/01/24		75593	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,264.00
	INVOICE: 9021								
	VENDOR TOTALS		7,572.00 YTD INVOICED				22,838.00 YTD PAID		1,264.00
122466	COLE, ANTHONY								
	88382	12/01/24		75594	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,330.00
	INVOICE: 10581								
	VENDOR TOTALS		7,980.00 YTD INVOICED				24,264.00 YTD PAID		1,330.00
108869	COMPTON HOUSING AUTHORITY								
	88383	12/01/24		75595	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,617.00
	INVOICE: 10550								
	VENDOR TOTALS		8,124.84 YTD INVOICED				8,124.84 YTD PAID		1,617.00
120237	CORRALES, ANNA CHRISTINA								
	88384	12/01/24		75596	T	12/01/24	81544100 45904	HOUSING VOUCHER	557.00
	INVOICE: 4772								
	VENDOR TOTALS		3,388.00 YTD INVOICED				10,710.00 YTD PAID		557.00
119168	COSTA, FRANCO								
	88385	12/01/24		75597	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,048.00
	INVOICE: 9234								
	88386	12/01/24		75597	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,494.00
	INVOICE: 9286								
	VENDOR TOTALS		21,078.06 YTD INVOICED				67,172.06 YTD PAID		3,542.00
102245	CRC MANAGEMENT INC.								
	88721	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,567.00
	INVOICE: 74								
	88722	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,448.00
	INVOICE: 10160								
	88723	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,647.00
	INVOICE: 10180								
	88724	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,278.00
	INVOICE: 10201								
	88725	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,608.00
	INVOICE: 10370								
	88726	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,469.00
	INVOICE: 10441								
	88727	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,660.00
	INVOICE: 10623								
	88728	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,606.00

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INVOICE: 10652								
88729	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,344.00
INVOICE: 10661								
88730	12/01/24		75598	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,508.00
INVOICE: 10670								
88731	12/01/24		75598	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,131.00
INVOICE: 10673								
88732	12/01/24		75598	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,520.00
INVOICE: 10720								
88734	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,900.00
INVOICE: 10788								
88735	12/01/24		75598	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,643.00
INVOICE: 10793								
88736	12/01/24		75598	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,698.00
INVOICE: 10801								
88737	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	678.00
INVOICE: 5052								
88738	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,438.00
INVOICE: 7007								
88739	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,219.00
INVOICE: 8325								
88740	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,454.00
INVOICE: 8328								
88741	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,614.00
INVOICE: 8470								
88742	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,692.00
INVOICE: 8508								
88743	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,305.00
INVOICE: 8587								
88744	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,448.00
INVOICE: 8727								
88745	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,377.00
INVOICE: 9143								
88746	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,283.00
INVOICE: 9388								
88747	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,552.00
INVOICE: 9396								
88748	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,521.00
INVOICE: 9450								
88749	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,077.00
INVOICE: 9465								
88750	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,257.00
INVOICE: 9552								
88751	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,687.00
INVOICE: 9675								
88752	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,546.00
INVOICE: 9686								
88753	12/01/24		75598	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,273.00
INVOICE: 9789								

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	VENDOR TOTALS	277,729.00 YTD INVOICED				753,487.00 YTD PAID			46,448.00
113819	CRESCENT APTS, LLC.								
	88387	12/01/24		75599	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,070.00
	INVOICE: 9612								
	VENDOR TOTALS	6,420.00 YTD INVOICED				19,440.00 YTD PAID			1,070.00
113818	CRESTMOOR APTS, LLC.								
	88388	12/01/24		75600	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,250.00
	INVOICE: 10451								
	VENDOR TOTALS	7,500.00 YTD INVOICED				21,937.00 YTD PAID			1,250.00
121467	CRESTPORT APARTMENTS LLC.								
	88389	12/01/24		75601	T	12/01/24	81544100 45904	HOUSING VOUCHER	419.00
	INVOICE: 8095								
	VENDOR TOTALS	2,988.00 YTD INVOICED				9,783.00 YTD PAID			419.00
99701	DALY, JOHN								
	88782	12/01/24		75602	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,142.00
	INVOICE: 10286								
	88783	12/01/24		75602	T	12/01/24	81544100 45904	HOUSING VOUCHER	897.00
	INVOICE: 5011								
	88784	12/01/24		75602	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,449.00
	INVOICE: 6096								
	88785	12/01/24		75602	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,048.00
	INVOICE: 8559								
	VENDOR TOTALS	35,167.00 YTD INVOICED				108,925.00 YTD PAID			5,536.00
112946	DANTZLER, SAMUEL L								
	88754	12/01/24		75603	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,098.00
	INVOICE: 10650								
	88755	12/01/24		75603	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,123.00
	INVOICE: 10784								
	VENDOR TOTALS	13,632.00 YTD INVOICED				48,273.00 YTD PAID			2,221.00
110168	DAVES-HOLMES, LULA								
	88392	12/01/24		75604	T	12/01/24	81544100 45904	HOUSING VOUCHER	682.00
	INVOICE: 10224								
	88393	12/01/24		75604	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,438.00
	INVOICE: 10587								
	88394	12/01/24		75604	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,725.00
	INVOICE: 10658								
	88395	12/01/24		75604	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,462.00
	INVOICE: 10714								
	88396	12/01/24		75604	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,609.00

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	INVOICE: 3966								
	88397	12/01/24		75604	T	12/01/24	81544100 45904	HOUSING VOUCHER	331.00
	INVOICE: 9262								
	88398	12/01/24		75604	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,470.00
	INVOICE: 9529								
	VENDOR TOTALS		53,088.00 YTD INVOICED				156,087.00 YTD PAID		8,717.00
121830	DAVIS, ALICE								
	88391	12/01/24		75605	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,870.00
	INVOICE: 10455								
	VENDOR TOTALS		7,480.00 YTD INVOICED				31,766.00 YTD PAID		1,870.00
114033	DAVIS, CLARK AND KAREN								
	88720	12/01/24		75606	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,653.00
	INVOICE: 3555								
	VENDOR TOTALS		9,918.00 YTD INVOICED				26,802.00 YTD PAID		1,653.00
123375	DHIMAN, JAIPAL								
	88781	12/01/24		75607	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,316.00
	INVOICE: 10718								
	VENDOR TOTALS		7,888.00 YTD INVOICED				22,235.00 YTD PAID		1,316.00
123331	DI PASQUALE, FRANK								
	88824	12/01/24		75608	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,691.00
	INVOICE: 10711								
	VENDOR TOTALS		9,726.00 YTD INVOICED				26,067.00 YTD PAID		1,691.00
123052	DIAMOND 1, LP.								
	88399	12/01/24		75609	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,386.00
	INVOICE: 10593								
	88400	12/01/24		75609	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,044.00
	INVOICE: 10736								
	88401	12/01/24		75609	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,008.00
	INVOICE: 9909								
	VENDOR TOTALS		32,628.00 YTD INVOICED				93,268.00 YTD PAID		5,438.00
123496	DICKERSON, GAYLE YVONNE MORTON								
	88817	12/01/24		75610	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,805.00
	INVOICE: 10681								
	VENDOR TOTALS		10,830.00 YTD INVOICED				28,850.00 YTD PAID		1,805.00
122907	DICRISCI APARTMENTS								
	88402	12/01/24		75611	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,248.00
	INVOICE: 4939								

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	88403	12/01/24		75611	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,525.00
	INVOICE: 9712								
	VENDOR TOTALS	15,833.00 YTD INVOICED					46,221.00 YTD PAID		2,773.00
122786	DILRUBA MOHAMMED								
	88487	12/01/24		75612	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,196.00
	INVOICE: 10109								
	VENDOR TOTALS	15,756.00 YTD INVOICED					40,652.00 YTD PAID		2,196.00
118260	DOMINGUEZ, ELOY								
	88414	12/01/24		75613	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,468.00
	INVOICE: 8200								
	VENDOR TOTALS	8,808.00 YTD INVOICED					25,465.00 YTD PAID		1,468.00
123921	DONDI CHERRY REVOCABLE TRUST								
	88873	12/01/24		75614	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,562.00
	INVOICE: 9646								
	VENDOR TOTALS	9,372.00 YTD INVOICED					18,556.00 YTD PAID		1,562.00
117343	DOTY RENTALS, LLC.								
	88405	12/01/24		75615	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,745.00
	INVOICE: 10619								
	VENDOR TOTALS	10,328.00 YTD INVOICED					30,047.00 YTD PAID		1,745.00
116373	DUHE, URSULA								
	88406	12/01/24		75616	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,681.00
	INVOICE: 10677								
	88407	12/01/24		75616	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,388.00
	INVOICE: 4735								
	VENDOR TOTALS	18,414.00 YTD INVOICED					53,957.00 YTD PAID		3,069.00
108655	DUNLAP, PAUL LOUIS								
	88408	12/01/24		75617	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,100.00
	INVOICE: 10203								
	VENDOR TOTALS	12,584.00 YTD INVOICED					36,684.00 YTD PAID		2,100.00
118661	E.J. PARTNERS								
	88409	12/01/24		75618	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,046.00
	INVOICE: 9331								
	VENDOR TOTALS	5,988.00 YTD INVOICED					17,505.00 YTD PAID		1,046.00
123163	EAM PROPERTIES, LLC.								
	88758	12/01/24		75619	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,124.00

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	INVOICE: 10665								
	VENDOR TOTALS		6,744.00 YTD INVOICED				20,208.00 YTD PAID		1,124.00
108700	ECHEVERRY, JOSE E. & MARIA E.								
	88459	12/01/24		75620	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,243.00
	INVOICE: 9765								
	88460	12/01/24		75620	T	12/01/24	81544100 45904	HOUSING VOUCHER	407.00
	INVOICE: 9922								
	VENDOR TOTALS		10,196.00 YTD INVOICED				29,844.00 YTD PAID		1,650.00
123755	EDGAR, LAWRENCE G.								
	88834	12/01/24		75621	T	12/01/24	81544100 45904	HOUSING VOUCHER	892.00
	INVOICE: 10769								
	VENDOR TOTALS		4,728.00 YTD INVOICED				10,619.00 YTD PAID		892.00
112901	EDMUNDS, ERIC								
	88417	12/01/24		75622	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,754.00
	INVOICE: 4659								
	VENDOR TOTALS		9,917.00 YTD INVOICED				21,629.00 YTD PAID		1,754.00
122125	EDWARD J. JENKINS TRUST								
	88412	12/01/24		75623	T	12/01/24	81544100 45904	HOUSING VOUCHER	770.00
	INVOICE: 8781								
	VENDOR TOTALS		4,590.00 YTD INVOICED				14,228.00 YTD PAID		770.00
121491	EL PORTO LLC.								
	88413	12/01/24		75624	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,950.00
	INVOICE: 10750								
	VENDOR TOTALS		10,379.00 YTD INVOICED				10,379.00 YTD PAID		1,950.00
120416	ELAMIN, IBTISAM								
	88682	12/01/24		75625	T	12/01/24	81544100 45904	HOUSING VOUCHER	14.00
	INVOICE: 7050-U								
	VENDOR TOTALS		84.00 YTD INVOICED				126.00 YTD PAID		14.00
111173	ELLIS, STEPHANIE								
	88844	12/01/24		75626	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,783.00
	INVOICE: 10813								
	VENDOR TOTALS		1,783.00 YTD INVOICED				1,783.00 YTD PAID		1,783.00
119601	EQUITY HOLDINGS, LLC.								
	88759	12/01/24		75627	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,507.00
	INVOICE: 10186								

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	88760	12/01/24		75627	T	12/01/24	81544100 45904	HOUSING VOUCHER	996.00
	INVOICE: 10663								
	88761	12/01/24		75627	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,437.00
	INVOICE: 10680								
	88762	12/01/24		75627	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,341.00
	INVOICE: 10710								
	VENDOR TOTALS		31,311.00 YTD INVOICED				75,519.00 YTD PAID		5,281.00
104455	ESHO, NOEL T.								
	88419	12/01/24		75628	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,244.00
	INVOICE: 9954								
	VENDOR TOTALS		15,589.00 YTD INVOICED				48,888.00 YTD PAID		1,244.00
124278	EXILES LLC.								
	88496	12/01/24		75629	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,279.00
	INVOICE: 10820								
	VENDOR TOTALS		2,558.00 YTD INVOICED				2,558.00 YTD PAID		1,279.00
121827	FIGGE, ANDREW								
	88261	12/01/24		75630	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,665.00
	INVOICE: 9770								
	VENDOR TOTALS		15,990.00 YTD INVOICED				42,610.00 YTD PAID		2,665.00
123265	FITZGERALD, WESLEY								
	88493	12/01/24		75631	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,750.00
	INVOICE: 10692								
	VENDOR TOTALS		10,500.00 YTD INVOICED				31,546.00 YTD PAID		1,750.00
120780	FRANCO, SILVANO								
	88850	12/01/24		75632	T	12/01/24	81544100 45904	HOUSING VOUCHER	886.00
	INVOICE: 4617								
	VENDOR TOTALS		5,321.00 YTD INVOICED				16,024.00 YTD PAID		886.00
105403	FRANCO, WALTER & SANDRA								
	88764	12/01/24		75633	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,511.00
	INVOICE: 8033								
	VENDOR TOTALS		9,066.00 YTD INVOICED				35,358.00 YTD PAID		1,511.00
122987	FRANKLIN DENNIS CASE, TRUSTEE OF DENNIS CASE TRUST								
	88765	12/01/24		75634	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,073.00
	INVOICE: 10612								
	VENDOR TOTALS		6,438.00 YTD INVOICED				19,518.00 YTD PAID		1,073.00

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93783	FREDERIKSEN, PETER								
	88422	12/01/24		75635	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,375.00
	INVOICE: 10062								
	88423	12/01/24		75635	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,779.00
	INVOICE: 10669								
	88424	12/01/24		75635	T	12/01/24	81544100 45904	HOUSING VOUCHER	849.00
	INVOICE: 8985								
	VENDOR TOTALS		22,363.00 YTD INVOICED				77,899.00 YTD PAID		4,003.00
108406	FURBERT, REGINALD								
	88425	12/01/24		75636	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,963.00
	INVOICE: 10244								
	88426	12/01/24		75636	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,312.00
	INVOICE: 8573								
	88427	12/01/24		75636	T	12/01/24	81544100 45904	HOUSING VOUCHER	837.00
	INVOICE: 9792								
	VENDOR TOTALS		24,812.00 YTD INVOICED				73,452.00 YTD PAID		4,112.00
103655	GAMBOA, LUIS								
	88515	12/01/24		75637	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,417.00
	INVOICE: 10531								
	VENDOR TOTALS		8,412.00 YTD INVOICED				24,453.00 YTD PAID		1,417.00
118612	GARG, ANU								
	88767	12/01/24		75638	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,076.00
	INVOICE: 10756								
	88768	12/01/24		75638	T	12/01/24	81544100 45904	HOUSING VOUCHER	83.00
	INVOICE: 8864								
	VENDOR TOTALS		12,954.00 YTD INVOICED				31,788.00 YTD PAID		2,159.00
94471	GARG, BASANT								
	88428	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,527.00
	INVOICE: 10088								
	88429	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,501.00
	INVOICE: 10285								
	88430	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,534.00
	INVOICE: 10365								
	88431	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,604.00
	INVOICE: 10402								
	88432	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,478.00
	INVOICE: 10416								
	88433	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,535.00
	INVOICE: 10575								
	88434	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	829.00
	INVOICE: 10811								
	88435	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,506.00
	INVOICE: 8286								

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	88436	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	953.00
	INVOICE: 8551								
	88437	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,530.00
	INVOICE: 8668								
	88438	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,567.00
	INVOICE: 9004								
	88439	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,519.00
	INVOICE: 9693								
	88440	12/01/24		75639	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,525.00
	INVOICE: 9700								
	VENDOR TOTALS		106,686.00 YTD INVOICED				316,287.00 YTD PAID		18,608.00
119132	GLADNEY, BEVERLY								
	88442	12/01/24		75640	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,370.00
	INVOICE: 9879								
	VENDOR TOTALS		8,220.00 YTD INVOICED				24,336.00 YTD PAID		1,370.00
111586	GOFF, MARK								
	88443	12/01/24		75641	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,306.00
	INVOICE: 10641								
	VENDOR TOTALS		7,836.00 YTD INVOICED				23,959.00 YTD PAID		1,306.00
105399	GOLBAZ-HAGH, MASOUD								
	88525	12/01/24		75642	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,539.00
	INVOICE: 4601								
	VENDOR TOTALS		9,234.00 YTD INVOICED				26,678.00 YTD PAID		1,539.00
120993	H&JR DEVELOPMENT LLC.								
	88446	12/01/24		75643	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,770.00
	INVOICE: 9817								
	VENDOR TOTALS		30,961.00 YTD INVOICED				81,430.00 YTD PAID		1,770.00
100966	HANAFI, MOHAMMAD								
	88718	12/01/24		75644	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,660.00
	INVOICE: 4738								
	VENDOR TOTALS		10,108.00 YTD INVOICED				26,182.00 YTD PAID		1,660.00
101692	HANNA, ATEF								
	88263	12/01/24		75645	T	12/01/24	81544100 45904	HOUSING VOUCHER	495.00
	INVOICE: 10036								
	88264	12/01/24		75645	T	12/01/24	81544100 45904	HOUSING VOUCHER	351.00
	INVOICE: 4887								
	VENDOR TOTALS		5,125.00 YTD INVOICED				21,183.00 YTD PAID		846.00

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119116	HANNA, JOSEPH								
	88462	12/01/24		75646	T	12/01/24	81544100 45904	HOUSING VOUCHER	967.00
	INVOICE: 5082								
	VENDOR TOTALS	5,852.00 YTD INVOICED					17,171.00 YTD PAID		967.00
122151	HAWK MGMT, INC.								
	88447	12/01/24		75647	T	12/01/24	81544100 45904	HOUSING VOUCHER	988.00
	INVOICE: 8641								
	88448	12/01/24		75647	T	12/01/24	81544100 45904	HOUSING VOUCHER	887.00
	INVOICE: 9028								
	VENDOR TOTALS	10,740.00 YTD INVOICED					32,250.00 YTD PAID		1,875.00
122211	HAWTHORNE CHATEAU APTS., LTD								
	88449	12/01/24		75648	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,402.00
	INVOICE: 9620								
	VENDOR TOTALS	8,412.00 YTD INVOICED					24,605.00 YTD PAID		1,402.00
121644	HAWTHORNE PACIFIC ASSOCIATES, LP								
	88769	12/01/24		75649	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,159.00
	INVOICE: 10779								
	VENDOR TOTALS	6,954.00 YTD INVOICED					11,590.00 YTD PAID		1,159.00
115163	HAYWOOD, LARON								
	88481	12/01/24		75650	T	12/01/24	81544100 45904	HOUSING VOUCHER	935.00
	INVOICE: 4766								
	VENDOR TOTALS	16,620.00 YTD INVOICED					27,882.00 YTD PAID		935.00
113815	HEIBEL, WILLIAM								
	88450	12/01/24		75651	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,410.00
	INVOICE: 2229								
	VENDOR TOTALS	8,849.00 YTD INVOICED					23,467.00 YTD PAID		1,410.00
101156	HEMPHILL, RUBY								
	88896	12/01/24		75652	T	12/01/24	83440010 45904	HOUSING VOUCHER	983.00
	INVOICE: 10774								
	VENDOR TOTALS	5,898.00 YTD INVOICED					11,541.00 YTD PAID		983.00
118411	HENDERSON TRUST & RICK AND, COLLETE HENDERSON								
	88891	12/01/24		75653	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,288.00
	INVOICE: 10103								
	88892	12/01/24		75653	T	12/01/24	84440010 45904	HOUSING VOUCHER	649.00
	INVOICE: 10747								
	88893	12/01/24		75653	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,700.00
	INVOICE: 9390								

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VENDOR TOTALS		17,936.00 YTD INVOICED				52,337.00 YTD PAID		3,637.00
110755 HENRY, JAMES R.								
88455	12/01/24		75654	T	12/01/24	81544100 45904	HOUSING VOUCHER	776.00
INVOICE: 7021								
88456	12/01/24		75654	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,331.00
INVOICE: 9153								
VENDOR TOTALS		12,191.00 YTD INVOICED				24,031.00 YTD PAID		2,107.00
123723 HICKS, KELVIN								
88805	12/01/24		75655	T	12/01/24	81544100 45904	HOUSING VOUCHER	816.00
INVOICE: 10340								
VENDOR TOTALS		4,584.00 YTD INVOICED				12,042.00 YTD PAID		816.00
113153 HINKLE, M. SIMONNE								
88451	12/01/24		75656	T	12/01/24	81544100 45904	HOUSING VOUCHER	766.00
INVOICE: 10534								
88452	12/01/24		75656	T	12/01/24	81544100 45904	HOUSING VOUCHER	931.00
INVOICE: 9656								
VENDOR TOTALS		10,220.00 YTD INVOICED				30,833.00 YTD PAID		1,697.00
123622 HIRATA PROPERTIES, LLC.								
88771	12/01/24		75657	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,660.00
INVOICE: 10390								
88772	12/01/24		75657	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,559.00
INVOICE: 10659								
88773	12/01/24		75657	T	12/01/24	81544100 45904	HOUSING VOUCHER	583.00
INVOICE: 8096								
88774	12/01/24		75657	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,135.00
INVOICE: 8997								
88775	12/01/24		75657	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,340.00
INVOICE: 9456								
88776	12/01/24		75657	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,474.00
INVOICE: 9520								
VENDOR TOTALS		61,229.00 YTD INVOICED				183,133.00 YTD PAID		8,751.00
112248 HOANG, NGUYET								
88556	12/01/24		75658	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,064.00
INVOICE: 8788								
VENDOR TOTALS		6,384.00 YTD INVOICED				18,598.00 YTD PAID		1,064.00
101176 HOLLADAY, MARSHALL								
88523	12/01/24		75659	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,068.00
INVOICE: 2600								

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	VENDOR TOTALS	6,408.00 YTD INVOICED				18,654.00 YTD PAID			1,068.00
119642	HOUSING AUTHORITY OF THE, CITY OF LONG BEACH								
	88183	12/01/24		75661	T	12/01/24	83440020 45944	ADMIN FEES PAID - VOUCHER	106.44
	INVOICE: 10792								
	VENDOR TOTALS	14,294.64 YTD INVOICED				42,138.37 YTD PAID			106.44
110936	HOUSING AUTHORITY OF THE, COUNTY OF SAN BERNARDIN								
	88189	12/01/24		75660	T	12/01/24	83440020 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 10740								
	VENDOR TOTALS	25,795.64 YTD INVOICED				25,795.64 YTD PAID			100.28
119642	HOUSING AUTHORITY OF THE, CITY OF LONG BEACH								
	88512	12/01/24		75661	T	12/01/24	83440010 45904	HOUSING VOUCHER	2,276.00
	INVOICE: 10792								
	VENDOR TOTALS	14,294.64 YTD INVOICED				42,138.37 YTD PAID			2,276.00
110936	HOUSING AUTHORITY OF THE, COUNTY OF SAN BERNARDIN								
	88618	12/01/24		75660	T	12/01/24	83440010 45904	HOUSING VOUCHER	2,324.00
	INVOICE: 10740								
	88619	12/01/24		75660	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,233.00
	INVOICE: 4961								
	VENDOR TOTALS	25,795.64 YTD INVOICED				25,795.64 YTD PAID			3,557.00
116670	HOWARD, CHRISTINE								
	88453	12/01/24		75662	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,708.00
	INVOICE: 10509								
	VENDOR TOTALS	18,733.00 YTD INVOICED				57,960.00 YTD PAID			1,708.00
123879	HRW 13700 KORNBLUM LLC								
	88836	12/01/24		75663	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,381.00
	INVOICE: 10778								
	VENDOR TOTALS	8,286.00 YTD INVOICED				12,429.00 YTD PAID			1,381.00
96028	HUBERT-MITCHELL, JUDITH								
	88472	12/01/24		75664	T	12/01/24	81544100 45904	HOUSING VOUCHER	625.00
	INVOICE: 4786								
	88473	12/01/24		75664	T	12/01/24	81544100 45904	HOUSING VOUCHER	392.00
	INVOICE: 4885								
	VENDOR TOTALS	5,982.00 YTD INVOICED				18,404.00 YTD PAID			1,017.00
122522	HUNT ENTERPRISES, INC.								
	88454	12/01/24		75665	T	12/01/24	81544100 45904	HOUSING VOUCHER	383.00

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	INVOICE: 10600								
	VENDOR TOTALS	2,298.00 YTD INVOICED				7,156.00 YTD PAID			383.00
123479	INFINITY PROPERTY MANAGEMENT INC.								
	88777	12/01/24		75666	T	12/01/24	83440010 45904	HOUSING VOUCHER	790.00
	INVOICE: 10716								
	88778	12/01/24		75666	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,496.00
	INVOICE: 10722								
	VENDOR TOTALS	13,510.00 YTD INVOICED				40,398.00 YTD PAID			2,286.00
123217	IRD, LP								
	88779	12/01/24		75667	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,441.00
	INVOICE: 10701								
	88780	12/01/24		75667	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,144.00
	INVOICE: 10755								
	VENDOR TOTALS	12,999.00 YTD INVOICED				31,595.00 YTD PAID			2,585.00
123396	JAMISON, LARRY D.								
	88790	12/01/24		75668	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,307.00
	INVOICE: 10730								
	VENDOR TOTALS	7,822.00 YTD INVOICED				22,540.00 YTD PAID			1,307.00
114933	JEFFERIES, JOYCE E.								
	88469	12/01/24		75669	T	12/01/24	81544100 45904	HOUSING VOUCHER	304.00
	INVOICE: 9319								
	VENDOR TOTALS	2,046.00 YTD INVOICED				6,744.00 YTD PAID			304.00
122956	JENNIFER PAZZIA								
	88265	12/01/24		75670	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,900.00
	INVOICE: 4652								
	VENDOR TOTALS	11,400.00 YTD INVOICED				32,373.00 YTD PAID			1,900.00
123367	JODELE, TOMAS								
	88898	12/01/24		75671	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,302.00
	INVOICE: 1708								
	VENDOR TOTALS	7,812.00 YTD INVOICED				23,670.00 YTD PAID			1,302.00
119730	JOHNSON, NORIKO								
	88458	12/01/24		75672	T	12/01/24	81544100 45904	HOUSING VOUCHER	835.00
	INVOICE: 10106								
	VENDOR TOTALS	5,015.00 YTD INVOICED				15,172.00 YTD PAID			835.00
108271	JOHNSON, STEVE A.								

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	88640	12/01/24		75673	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,182.00
	INVOICE: 8398								
	VENDOR TOTALS	7,092.00 YTD INVOICED					22,866.00 YTD PAID		1,182.00
101465	JOHNSON, TERRY								
	88645	12/01/24		75674	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,532.00
	INVOICE: 10568								
	88646	12/01/24		75674	T	12/01/24	81544100 45904	HOUSING VOUCHER	961.00
	INVOICE: 9752								
	VENDOR TOTALS	14,418.00 YTD INVOICED					41,054.00 YTD PAID		2,493.00
123246	JONATHAN WEIR								
	88862	12/01/24		75675	T	12/01/24	81544100 45904	HOUSING VOUCHER	621.00
	INVOICE: 8824								
	VENDOR TOTALS	3,726.00 YTD INVOICED					17,842.00 YTD PAID		621.00
123425	JR AJ, LLC.								
	88822	12/01/24		75676	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,661.00
	INVOICE: 10696								
	88856	12/01/24		75676	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,278.00
	INVOICE: 8412								
	88868	12/01/24		75676	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,640.00
	INVOICE: 9482								
	VENDOR TOTALS	25,900.00 YTD INVOICED					90,251.00 YTD PAID		4,579.00
123887	JRAB PROPERTIES, LLC								
	88803	12/01/24		75677	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,896.00
	INVOICE: 10305								
	VENDOR TOTALS	11,376.00 YTD INVOICED					18,302.00 YTD PAID		1,896.00
118833	KANNIKE-MARTINS, JOSEPHINE								
	88465	12/01/24		75678	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,655.00
	INVOICE: 10559								
	88466	12/01/24		75678	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,430.00
	INVOICE: 10563								
	88467	12/01/24		75678	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,664.00
	INVOICE: 10806								
	VENDOR TOTALS	24,672.00 YTD INVOICED					63,597.00 YTD PAID		4,749.00
124222	KELLY DAVID FRENCH TRUST								
	88503	12/01/24		75679	T	12/01/24	81544100 45904	HOUSING VOUCHER	594.00
	INVOICE: 8649								
	VENDOR TOTALS	1,245.00 YTD INVOICED					1,245.00 YTD PAID		594.00

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121877	KGM LLC.								
	88475	12/01/24		75680	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,453.00
	INVOICE: 10467								
	VENDOR TOTALS		7,278.00 YTD INVOICED				8,858.00 YTD PAID		1,453.00
117978	KOBAYASHI, DAVID								
	88756	12/01/24		75681	T	12/01/24	81544100 45904	HOUSING VOUCHER	415.00
	INVOICE: 10060								
	88757	12/01/24		75681	T	12/01/24	81544100 45904	HOUSING VOUCHER	450.00
	INVOICE: 8860								
	VENDOR TOTALS		5,326.00 YTD INVOICED				17,713.00 YTD PAID		865.00
105118	KOLBY JR., RAYMOND T								
	88889	12/01/24		75682	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,231.00
	INVOICE: 9342								
	VENDOR TOTALS		9,366.00 YTD INVOICED				27,686.00 YTD PAID		1,231.00
123939	KOUTEK, NORMAN								
	88883	12/01/24		75683	T	12/01/24	81544100 45904	HOUSING VOUCHER	679.00
	INVOICE: 10775								
	88884	12/01/24		75683	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,672.00
	INVOICE: 9774								
	VENDOR TOTALS		14,106.00 YTD INVOICED				18,494.00 YTD PAID		2,351.00
123700	KSR HAWTHORNE 1 LLC								
	88848	12/01/24		75684	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,464.00
	INVOICE: 4101								
	VENDOR TOTALS		8,784.00 YTD INVOICED				35,033.00 YTD PAID		1,464.00
123701	KSR HAWTHORNE 2 LLC								
	88795	12/01/24		75685	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,385.00
	INVOICE: 10126								
	88801	12/01/24		75685	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,099.00
	INVOICE: 10277								
	88869	12/01/24		75685	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,389.00
	INVOICE: 9540								
	VENDOR TOTALS		23,277.00 YTD INVOICED				71,296.00 YTD PAID		3,873.00
123855	KSR SAN BERNARDINO LLC								
	88874	12/01/24		75686	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,127.00
	INVOICE: 9764								
	VENDOR TOTALS		6,294.00 YTD INVOICED				10,759.00 YTD PAID		1,127.00
123977	KUETEMAN, HELEN KARLENE								

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	88820	12/01/24		75687	T	12/01/24	83440010 45904	HOUSING VOUCHER	749.00
	INVOICE: 10693								
	VENDOR TOTALS		4,494.00 YTD INVOICED				6,142.00 YTD PAID		749.00
108846	KUHR ENTERPRISES								
	88478	12/01/24		75688	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,086.00
	INVOICE: 9648								
	VENDOR TOTALS		6,407.00 YTD INVOICED				18,050.00 YTD PAID		1,086.00
121862	KUMAMOTO, BRIAN A.								
	88490	12/01/24		75689	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,428.00
	INVOICE: 10459								
	VENDOR TOTALS		8,455.00 YTD INVOICED				24,547.00 YTD PAID		1,428.00
120290	LAM, DIEP								
	88404	12/01/24		75690	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,780.00
	INVOICE: 7050								
	VENDOR TOTALS		10,680.00 YTD INVOICED				30,317.00 YTD PAID		1,780.00
113862	LANEY, GARY								
	88479	12/01/24		75691	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,181.00
	INVOICE: 9654								
	VENDOR TOTALS		6,232.00 YTD INVOICED				17,017.00 YTD PAID		1,181.00
121310	LARSON, KIRBY								
	88483	12/01/24		75692	T	12/01/24	81544100 45904	HOUSING VOUCHER	943.00
	INVOICE: 4128								
	88484	12/01/24		75692	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,395.00
	INVOICE: 8754								
	88485	12/01/24		75692	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,388.00
	INVOICE: 9167								
	VENDOR TOTALS		22,356.00 YTD INVOICED				68,025.00 YTD PAID		3,726.00
124021	LAWRENCE AND DONNA COCKE FAMILY TRUST								
	88839	12/01/24		75693	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,425.00
	INVOICE: 10797								
	88842	12/01/24		75693	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,657.00
	INVOICE: 10807								
	VENDOR TOTALS		13,852.00 YTD INVOICED				15,277.00 YTD PAID		3,082.00
108097	LE, TIEN								
	88488	12/01/24		75694	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,195.00
	INVOICE: 10225								
	88491	12/01/24		75694	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,848.00

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	INVOICE: 10610								
	VENDOR TOTALS		18,258.00 YTD INVOICED				54,210.00 YTD PAID		3,043.00
101260	LEE, JUXIN (BOB)								
	88474	12/01/24		75695	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,725.00
	INVOICE: 2638								
	VENDOR TOTALS		10,350.00 YTD INVOICED				29,130.00 YTD PAID		1,725.00
122038	LEONARD, JOHN								
	88507	12/01/24		75696	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,690.00
	INVOICE: 10408								
	VENDOR TOTALS		9,915.00 YTD INVOICED				27,999.00 YTD PAID		1,690.00
123113	LESTER & JENNIFER CANO								
	88506	12/01/24		75697	T	12/01/24	81544100 45904	HOUSING VOUCHER	507.00
	INVOICE: 9971								
	VENDOR TOTALS		3,042.00 YTD INVOICED				8,382.00 YTD PAID		507.00
117147	LIMRA, LLC.								
	88508	12/01/24		75698	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,940.00
	INVOICE: 8900								
	VENDOR TOTALS		11,640.00 YTD INVOICED				35,208.00 YTD PAID		1,940.00
94084	LINCIR, TOM								
	88654	12/01/24		75699	T	12/01/24	81544100 45904	HOUSING VOUCHER	680.00
	INVOICE: 8500								
	VENDOR TOTALS		4,064.00 YTD INVOICED				18,452.00 YTD PAID		680.00
123316	LING, PAUL SIONG KUONG								
	88699	12/01/24		75700	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,150.00
	INVOICE: 4974								
	VENDOR TOTALS		6,970.00 YTD INVOICED				24,210.00 YTD PAID		1,150.00
123419	LING, PAUL SIONG KUONG								
	88827	12/01/24		75701	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,469.00
	INVOICE: 10725								
	VENDOR TOTALS		8,208.00 YTD INVOICED				23,130.00 YTD PAID		1,469.00
122559	LISSE MO, LLC.								
	88509	12/01/24		75702	T	12/01/24	81544100 45904	HOUSING VOUCHER	807.00
	INVOICE: 4714								

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	VENDOR TOTALS	5,922.00 YTD INVOICED				17,318.00 YTD PAID			807.00
122235	LLS GRP #3, LLC								
	88510	12/01/24		75703	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,728.00
	INVOICE: 10008								
	88511	12/01/24		75703	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,661.00
	INVOICE: 3883								
	VENDOR TOTALS	19,546.00 YTD INVOICED				57,408.00 YTD PAID			3,389.00
121100	LOMBARDO, JEANINE								
	88851	12/01/24		75704	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,657.00
	INVOICE: 4729								
	VENDOR TOTALS	9,942.00 YTD INVOICED				30,573.00 YTD PAID			1,657.00
124126	LOUIS HAHNE REVOCABLE TRUST								
	88865	12/01/24		75705	T	12/01/24	81544100 45904	HOUSING VOUCHER	691.00
	INVOICE: 9139								
	VENDOR TOTALS	4,542.00 YTD INVOICED				4,542.00 YTD PAID			691.00
103811	LOZANO, JESUS AND NATALIA								
	88513	12/01/24		75706	T	12/01/24	81544100 45904	HOUSING VOUCHER	327.00
	INVOICE: 9407								
	VENDOR TOTALS	2,210.00 YTD INVOICED				7,844.00 YTD PAID			327.00
112319	LUCHA, ENRIQUE								
	88416	12/01/24		75707	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,115.00
	INVOICE: 10545								
	VENDOR TOTALS	6,732.00 YTD INVOICED				20,420.00 YTD PAID			1,115.00
100503	LY, ANDY QUOC								
	88492	12/01/24		75708	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,247.00
	INVOICE: 10651								
	VENDOR TOTALS	7,505.00 YTD INVOICED				22,378.00 YTD PAID			1,247.00
119952	MALEK, FARSHID								
	88502	12/01/24		75709	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,571.00
	INVOICE: 8488								
	VENDOR TOTALS	9,015.00 YTD INVOICED				25,878.00 YTD PAID			1,571.00
101822	MALONEY, KEVIN								
	88788	12/01/24		75710	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,010.00
	INVOICE: 10117								
	88789	12/01/24		75710	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,249.00

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	INVOICE: 9435								
	VENDOR TOTALS		13,570.00 YTD INVOICED				35,756.00 YTD PAID		2,259.00
104604	MAO, NICK								
	88557	12/01/24		75711	T	12/01/24	81544100 45904	HOUSING VOUCHER	44.00
	INVOICE: 9782								
	VENDOR TOTALS		264.00 YTD INVOICED				603.00 YTD PAID		44.00
120949	MAOR, NOAM								
	88501	12/01/24		75712	T	12/01/24	81544100 45904	HOUSING VOUCHER	992.00
	INVOICE: 8323								
	VENDOR TOTALS		5,952.00 YTD INVOICED				17,325.00 YTD PAID		992.00
124192	MARIN MANAGEMENT, LLC.								
	88846	12/01/24		75713	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,854.00
	INVOICE: 10815								
	VENDOR TOTALS		4,545.00 YTD INVOICED				4,545.00 YTD PAID		1,854.00
115853	MARSELA DEVELOPMENT CORP.								
	88521	12/01/24		75714	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,395.00
	INVOICE: 9500								
	VENDOR TOTALS		8,252.00 YTD INVOICED				23,522.00 YTD PAID		1,395.00
107637	MARSH, JAMES								
	88522	12/01/24		75715	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,827.00
	INVOICE: 9184								
	VENDOR TOTALS		10,962.00 YTD INVOICED				31,624.00 YTD PAID		1,827.00
124280	MASSIMO, DONALD								
	88910	12/01/24		75716	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,376.00
	INVOICE: 10817								
	VENDOR TOTALS		4,435.00 YTD INVOICED				4,435.00 YTD PAID		2,376.00
122935	MATTHEWS FAMILY LIVING TRUST								
	88526	12/01/24		75717	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,500.00
	INVOICE: 10636								
	VENDOR TOTALS		9,000.00 YTD INVOICED				27,000.00 YTD PAID		1,500.00
121781	MEA PROPERTIES, LLC.								
	88880	12/01/24		75718	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,003.00
	INVOICE: 8417								

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	VENDOR TOTALS		6,018.00 YTD INVOICED				16,947.00 YTD PAID		1,003.00
120580	MESA PARK SOUTH, LLC.								
	88527	12/01/24		75719	T	12/01/24	81544100 45904	HOUSING VOUCHER	830.00
	INVOICE: 9563								
	88528	12/01/24		75719	T	12/01/24	81544100 45904	HOUSING VOUCHER	804.00
	INVOICE: 9571								
	VENDOR TOTALS		9,804.00 YTD INVOICED				30,006.00 YTD PAID		1,634.00
115116	MICHAEL, SAMIR								
	88529	12/01/24		75720	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,399.00
	INVOICE: 10089								
	88530	12/01/24		75720	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,655.00
	INVOICE: 10300								
	88531	12/01/24		75720	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,328.00
	INVOICE: 8632								
	VENDOR TOTALS		31,956.00 YTD INVOICED				61,112.00 YTD PAID		5,382.00
104002	MINGO, WILLIAM & RUBY								
	88533	12/01/24		75721	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,190.00
	INVOICE: 9771								
	VENDOR TOTALS		7,140.00 YTD INVOICED				25,280.00 YTD PAID		1,190.00
123677	MITTAL ASSETS, LP.								
	88831	12/01/24		75722	T	12/01/24	83440010 45904	HOUSING VOUCHER	467.00
	INVOICE: 10760								
	VENDOR TOTALS		3,364.00 YTD INVOICED				12,796.00 YTD PAID		467.00
123465	MITTAL LEGACY, LP.								
	88812	12/01/24		75723	T	12/01/24	81544100 45904	HOUSING VOUCHER	504.00
	INVOICE: 10603								
	88843	12/01/24		75723	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,232.00
	INVOICE: 10808								
	VENDOR TOTALS		9,720.00 YTD INVOICED				15,520.00 YTD PAID		2,736.00
123111	ML-12020 GREVILLEA LLC								
	88534	12/01/24		75724	T	12/01/24	81544100 45904	HOUSING VOUCHER	358.00
	INVOICE: 10039								
	VENDOR TOTALS		2,148.00 YTD INVOICED				12,158.00 YTD PAID		358.00
111620	MOBRICI, ALBERTO								
	88241	12/01/24		75725	T	12/01/24	81544100 45904	HOUSING VOUCHER	908.00
	INVOICE: 4684								

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		10,848.00 YTD INVOICED				34,367.00 YTD PAID		908.00
105400	MOGEL, JOSEPH								
	88463	12/01/24		75726	T	12/01/24	81544100 45904	HOUSING VOUCHER	875.00
	INVOICE: 10732								
	88464	12/01/24		75726	T	12/01/24	81544100 45904	HOUSING VOUCHER	978.00
	INVOICE: 9534								
	VENDOR TOTALS		10,534.00 YTD INVOICED				36,027.00 YTD PAID		1,853.00
112018	MONARK, LP								
	88535	12/01/24		75727	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,688.00
	INVOICE: 10752								
	VENDOR TOTALS		10,128.00 YTD INVOICED				31,296.00 YTD PAID		1,688.00
99468	MONGELLI, RICK								
	88607	12/01/24		75728	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,661.00
	INVOICE: 8707								
	VENDOR TOTALS		9,478.00 YTD INVOICED				26,252.00 YTD PAID		1,661.00
107461	MONICA WUERTH DAVIS								
	88881	12/01/24		75729	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,738.00
	INVOICE: 10043								
	88882	12/01/24		75729	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,109.00
	INVOICE: 10634								
	VENDOR TOTALS		18,910.00 YTD INVOICED				57,483.00 YTD PAID		2,847.00
30143	MONUS, BELA C								
	88536	12/01/24		75730	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,470.00
	INVOICE: 10281								
	88537	12/01/24		75730	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,795.00
	INVOICE: 10493								
	88538	12/01/24		75730	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,105.00
	INVOICE: 8113								
	88539	12/01/24		75730	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,377.00
	INVOICE: 8807								
	88540	12/01/24		75730	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,440.00
	INVOICE: 9420								
	VENDOR TOTALS		47,466.00 YTD INVOICED				139,506.00 YTD PAID		8,187.00
111172	MORA, RUBEN								
	88541	12/01/24		75731	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,612.00
	INVOICE: 4943								
	VENDOR TOTALS		9,672.00 YTD INVOICED				26,187.00 YTD PAID		1,612.00

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
123495	MOSCOL, JOANA MARIBEL								
	88830	12/01/24		75732	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,604.00
	INVOICE: 10741								
	VENDOR TOTALS	9,624.00 YTD INVOICED					28,104.00 YTD PAID		1,604.00
119610	MUNOZ, ERNESTO								
	88418	12/01/24		75733	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,384.00
	INVOICE: 10102								
	VENDOR TOTALS	8,318.00 YTD INVOICED					24,496.00 YTD PAID		1,384.00
110239	NAGER, JAY								
	88542	12/01/24		75734	T	12/01/24	81544100 45904	HOUSING VOUCHER	312.00
	INVOICE: 9397								
	VENDOR TOTALS	2,054.00 YTD INVOICED					6,724.00 YTD PAID		312.00
116979	NATIONAL COMMUNITY RENAISSANCE								
	88543	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	688.00
	INVOICE: 10259								
	88544	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,587.00
	INVOICE: 10348								
	88545	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,745.00
	INVOICE: 10668								
	88546	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,664.00
	INVOICE: 4099								
	88547	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,575.00
	INVOICE: 4104								
	88548	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,470.00
	INVOICE: 4247								
	88549	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,469.00
	INVOICE: 8531								
	88550	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,183.00
	INVOICE: 8563								
	88551	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	864.00
	INVOICE: 8687								
	88552	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,646.00
	INVOICE: 9312								
	88553	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,777.00
	INVOICE: 9327								
	88554	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	479.00
	INVOICE: 9337								
	88555	12/01/24		75735	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,103.00
	INVOICE: 9590								
	VENDOR TOTALS	108,298.00 YTD INVOICED					329,765.00 YTD PAID		17,250.00
123888	NC DEVELOPMENT GROUP, INC.								
	88853	12/01/24		75736	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,029.00
	INVOICE: 6056								

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	VENDOR TOTALS		5,935.00 YTD INVOICED				9,095.00 YTD PAID		1,029.00
109774	NEVAREZ, JOSE								
	88461	12/01/24		75737	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,736.00
	INVOICE: 9946								
	VENDOR TOTALS		10,416.00 YTD INVOICED				47,866.00 YTD PAID		1,736.00
121197	NGUYEN, MAI								
	88516	12/01/24		75738	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,762.00
	INVOICE: 10375								
	VENDOR TOTALS		10,572.00 YTD INVOICED				34,472.00 YTD PAID		1,762.00
120381	NGUYEN, STEVE								
	88641	12/01/24		75739	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,145.00
	INVOICE: 9047								
	VENDOR TOTALS		6,870.00 YTD INVOICED				20,687.00 YTD PAID		1,145.00
109058	NOUH, JOSEPHINE								
	88468	12/01/24		75740	T	12/01/24	81544100 45904	HOUSING VOUCHER	210.00
	INVOICE: 8484								
	VENDOR TOTALS		1,398.00 YTD INVOICED				4,844.00 YTD PAID		210.00
106411	NWOKO, JOHN								
	88457	12/01/24		75741	T	12/01/24	81544100 45904	HOUSING VOUCHER	699.00
	INVOICE: 8869								
	VENDOR TOTALS		4,194.00 YTD INVOICED				12,222.00 YTD PAID		699.00
121322	OKOOBOH, SYLVANUS								
	88558	12/01/24		75742	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,376.00
	INVOICE: 10120								
	88559	12/01/24		75742	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,363.00
	INVOICE: 10809								
	88560	12/01/24		75742	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,329.00
	INVOICE: 9625								
	VENDOR TOTALS		22,093.00 YTD INVOICED				64,854.00 YTD PAID		5,068.00
122967	OLIVARES, SAL								
	88499	12/01/24		75743	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,241.00
	INVOICE: 4755								
	88500	12/01/24		75743	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,703.00
	INVOICE: 4777								
	VENDOR TOTALS		16,934.00 YTD INVOICED				48,135.00 YTD PAID		2,944.00

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100096	ORANGE COUNTY HOUSING								
	88561	12/01/24		75744	T	12/01/24	81544100 45904	HOUSING VOUCHER	3,688.00
	INVOICE: 10171								
	88562	12/01/24		75744	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,682.00
	INVOICE: 10387								
	88563	12/01/24		75744	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,989.00
	INVOICE: 10392								
	88564	12/01/24		75744	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,551.00
	INVOICE: 10551								
	88565	12/01/24		75744	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,880.00
	INVOICE: 4656								
	VENDOR TOTALS		73,196.28 YTD INVOICED				205,484.88 YTD PAID		11,790.00
124006	PARKER, AAMINAH								
	88684	12/01/24		75745	T	12/01/24	83440010 45904	HOUSING VOUCHER	62.00
	INVOICE: 10717-U								
	VENDOR TOTALS		2,314.00 YTD INVOICED				2,461.00 YTD PAID		62.00
120180	PARSLEY, LLC.								
	88885	12/01/24		75746	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,600.00
	INVOICE: 10208								
	88886	12/01/24		75746	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,593.00
	INVOICE: 10608								
	88887	12/01/24		75746	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,314.00
	INVOICE: 9496								
	88888	12/01/24		75746	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,324.00
	INVOICE: 9987								
	VENDOR TOTALS		29,736.00 YTD INVOICED				84,389.00 YTD PAID		5,831.00
123502	PAZZIA, JENNIFER								
	88711	12/01/24		75747	T	12/01/24	81544100 45904	HOUSING VOUCHER	798.00
	INVOICE: 8976								
	88712	12/01/24		75747	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,513.00
	INVOICE: 9258								
	VENDOR TOTALS		19,478.00 YTD INVOICED				57,717.00 YTD PAID		3,311.00
102871	PETTWAY, VERRIE O.								
	88665	12/01/24		75748	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,781.00
	INVOICE: 9583								
	VENDOR TOTALS		25,039.00 YTD INVOICED				81,792.00 YTD PAID		2,781.00
114815	PINNACLE ACACIA LLC								
	88569	12/01/24		75749	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,633.00
	INVOICE: 10074								
	88570	12/01/24		75749	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,551.00
	INVOICE: 5023								

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	88571	12/01/24		75749	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,588.00
	INVOICE: 9180								
	88572	12/01/24		75749	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,646.00
	INVOICE: 9915								
	VENDOR TOTALS		37,362.00 YTD INVOICED				104,619.00 YTD PAID		6,418.00
120583	PINNACLE DOTY LLC.								
	88573	12/01/24		75750	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,640.00
	INVOICE: 10395								
	88574	12/01/24		75750	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,657.00
	INVOICE: 10399								
	88575	12/01/24		75750	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,611.00
	INVOICE: 9926								
	VENDOR TOTALS		27,176.00 YTD INVOICED				78,427.00 YTD PAID		4,908.00
118916	PINNACLE LEMOLI LLC.								
	88576	12/01/24		75751	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,538.00
	INVOICE: 10367								
	88577	12/01/24		75751	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,615.00
	INVOICE: 10431								
	88578	12/01/24		75751	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,116.00
	INVOICE: 10473								
	88579	12/01/24		75751	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,540.00
	INVOICE: 10476								
	VENDOR TOTALS		34,548.00 YTD INVOICED				104,336.00 YTD PAID		5,809.00
120470	POZZOULI FAMILY LLC.								
	88580	12/01/24		75752	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,065.00
	INVOICE: 10238								
	88581	12/01/24		75752	T	12/01/24	81544100 45904	HOUSING VOUCHER	901.00
	INVOICE: 10278								
	88582	12/01/24		75752	T	12/01/24	81544100 45904	HOUSING VOUCHER	14.00
	INVOICE: 10291								
	88583	12/01/24		75752	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,076.00
	INVOICE: 10303								
	88584	12/01/24		75752	T	12/01/24	81544100 45904	HOUSING VOUCHER	913.00
	INVOICE: 10345								
	88585	12/01/24		75752	T	12/01/24	83440010 45904	HOUSING VOUCHER	923.00
	INVOICE: 10742								
	88586	12/01/24		75752	T	12/01/24	81544100 45904	HOUSING VOUCHER	863.00
	INVOICE: 4952								
	88587	12/01/24		75752	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,314.00
	INVOICE: 6084								
	88588	12/01/24		75752	T	12/01/24	81544100 45904	HOUSING VOUCHER	864.00
	INVOICE: 8878								
	88589	12/01/24		75752	T	12/01/24	81544100 45904	HOUSING VOUCHER	810.00
	INVOICE: 9831								
	88590	12/01/24		75752	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,757.00

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INVOICE: 9996								
VENDOR TOTALS	60,258.00 YTD INVOICED					177,899.00 YTD PAID		10,500.00
121650 PRAIRIE RENTALS, LLC								
88591	12/01/24		75753	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,500.00
INVOICE: 10398								
VENDOR TOTALS	9,000.00 YTD INVOICED					26,700.00 YTD PAID		1,500.00
122042 PROFESSIONAL PROPERTY MANAGERS, INC.								
88592	12/01/24		75754	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,366.00
INVOICE: 10176								
88593	12/01/24		75754	T	12/01/24	81544100 45904	HOUSING VOUCHER	983.00
INVOICE: 10249								
88594	12/01/24		75754	T	12/01/24	81544100 45904	HOUSING VOUCHER	908.00
INVOICE: 10602								
88595	12/01/24		75754	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,410.00
INVOICE: 10700								
88596	12/01/24		75754	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,703.00
INVOICE: 10705								
88597	12/01/24		75754	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,328.00
INVOICE: 10729								
88599	12/01/24		75754	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,795.00
INVOICE: 10751								
88600	12/01/24		75754	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,583.00
INVOICE: 10759								
88601	12/01/24		75754	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,169.00
INVOICE: 2525								
88602	12/01/24		75754	T	12/01/24	81544100 45904	HOUSING VOUCHER	808.00
INVOICE: 4562								
88603	12/01/24		75754	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,195.00
INVOICE: 6018								
VENDOR TOTALS	89,946.00 YTD INVOICED					270,420.00 YTD PAID		14,248.00
123313 QUALITY DEVELOPMENT CORP.								
88471	12/01/24		75755	T	12/01/24	81544100 45904	HOUSING VOUCHER	941.00
INVOICE: 2719								
88787	12/01/24		75755	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,038.00
INVOICE: 8955								
VENDOR TOTALS	11,902.00 YTD INVOICED					45,615.00 YTD PAID		1,979.00
109045 QUERUBIN, JAMES & MYLENE								
88604	12/01/24		75756	T	12/01/24	81544100 45904	HOUSING VOUCHER	887.00
INVOICE: 5037								
VENDOR TOTALS	5,442.00 YTD INVOICED					15,985.00 YTD PAID		887.00
123704 R3 PROPERTIES 1 LLC								

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	88796	12/01/24		75757	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,313.00
	INVOICE: 10181								
	88806	12/01/24		75757	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,240.00
	INVOICE: 10386								
	88815	12/01/24		75757	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,008.00
	INVOICE: 10672								
	88823	12/01/24		75757	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,323.00
	INVOICE: 10703								
	88828	12/01/24		75757	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,912.00
	INVOICE: 10734								
	88876	12/01/24		75757	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,425.00
	INVOICE: 9921								
	VENDOR TOTALS		51,905.00 YTD INVOICED				105,553.00 YTD PAID		8,221.00
121412	RABNUB, LLC.								
	88605	12/01/24		75758	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,311.00
	INVOICE: 9251								
	VENDOR TOTALS		7,631.00 YTD INVOICED				20,270.00 YTD PAID		1,311.00
120613	RAEDEKE, MICHAEL JOHN								
	88863	12/01/24		75759	T	12/01/24	81544100 45904	HOUSING VOUCHER	839.00
	INVOICE: 8855								
	VENDOR TOTALS		15,974.00 YTD INVOICED				55,862.00 YTD PAID		839.00
98951	RAMSUNDAR, KHAIMWATTEE-13604 CHADRON								
	88489	12/01/24		75760	T	12/01/24	81544100 45904	HOUSING VOUCHER	707.00
	INVOICE: 10334								
	88504	12/01/24		75760	T	12/01/24	81544100 45904	HOUSING VOUCHER	845.00
	INVOICE: 9225								
	VENDOR TOTALS		9,546.00 YTD INVOICED				28,502.00 YTD PAID		1,552.00
123212	REAL PROPERTY MANAGEMENT INC.								
	88890	12/01/24		75761	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,161.00
	INVOICE: 10682								
	VENDOR TOTALS		6,966.00 YTD INVOICED				21,588.00 YTD PAID		1,161.00
114801	REAL, JOHN								
	88786	12/01/24		75762	T	12/01/24	81544100 45904	HOUSING VOUCHER	272.00
	INVOICE: 9939								
	VENDOR TOTALS		1,632.00 YTD INVOICED				5,850.00 YTD PAID		272.00
122281	REASON, EVELYN W.								
	88606	12/01/24		75763	T	12/01/24	81544100 45904	HOUSING VOUCHER	845.00
	INVOICE: 8749								

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	VENDOR TOTALS		5,105.00 YTD INVOICED				15,534.00 YTD PAID		845.00
123731	REED, LANCE								
	88833	12/01/24		75764	T	12/01/24	81544100 45904	HOUSING VOUCHER	545.00
	INVOICE: 10767								
	VENDOR TOTALS		4,438.00 YTD INVOICED				15,728.00 YTD PAID		545.00
120283	RICKS, PATRICIA								
	88566	12/01/24		75765	T	12/01/24	81544100 45904	HOUSING VOUCHER	827.00
	INVOICE: 10552								
	88567	12/01/24		75765	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,137.00
	INVOICE: 5036								
	88568	12/01/24		75765	T	12/01/24	81544100 45904	HOUSING VOUCHER	784.00
	INVOICE: 9451								
	VENDOR TOTALS		16,151.00 YTD INVOICED				48,089.00 YTD PAID		2,748.00
120616	RIDGWAY, JR., WILLIAM								
	88859	12/01/24		75766	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,596.00
	INVOICE: 8700								
	88875	12/01/24		75766	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,568.00
	INVOICE: 9823								
	VENDOR TOTALS		25,406.00 YTD INVOICED				76,628.00 YTD PAID		3,164.00
121872	RIVAS, JR., JOSE N.								
	88470	12/01/24		75767	T	12/01/24	81544100 45904	HOUSING VOUCHER	887.00
	INVOICE: 10523								
	VENDOR TOTALS		5,322.00 YTD INVOICED				24,468.00 YTD PAID		887.00
120585	RIVERA, STEFANY								
	88636	12/01/24		75768	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,118.00
	INVOICE: 4834								
	VENDOR TOTALS		6,708.00 YTD INVOICED				18,760.00 YTD PAID		1,118.00
119641	RIVERA, YOLY								
	88608	12/01/24		75769	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,309.00
	INVOICE: 10478								
	VENDOR TOTALS		7,854.00 YTD INVOICED				20,542.00 YTD PAID		1,309.00
121526	ROSALES PROPERTY INVESTMENTS INC.								
	88611	12/01/24		75770	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,164.00
	INVOICE: 8695								
	VENDOR TOTALS		7,739.00 YTD INVOICED				16,698.00 YTD PAID		1,164.00

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104881	ROSENBERG, BARBARA								
	88826	12/01/24		75771	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,550.00
	INVOICE: 10717								
	VENDOR TOTALS		9,300.00 YTD INVOICED				27,900.00 YTD PAID		1,550.00
122999	ROSS MOORE REALTY INC								
	88895	12/01/24		75772	T	12/01/24	83440010 45904	HOUSING VOUCHER	1,372.00
	INVOICE: 10708								
	VENDOR TOTALS		8,232.00 YTD INVOICED				25,812.00 YTD PAID		1,372.00
123211	ROULETTE, GAIL R.								
	88766	12/01/24		75773	T	12/01/24	81544100 45904	HOUSING VOUCHER	749.00
	INVOICE: 4265								
	VENDOR TOTALS		4,857.00 YTD INVOICED				17,989.00 YTD PAID		749.00
121988	ROUSSEVE, DARVI								
	88612	12/01/24		75774	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,712.00
	INVOICE: 8691								
	VENDOR TOTALS		10,113.00 YTD INVOICED				24,547.00 YTD PAID		1,712.00
123578	RT 2, LLC								
	88800	12/01/24		75775	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,661.00
	INVOICE: 10273								
	VENDOR TOTALS		9,204.00 YTD INVOICED				25,743.00 YTD PAID		1,661.00
123903	SAINT DANIEL BUILDING LLC.								
	88852	12/01/24		75776	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,092.00
	INVOICE: 4798								
	VENDOR TOTALS		6,367.00 YTD INVOICED				9,995.00 YTD PAID		1,092.00
123904	SAINT DAVID BUILDING LLC.								
	88864	12/01/24		75777	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,661.00
	INVOICE: 8980								
	VENDOR TOTALS		9,234.00 YTD INVOICED				14,902.00 YTD PAID		1,661.00
119012	SAINT MARK PROPERTY LLC.								
	88616	12/01/24		75778	T	12/01/24	81544100 45904	HOUSING VOUCHER	986.00
	INVOICE: 8265								
	VENDOR TOTALS		5,916.00 YTD INVOICED				17,093.00 YTD PAID		986.00
109912	SALMERON, FAUSTINO & ARACELY								
	88617	12/01/24		75779	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,986.00
	INVOICE: 9666								

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	VENDOR TOTALS		11,356.00 YTD INVOICED				14,218.00 YTD PAID		1,986.00
102029	SAMIA, IMELDA								
	88498	12/01/24		75780	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,092.00
	INVOICE: 4133								
	VENDOR TOTALS		6,567.00 YTD INVOICED				19,740.00 YTD PAID		1,092.00
115679	SAMMUT, TOM								
	88655	12/01/24		75781	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,013.00
	INVOICE: 9436								
	VENDOR TOTALS		5,973.00 YTD INVOICED				17,122.00 YTD PAID		1,013.00
117370	SANCHEZ, MANUEL								
	88519	12/01/24		75782	T	12/01/24	81544100 45904	HOUSING VOUCHER	766.00
	INVOICE: 10379								
	VENDOR TOTALS		4,596.00 YTD INVOICED				20,769.00 YTD PAID		766.00
111243	SANFORD, TERESA								
	88808	12/01/24		75783	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,868.00
	INVOICE: 10557								
	88854	12/01/24		75783	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,235.00
	INVOICE: 8017								
	88870	12/01/24		75783	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,261.00
	INVOICE: 9551								
	VENDOR TOTALS		29,070.00 YTD INVOICED				91,196.00 YTD PAID		5,364.00
121206	SCOTT, FRED								
	88620	12/01/24		75784	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,486.00
	INVOICE: 10258								
	88621	12/01/24		75784	T	12/01/24	81544100 45904	HOUSING VOUCHER	791.00
	INVOICE: 10770								
	88622	12/01/24		75784	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,207.00
	INVOICE: 9998								
	VENDOR TOTALS		20,889.00 YTD INVOICED				59,586.00 YTD PAID		3,484.00
106104	SCOTT, FRED A. & EMMA L.								
	88623	12/01/24		75785	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,166.00
	INVOICE: 8030								
	VENDOR TOTALS		6,996.00 YTD INVOICED				21,254.00 YTD PAID		1,166.00
122385	SCROGGINS, FRANK								
	88624	12/01/24		75786	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,478.00
	INVOICE: 10546								

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	VENDOR TOTALS	8,874.00 YTD INVOICED				26,065.00 YTD PAID			1,478.00
120252	SF KINGS TOWER PROPERTIES LLC.								
	88626	12/01/24		75787	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,090.00
	INVOICE: 7088								
	88627	12/01/24		75787	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,325.00
	INVOICE: 9453								
	VENDOR TOTALS	26,909.00 YTD INVOICED				78,919.00 YTD PAID			2,415.00
121972	SHORE WEST PROPERTIES, LLC.								
	88628	12/01/24		75788	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,042.00
	INVOICE: 10421								
	88629	12/01/24		75788	T	12/01/24	81544100 45904	HOUSING VOUCHER	730.00
	INVOICE: 8721								
	88630	12/01/24		75788	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,920.00
	INVOICE: 9080								
	VENDOR TOTALS	21,716.00 YTD INVOICED				63,204.00 YTD PAID			3,692.00
119834	SHORTER, JEFFREY A.								
	88631	12/01/24		75789	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,533.00
	INVOICE: 4596								
	VENDOR TOTALS	9,198.00 YTD INVOICED				26,550.00 YTD PAID			1,533.00
117711	SIMERAL, STEVE								
	88632	12/01/24		75790	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,438.00
	INVOICE: 10657								
	88633	12/01/24		75790	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,049.00
	INVOICE: 9533								
	VENDOR TOTALS	18,226.00 YTD INVOICED				52,614.00 YTD PAID			3,487.00
106124	SINGLETON, JANET N								
	88634	12/01/24		75791	T	12/01/24	81544100 45904	HOUSING VOUCHER	880.00
	INVOICE: 10439								
	VENDOR TOTALS	4,948.00 YTD INVOICED				14,680.00 YTD PAID			880.00
111337	SMITH, VIOLA M.								
	88897	12/01/24		75792	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,360.00
	INVOICE: 10721								
	VENDOR TOTALS	8,115.00 YTD INVOICED				23,493.00 YTD PAID			1,360.00
123703	SMR 1 LLC								
	88811	12/01/24		75793	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,325.00
	INVOICE: 10594								

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	VENDOR TOTALS		7,950.00 YTD INVOICED				22,270.00 YTD PAID		1,325.00
104618	SOTO, RUTH								
	88615	12/01/24		75794	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,661.00
	INVOICE: 8978								
	VENDOR TOTALS		9,189.00 YTD INVOICED				25,969.00 YTD PAID		1,661.00
122922	SPACE ODYSSEY, LLC.								
	88635	12/01/24		75795	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,095.00
	INVOICE: 10676								
	VENDOR TOTALS		8,418.00 YTD INVOICED				20,122.00 YTD PAID		2,095.00
123779	STANDIFER SR, DELBERT								
	88845	12/01/24		75796	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,669.00
	INVOICE: 10814								
	VENDOR TOTALS		12,578.00 YTD INVOICED				23,666.00 YTD PAID		1,669.00
103194	STEPHENSON, RUDDIE L.								
	88637	12/01/24		75797	T	12/01/24	81544100 45904	HOUSING VOUCHER	905.00
	INVOICE: 10359								
	88638	12/01/24		75797	T	12/01/24	81544100 45904	HOUSING VOUCHER	363.00
	INVOICE: 3480								
	88639	12/01/24		75797	T	12/01/24	81544100 45904	HOUSING VOUCHER	846.00
	INVOICE: 9282								
	VENDOR TOTALS		12,684.00 YTD INVOICED				50,687.00 YTD PAID		2,114.00
116817	SUKARTO, NANY								
	88642	12/01/24		75798	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,022.00
	INVOICE: 4792								
	88643	12/01/24		75798	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,454.00
	INVOICE: 8867								
	88644	12/01/24		75798	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,168.00
	INVOICE: 8939								
	VENDOR TOTALS		33,456.00 YTD INVOICED				109,128.00 YTD PAID		5,644.00
123758	TAYLOR, CLAUDETTE L.								
	88832	12/01/24		75799	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,617.00
	INVOICE: 10766								
	VENDOR TOTALS		9,375.00 YTD INVOICED				22,412.00 YTD PAID		1,617.00
119666	THE MONTECITO APTS. INVESTMENT, LP								
	88647	12/01/24		75800	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,429.00
	INVOICE: 4754								
	88648	12/01/24		75800	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,547.00

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	INVOICE: 5024								
	88649	12/01/24		75800	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,197.00
	INVOICE: 5048								
	VENDOR TOTALS		24,900.00 YTD INVOICED				72,281.00 YTD PAID		4,173.00
119883	TARLOW, MARVIN								
	88650	12/01/24		75801	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,114.00
	INVOICE: 10099								
	VENDOR TOTALS		6,624.00 YTD INVOICED				19,639.00 YTD PAID		1,114.00
122416	THREE RAINBOWS LLC.								
	88651	12/01/24		75802	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,769.00
	INVOICE: 10547								
	88652	12/01/24		75802	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,473.00
	INVOICE: 9038								
	VENDOR TOTALS		19,166.00 YTD INVOICED				56,706.00 YTD PAID		3,242.00
113165	TOBAR, LUIS								
	88653	12/01/24		75803	T	12/01/24	81544100 45904	HOUSING VOUCHER	561.00
	INVOICE: 10596								
	VENDOR TOTALS		3,366.00 YTD INVOICED				10,368.00 YTD PAID		561.00
122711	TOMI LYNN KATZ FAMILY TRUST								
	88656	12/01/24		75804	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,238.00
	INVOICE: 10512								
	VENDOR TOTALS		20,443.00 YTD INVOICED				63,136.00 YTD PAID		1,238.00
115015	TOWNSEND, LATANYA								
	88658	12/01/24		75805	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,278.00
	INVOICE: 10079								
	88659	12/01/24		75805	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,538.00
	INVOICE: 9332								
	VENDOR TOTALS		17,169.00 YTD INVOICED				46,138.00 YTD PAID		2,816.00
119386	TRAN, TRINH								
	88660	12/01/24		75806	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,133.00
	INVOICE: 10368								
	88661	12/01/24		75806	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,308.00
	INVOICE: 8934								
	VENDOR TOTALS		14,646.00 YTD INVOICED				40,141.00 YTD PAID		2,441.00
109127	TRUJILLO, DANIEL								
	88390	12/01/24		75807	T	12/01/24	81544100 45904	HOUSING VOUCHER	527.00
	INVOICE: 8460								

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	VENDOR TOTALS	2,988.00 YTD INVOICED				7,675.00 YTD PAID			527.00
123667	TRUONG, NICOLE								
	88867	12/01/24		75808	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,719.00
	INVOICE: 9338								
	VENDOR TOTALS	10,314.00 YTD INVOICED				25,450.00 YTD PAID			1,719.00
103619	TUCKER, LENVILLE H.								
	88663	12/01/24		75809	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,579.00
	INVOICE: 7040								
	VENDOR TOTALS	17,721.00 YTD INVOICED				56,862.00 YTD PAID			1,579.00
107689	UMUKORO, JAMES								
	88903	12/01/24		75810	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,678.00
	INVOICE: 10810								
	88904	12/01/24		75810	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,987.00
	INVOICE: 8462								
	88905	12/01/24		75810	T	12/01/24	81544100 45904	HOUSING VOUCHER	563.00
	INVOICE: 9289								
	VENDOR TOTALS	53,691.00 YTD INVOICED				204,334.00 YTD PAID			4,228.00
123449	VELASQUEZ, ROBERTO								
	88847	12/01/24		75811	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,663.00
	INVOICE: 3157								
	VENDOR TOTALS	9,258.00 YTD INVOICED				25,330.00 YTD PAID			1,663.00
123143	VIDJAK, FRANK V.								
	88861	12/01/24		75812	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,124.00
	INVOICE: 8812								
	VENDOR TOTALS	6,744.00 YTD INVOICED				19,637.00 YTD PAID			1,124.00
116891	VISCOT VENTURES, LLC								
	88906	12/01/24		75813	T	12/01/24	83440010 45904	HOUSING VOUCHER	727.00
	INVOICE: 10687								
	VENDOR TOTALS	9,027.00 YTD INVOICED				30,963.00 YTD PAID			727.00
123979	WALKER, JENNIFER LEIGH								
	88685	12/01/24		75814	T	12/01/24	81544100 45904	HOUSING VOUCHER	189.00
	INVOICE: 10756-U								
	VENDOR TOTALS	1,134.00 YTD INVOICED				1,518.00 YTD PAID			189.00
110341	WALTER, MELVIN E.								
	88666	12/01/24		75815	T	12/01/24	81544100 45904	HOUSING VOUCHER	2,439.00

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	INVOICE: 10233								
	88667	12/01/24		75815	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,547.00
	INVOICE: 10400								
	VENDOR TOTALS	24,033.00 YTD INVOICED					47,255.00 YTD PAID		3,986.00
107712	WARD, JULIUS								
	88494	12/01/24		75816	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,545.00
	INVOICE: 10771								
	88495	12/01/24		75816	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,328.00
	INVOICE: 10772								
	VENDOR TOTALS	16,214.00 YTD INVOICED					38,984.00 YTD PAID		2,873.00
100596	WATSON, HUBERT								
	88668	12/01/24		75817	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,253.00
	INVOICE: 10352								
	88669	12/01/24		75817	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,265.00
	INVOICE: 10358								
	88670	12/01/24		75817	T	12/01/24	81544100 45904	HOUSING VOUCHER	714.00
	INVOICE: 10462								
	88671	12/01/24		75817	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,200.00
	INVOICE: 10609								
	88672	12/01/24		75817	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,343.00
	INVOICE: 10648								
	88673	12/01/24		75817	T	12/01/24	83440010 45904	HOUSING VOUCHER	745.00
	INVOICE: 10728								
	88674	12/01/24		75817	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,761.00
	INVOICE: 10757								
	VENDOR TOTALS	67,191.00 YTD INVOICED					222,158.00 YTD PAID		8,281.00
104447	WHISTLER, YUOVENE								
	88909	12/01/24		75818	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,293.00
	INVOICE: 4728								
	VENDOR TOTALS	7,758.00 YTD INVOICED					23,454.00 YTD PAID		1,293.00
121311	WHITE, FREDDIE								
	88678	12/01/24		75819	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,024.00
	INVOICE: 5094								
	VENDOR TOTALS	6,144.00 YTD INVOICED					17,145.00 YTD PAID		1,024.00
107451	WIJESIRIWARDENA, LASANTHA								
	88486	12/01/24		75820	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,220.00
	INVOICE: 8899								
	VENDOR TOTALS	6,896.00 YTD INVOICED					20,396.00 YTD PAID		1,220.00
121801	WILLIAMS, MARSHALL								

PAID INVOICES REPORT

CHECK: H120124 TO FISCAL 2025/06 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	88524	12/01/24		75821	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,380.00
	INVOICE: 9067								
	VENDOR TOTALS		8,280.00 YTD INVOICED				24,700.00 YTD PAID		1,380.00
111459	WILSON, TERI								
	88907	12/01/24		75822	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,468.00
	INVOICE: 10475								
	88908	12/01/24		75822	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,410.00
	INVOICE: 10712								
	VENDOR TOTALS		16,617.00 YTD INVOICED				48,328.00 YTD PAID		2,878.00
108377	WRIGHT, PAMELA D.								
	88679	12/01/24		75823	T	12/01/24	84440010 45904	HOUSING VOUCHER	1,261.00
	INVOICE: 10746								
	88680	12/01/24		75823	T	12/01/24	81544100 45904	HOUSING VOUCHER	926.00
	INVOICE: 8234								
	VENDOR TOTALS		13,122.00 YTD INVOICED				38,771.00 YTD PAID		2,187.00
110909	WYNNE, MARJORIE								
	88520	12/01/24		75824	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,861.00
	INVOICE: 8332								
	VENDOR TOTALS		11,166.00 YTD INVOICED				32,909.00 YTD PAID		1,861.00
124279	11651 - 11652 YORK AVENUE, LLC.								
	88497	12/01/24		75825	T	12/01/24	81544100 45904	HOUSING VOUCHER	856.00
	INVOICE: 10822								
	VENDOR TOTALS		1,541.00 YTD INVOICED				1,541.00 YTD PAID		856.00
123707	YORK ROSE LLC								
	88857	12/01/24		75826	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,798.00
	INVOICE: 8422								
	VENDOR TOTALS		10,788.00 YTD INVOICED				23,557.00 YTD PAID		1,798.00
91877	ZAPF (12318 BIRCH AVE), RODNEY								
	88609	12/01/24		75827	T	12/01/24	81544100 45904	HOUSING VOUCHER	1,408.00
	INVOICE: 10656								
	VENDOR TOTALS		8,448.00 YTD INVOICED				30,465.00 YTD PAID		1,408.00
115662	ZAPF (12726 TRURO), ROD								
	88610	12/01/24		75828	T	12/01/24	81544100 45904	HOUSING VOUCHER	993.00
	INVOICE: 9963								
	VENDOR TOTALS		5,958.00 YTD INVOICED				18,923.00 YTD PAID		993.00

PAID INVOICES REPORT

CHECK: H120124 TO FISCAL 2025/06 07/01/2023 TO 06/30/2025

VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
							REPORT TOTALS	895,866.72

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	316	895,866.72

** END OF REPORT - Generated by Shuntell Dixon **

PAID INVOICES REPORT

CHECK: H120124B TO FISCAL 2025/06 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
105745	13615 CERISE AVENUE L.P.								
	88194	12/01/24		75829	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,809.00
	INVOICE: 10595								
	VENDOR TOTALS	64,639.00 YTD INVOICED					175,048.00 YTD PAID		1,809.00
97386	ANASTASI CONSTRUCTION COMPANY, INC.								
	88247	12/01/24		75830	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,429.00
	INVOICE: 10653								
	VENDOR TOTALS	58,009.00 YTD INVOICED					176,646.00 YTD PAID		1,429.00
101241	BENNETT, MARY E.								
	88268	12/01/24		75831	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,550.00
	INVOICE: 10490								
	88269	12/01/24		75831	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,971.00
	INVOICE: 10517								
	VENDOR TOTALS	37,471.00 YTD INVOICED					93,330.00 YTD PAID		4,521.00
123208	BJ PROPERTY MANAGEMENT INC.								
	88271	12/01/24		75832	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,430.00
	INVOICE: 10723								
	88914	11/01/24		75832	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,430.00
	INVOICE: 10723-1								
	88941	10/01/24		75832	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,430.00
	INVOICE: 10723-1								
	VENDOR TOTALS	8,464.00 YTD INVOICED					26,460.00 YTD PAID		4,290.00
121731	BRADLEY, ROBERT								
	88280	12/01/24		75833	T	12/01/24	82044100 45904	HOUSING VOUCHER	987.00
	INVOICE: 10790								
	VENDOR TOTALS	15,546.00 YTD INVOICED					35,540.00 YTD PAID		987.00
121492	CHADRON TERRACE, LLC.								
	88334	12/01/24		75834	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,937.00
	INVOICE: 10510								
	88335	12/01/24		75834	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,496.00
	INVOICE: 10513								
	88337	12/01/24		75834	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,337.00
	INVOICE: 10520								
	88346	12/01/24		75834	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,538.00
	INVOICE: 10583								
	88347	12/01/24		75834	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,517.00
	INVOICE: 10601								
	88348	12/01/24		75834	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,482.00
	INVOICE: 10628								
	88349	12/01/24		75834	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,555.00
	INVOICE: 10638								

PAID INVOICES REPORT

CHECK: H120124B TO FISCAL 2025/06 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	314,882.00 YTD INVOICED				980,641.00 YTD PAID			12,862.00
107554	CHIKWENDU, KIERAN								
	88476	12/01/24		75835	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,448.00
	INVOICE: 10611								
	VENDOR TOTALS	23,580.00 YTD INVOICED				64,716.00 YTD PAID			2,448.00
103417	CITY OF INGLEWOOD								
	88177	12/01/24		75836	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 10412								
	88178	12/01/24		75836	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	95.40
	INVOICE: 10448								
	88179	12/01/24		75836	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 3518								
	88180	12/01/24		75836	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 4891								
	88181	12/01/24		75836	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	95.40
	INVOICE: 9359								
	VENDOR TOTALS	49,216.56 YTD INVOICED				139,196.72 YTD PAID			491.64
108869	COMPTON HOUSING AUTHORITY								
	88182	12/01/24		75837	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 10550								
	VENDOR TOTALS	8,225.12 YTD INVOICED				8,225.12 YTD PAID			100.28
102245	CRC MANAGEMENT INC.								
	88733	12/01/24		75838	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,900.00
	INVOICE: 10785								
	VENDOR TOTALS	279,629.00 YTD INVOICED				755,387.00 YTD PAID			1,900.00
111173	ELLIS, STEPHANIE								
	88932	11/01/24		75839	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,783.00
	INVOICE: 10813-1								
	88946	10/01/24		75839	T	12/01/24	82044100 45904	HOUSING VOUCHER	805.00
	INVOICE: 10813-1								
	VENDOR TOTALS	4,371.00 YTD INVOICED				4,371.00 YTD PAID			2,588.00
122420	FLOYD JR., KING S.								
	88421	12/01/24		75840	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,320.00
	INVOICE: 10555								
	VENDOR TOTALS	13,912.00 YTD INVOICED				41,728.00 YTD PAID			2,320.00
120993	H&JR DEVELOPMENT LLC.								
	88444	12/01/24		75841	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,630.00

PAID INVOICES REPORT

CHECK: H120124B TO FISCAL 2025/06 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 10556								
	88445	12/01/24		75841	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,719.00
	INVOICE: 10805								
	88919	11/01/24		75841	T	12/01/24	82044100 45904	HOUSING VOUCHER	231.00
	INVOICE: 10556-1								
	88943	10/01/24		75841	T	12/01/24	82044100 45904	HOUSING VOUCHER	231.00
	INVOICE: 10556-1								
	VENDOR TOTALS	36,772.00 YTD INVOICED					87,241.00 YTD PAID		5,811.00
115163	HAYWOOD, LARON								
	88480	12/01/24		75842	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,202.00
	INVOICE: 10795								
	88962	11/01/24		75842	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,202.00
	INVOICE: 10795-1								
	VENDOR TOTALS	21,024.00 YTD INVOICED					32,286.00 YTD PAID		4,404.00
123622	HIRATA PROPERTIES, LLC.								
	88770	12/01/24		75843	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,750.00
	INVOICE: 10133								
	VENDOR TOTALS	62,979.00 YTD INVOICED					184,883.00 YTD PAID		1,750.00
110936	HOUSING AUTHORITY OF THE, COUNTY OF SAN BERNARDIN								
	88190	12/01/24		75844	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 4961								
	VENDOR TOTALS	25,895.92 YTD INVOICED					25,895.92 YTD PAID		100.28
123397	LEMOLI PARTNERS-93, A CALIFORNIA PARTNERSHIP								
	88879	12/01/24		75845	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,517.00
	INVOICE: 10719								
	VENDOR TOTALS	14,897.00 YTD INVOICED					42,375.00 YTD PAID		2,517.00
124277	LFD LEMOLI LLC.								
	88614	12/01/24		75846	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,701.00
	INVOICE: 10818								
	88927	11/01/24		75846	T	12/01/24	82044100 45904	HOUSING VOUCHER	907.00
	INVOICE: 10818-1								
	VENDOR TOTALS	2,608.00 YTD INVOICED					2,608.00 YTD PAID		2,608.00
123963	MORAN, ALEX MILTON								
	88683	12/01/24		75847	T	12/01/24	82044100 45904	HOUSING VOUCHER	18.00
	INVOICE: 10785-U								
	VENDOR TOTALS	108.00 YTD INVOICED					180.00 YTD PAID		18.00
100096	ORANGE COUNTY HOUSING								

PAID INVOICES REPORT

CHECK: H120124B TO FISCAL 2025/06 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	88184	12/01/24		75848	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 10171								
	88185	12/01/24		75848	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 10387								
	88186	12/01/24		75848	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 10392								
	88187	12/01/24		75848	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 10551								
	88188	12/01/24		75848	T	12/01/24	81044010 45944	ADMIN FEES PAID - VOUCHER	100.28
	INVOICE: 4656								
	VENDOR TOTALS		73,697.68 YTD INVOICED				205,986.28 YTD PAID		501.40
102871	PETTWAY, VERRIE O.								
	88664	12/01/24		75849	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,407.00
	INVOICE: 10762								
	VENDOR TOTALS		26,446.00 YTD INVOICED				83,199.00 YTD PAID		1,407.00
122042	PROFESSIONAL PROPERTY MANAGERS, INC.								
	88598	12/01/24		75850	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,493.00
	INVOICE: 10738								
	VENDOR TOTALS		91,439.00 YTD INVOICED				271,913.00 YTD PAID		1,493.00
123704	R3 PROPERTIES 1 LLC								
	88797	12/01/24		75851	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,222.00
	INVOICE: 10215								
	VENDOR TOTALS		54,127.00 YTD INVOICED				107,775.00 YTD PAID		2,222.00
120613	RAEDEKE, MICHAEL JOHN								
	88829	12/01/24		75852	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,188.00
	INVOICE: 10739								
	VENDOR TOTALS		18,162.00 YTD INVOICED				58,050.00 YTD PAID		2,188.00
120252	SF KINGS TOWER PROPERTIES LLC.								
	88625	12/01/24		75853	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,559.00
	INVOICE: 10763								
	VENDOR TOTALS		29,468.00 YTD INVOICED				81,478.00 YTD PAID		2,559.00
109678	SHEPHERD, DEREK								
	88514	12/01/24		75854	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,149.00
	INVOICE: 10624								
	VENDOR TOTALS		11,900.00 YTD INVOICED				31,948.00 YTD PAID		2,149.00
123779	STANDIFER SR, DELBERT								
	88835	12/01/24		75855	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,848.00

PAID INVOICES REPORT

CHECK: H120124B TO FISCAL 2025/06 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 10773								
	VENDOR TOTALS	14,426.00 YTD INVOICED				25,514.00 YTD PAID			1,848.00
122711	TOMI LYNN KATZ FAMILY TRUST								
	88657	12/01/24		75856	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,603.00
	INVOICE: 10664								
	VENDOR TOTALS	23,046.00 YTD INVOICED				65,739.00 YTD PAID			2,603.00
103619	TUCKER, LENVILLE H.								
	88662	12/01/24		75857	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,761.00
	INVOICE: 10536								
	VENDOR TOTALS	19,482.00 YTD INVOICED				58,623.00 YTD PAID			1,761.00
107689	UMUKORO, JAMES								
	88899	12/01/24		75858	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,524.00
	INVOICE: 10450								
	88900	12/01/24		75858	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,251.00
	INVOICE: 10590								
	88901	12/01/24		75858	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,680.00
	INVOICE: 10768								
	88902	12/01/24		75858	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,984.00
	INVOICE: 10800								
	VENDOR TOTALS	61,130.00 YTD INVOICED				211,773.00 YTD PAID			7,439.00
100596	WATSON, HUBERT								
	88675	12/01/24		75859	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,998.00
	INVOICE: 10761								
	88676	12/01/24		75859	T	12/01/24	82044100 45904	HOUSING VOUCHER	1,407.00
	INVOICE: 9106								
	VENDOR TOTALS	70,596.00 YTD INVOICED				225,563.00 YTD PAID			3,405.00
122062	WEAVER, KAREN								
	88677	12/01/24		75860	T	12/01/24	82044100 45904	HOUSING VOUCHER	2,224.00
	INVOICE: 10488								
	VENDOR TOTALS	12,710.00 YTD INVOICED				35,344.00 YTD PAID			2,224.00
								REPORT TOTALS	84,753.60

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	32	84,753.60

** END OF REPORT - Generated by Shuntell Dixon **

CITY OF HAWTHORNE

FOR THE MEETING OF DECEMBER 10, 2024

ORIGINATING DEPARTMENT: FINANCE

The City Treasurer submits the following Asset Forfeiture Warrants for your approval:

	Warrant #s			
Date	**Start**	**Ending**	**Warrant type**	**Total $**
11/26/24	10999	11008	ASSET FORFEITURE	61,215.43
*** Emergency Issue - for ratification only**				61,215.43

State of California, County of Los Angeles SS:

The foregoing claims/demands/warrants have been filed with me; each one bearing an endorsement of the officer or employee of the department, requiring same, that the price is correct.

_____ City Treasurer

_____ City Clerk

PAID INVOICES REPORT

CHECK: AF112624 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
117149	ADVANCED AIR, LLC.								
	86931	11/06/24	20	10999	T	11/26/24	23002244 45144	GASOLINE & OIL	2,153.75
	INVOICE: October 2024								
	VENDOR TOTALS		6,192.65 YTD INVOICED				18,029.75 YTD PAID		2,153.75
124016	EGM FLYING SERVICES								
	86752	11/01/24		11000	T	11/26/24	23021020 40514	CONTRACT SERVICES	2,415.00
	INVOICE: 007								
	VENDOR TOTALS		5,915.00 YTD INVOICED				11,410.00 YTD PAID		2,415.00
123764	FIRSTTWO, INC.								
	87095	10/30/24	2547	11001	T	11/26/24	23021020 40514	CONTRACT SERVICES	9,600.00
	INVOICE: 2593								
	VENDOR TOTALS		9,600.00 YTD INVOICED				16,800.00 YTD PAID		9,600.00
123989	FORCEMETRICS INC.								
	86930	11/05/24	1932	11002	T	11/26/24	23021020 40514	CONTRACT SERVICES	24,300.00
	INVOICE: ML032								
	VENDOR TOTALS		24,300.00 YTD INVOICED				24,300.00 YTD PAID		24,300.00
124233	GWR CA, LLC.								
	87096	08/20/24	2545	11003	T	11/26/24	23021020 40514	CONTRACT SERVICES	6,000.00
	INVOICE: 21871								
	VENDOR TOTALS		6,000.00 YTD INVOICED				6,000.00 YTD PAID		6,000.00
121803	KURT FISCHER STRUCTURAL								
	86749	10/26/24		11004	T	11/26/24	23021020 40514	CONTRACT SERVICES	2,250.00
	INVOICE: 10728								
	VENDOR TOTALS		2,250.00 YTD INVOICED				25,349.67 YTD PAID		2,250.00
123899	M & S AIR SUPPLY, INC.								
	86750	11/01/24		11005	T	11/26/24	23002244 42014	REPAIR & MAINTENANCE SUPP	2,764.44
	INVOICE: 19210								
	VENDOR TOTALS		3,016.69 YTD INVOICED				7,652.92 YTD PAID		2,764.44
123344	SOUTH BAY VITAL SIGNS								
	86512	09/26/24		11006	T	11/26/24	23021020 47404	MACHINERY & EQUIPMENT	2,972.88
	INVOICE: 22211								
	VENDOR TOTALS		2,972.88 YTD INVOICED				2,972.88 YTD PAID		2,972.88
118883	SPECIAL SERVICES GROUP, LLC.								
	87102	11/12/24	2546	11007	T	11/26/24	23021020 47404	MACHINERY & EQUIPMENT	7,020.00
	INVOICE: 18701								

PAID INVOICES REPORT

CHECK: AF112624 TO FISCAL 2025/05 07/01/2023 TO 06/30/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		8,172.11 YTD INVOICED				15,249.83 YTD PAID		7,020.00
123386	THE VITALITY GROUP, INC.								
	87094	11/08/24		11008	T	11/26/24	23021020 41514	OPERATING SUPPLIES	1,739.36
	INVOICE:	90043815							
	VENDOR TOTALS		7,263.28 YTD INVOICED				23,814.84 YTD PAID		1,739.36
								REPORT TOTALS	61,215.43

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	10	61,215.43

** END OF REPORT - Generated by Shuntell Dixon **

AGENDA ITEM NO. 4.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Human Resources

City Manager: **Department Head:**

SUBJECT:
RESOLUTION NO. 8498
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, PROVIDING FOR THE TERMS AND CONDITIONS OF EMPLOYMENT OF THOSE EMPLOYEES REPRESENTED BY THE THE HAWTHORNE POLICE CIVILIAN ASSOCIATION (HPCA) ACCORDING TO THE PROVISIONS OF THE HAWTHORNE MUNICIPAL CODE (HMC) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE HPCA MEMORANDUM OF UNDERSTANDING (MOU).

RECOMMENDED MOTION:
Staff recommends that the City Council adopt the three-year Memorandum of Understanding between the newly formed Hawthorne Police Civilian Association (HPCA) and the City of Hawthorne. Approval of Resolution No. 8498 providing for the terms and conditions of employment for all employees represented by the Hawthorne Police Civilian Association (HPCA) following provisions of the Hawthorne Municipal Code and authorizing the City Manager to execute the Memorandum of Understanding.

DISCUSSION:
The Hawthorne Police Civlian Association (HPCA) is a newly formed bargaining unit for the City of Hawthorne. The purpose of establishing HPCA is to represent employees with similar classifications, needs, and interests during the negotiation process ultimately allowing for the association to narrow the scope of interest for those with similar working conditions.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
This MOU will assist in continuing the City's efforts towards growth in professional development and strategic planning.

FISCAL IMPACT:
Funding has already been allocated in the general fund.

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act

ATTACHMENTS
Resolution 8498
MOU HPCA

Resolution No 8498

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE HAWTHORNE POLICE CIVILIAN ASSOCIATION (HPCA) FOR DECEMBER 11, 2024 – JUNE 30, 2027 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING (MOU)

WHEREAS the State of California Government Code (Section 3500 et. Seq) authorizes a City to provide orderly procedures for the administration of employer-employee relations; and,

WHEREAS the purpose of such procedures is to promote full communications between the City and its employees regarding wages, hours, and other terms and conditions of employment; and,

WHEREAS the City has adopted procedures for the administration of employer-employee organization relations; and,

WHEREAS the City and recognized employee organization have met and conferred consistent with the state law and City procedures; and,

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

Section 1. The foregoing recitals in this Resolution are true and correct.

Section 2. The terms and conditions will be included in the Memorandum of Understanding (MOU) between the City and the Hawthorne Police Civilian Association (HPCA) is accepted, and the City Manager is authorized to sign it on behalf of the City.

Section 3. That, the City Clerk shall certify the adoption of this Resolution No. 8498 shall cause this Resolution and this certification to be entered in the Book of Resolutions of the Council of the City.

PASSED, APPROVED, and ADOPTED this 10th day of December 2024.

_____

Alex Vargas
Mayor
City of Hawthorne, California

Attest:

_____

Dayna Williams-Hunter
City Clerk
City of Hawthorne, California

_____

Robert M. Kim
City Attorney
City of Hawthorne, California

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF HAWTHORNE

AND THE

HAWTHORNE POLICE CIVILIAN ASSOCIATION (HPCA)

EFFECTIVE

DECEMBER 13, 2024 through JUNE 30, 2027

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ARTICLE 1 - INTRODUCTION

It is the understanding of the undersigned representatives of the Hawthorne Police Civilians' Association and representatives of the City of Hawthorne that:

This Memorandum of Understanding (MOU) incorporates any previous Memoranda of Understanding governing wages, hours, terms, and conditions of employment for the employees described in this bargaining unit. The wages, hours, terms, and conditions of employment as contained in this agreement shall be recommended to the Hawthorne City Council and, subject to City Council approval, shall be implemented by the appropriate ordinance, resolution, or other official action. Unless otherwise indicated, all provisions of this MOU are to be effective December 11, 2024, through June 30, 2027.

ARTICLE 2 - RECOGNITION

The City of Hawthorne recognizes the Hawthorne Police Civilians' Association as the sole and exclusive bargaining agent for establishing salaries, wages, hours, and other conditions of employment for employees assigned to classifications included in this MOU.

ARTICLE 2.1 - UNIT MEMBERSHIP

Within thirty (30) days from the effective date of this MOU, the City will provide the Association with an alphabetized list of employees subject to this MOU, which will include each employee's name, employee number, class title, and location by department and division, where such information is available. Home addresses shall be provided within sixty (60) days from the effective date of this MOU and each ninety (90) days thereafter, an alphabetized list of employees subject to this MOU, grouped by department and indicating each employee's name, employee number, class code, class title, membership status, and location, as applicable. This information will be provided either in the form of an electronic file or in a printed report as requested by the Association.

ARTICLE 2.2 - USE OF CITY FACILITIES FOR MEETINGS

The Association shall be permitted to use City facilities on prior approval for the purpose of holding membership meetings to the extent that such use of the facility will not interfere with normal departmental operations. Participating employees will attend said meeting on their own time.

ARTICLE 2.3 - DUES DEDUCTION

A. Dues

Upon written notice from the Association that authorization has been received by a represented employee, the City will deduct dues or other voluntary deductions for association members. Such amounts shall be determined by the Association and implemented by the City in the first payroll period which starts thirty (30) days after written notice of the applicable rate(s) of Association dues and/or representation fees is received by the City. Under no circumstances shall dues or fees be collected from employee's paychecks on a retroactive basis.

B. Management Responsibilities

1. The City shall cause the amount of the dues to be deducted from twenty-six (26) biweekly payroll checks of each employee in this unit as specified by the Association under the terms contained herein.

    a. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the City within thirty (30) working days after the conclusion of the month in which said dues and/or deductions were deducted.

2. The City will provide the Association with the name, home address, and employee number of each permanent employee in January and July of each year unless the employee has exercised their option to opt out of having this information provided as permitted under the law.

3. The City shall provide the organization with a status report showing all changes in the employment status of employees in this unit that affect the applicability of this Article to those employees, at least monthly.

4. The information detailed above shall be provided either as a computer file or as a printed report, as requested by the Association.

C. Association Responsibilities

1. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City, and to all Association employees, within sixty (60) calendar days after the end of the Association's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

2. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Association shall have any claim against the

City for any deductions made or not made, as the case may be, unless, a claim against the City for any deductions made or not made, as the case may be, unless a claim or error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE 3 - TIME OFF FOR ASSOCIATION REPRESENTATIVES

Association-authorized representatives shall be allowed reasonable time off without loss of pay to prepare for and attend negotiation sessions, to attend Association meetings, and to prepare and participate in grievance and disciplinary action appeal hearings.

ARTICLE 4 - NO DISCRIMINATION, NO HARASSMENT

Both parties to this MOU agree not to discriminate against any employee or applicant because of age, sex, race, national origin, religion, color, ancestry, marital status, sexual orientation, physical or mental disability, medical condition, and/or union membership and activity or any other protected classification. Additionally, the City expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to or rejection of such conduct. Any employee who believes that they are the victim of such harassment, whether sexual, racial, ethnic, or religious, is required to immediately report the conduct to the City Manager, or designee. Any employee who engages in such conduct is subject to disciplinary action, including immediate discharge.

ARTICLE 5 - COMPENSATION - REGULAR FULL-TIME EMPLOYEES

Section 5.1 - Regular Full-time Employees - Salary Increases

A. Employees covered in classifications represented by this MOU shall receive the following pay increases based on the adjustments to the Salary Schedules as follows:

1. There will be a five percent (5%) pay increase effective July 1, 2024.
2. There will be a five percent (5%) pay increase effective July 1, 2025.
3. There will be a five percent (5%) pay increase effective July 1, 2026.

Section 5.2 - Monthly Salary Schedules

See Exhibit(s)
“A” - Effective July 1, 2024
“B” - Effective July 1, 2025
“C” - Effective July 1, 2026

Section 5.3 - Classifications and Salary Range

A. Classified - Employees holding a full-time position whose classification is listed in this Memorandum of Understanding and whose funding is primarily from the General Fund are "Classified." Any other classifications that exist or may be created after the implementation of this MOU and whose source of funding is primarily from external funds (Federal, State) shall be "Non-Classified."

B. The following classifications are assigned the following salary range. In the event an employee is appointed to a temporary position, the City may compensate that employee at an hourly rate of Step "1P" of the appropriate range.

Classification	Salary Range	Status
Community Affairs Assistant *	15	Classified
Community Affairs Canine Specialist	22	Classified
Community Services Officer	15	Classified
Executive Aide to Chief of Police	28	Classified
Executive Assistant to Chief of Police	35	Classified
Forensics Specialist	35	Classified
Forensics Supervisor *	41	Classified
Gang Analyst	22	Classified
Jailer I	18	Classified
Jailer II	24	Classified
Jailer Supervisor	27	Classified
Parking Enforcement Officer I	10	Classified
Parking Enforcement Officer II	15	Classified
Police Records Manager	35	Classified
Police Records Supervisor	22	Classified
Police Records Technician	15	Classified
Property & Evidence Officer *	24	Classified
Senior Forensic Specialist	37	Classified
Traffic Clerk	15	Classified
Traffic Specialist	22	Classified

Section 5.4 - Initial Salary

Any employee covered under this MOU shall be paid initial compensation at step letter “1P” except that the City Manager may recruit and appoint personnel at the higher step than step letter “IP”.

Section 5.5 - Regular Full-time Employees - Step Advancement

A. Advancement through these Steps ("1P" through "J") shall occur at twelve (12) month intervals. Each employee shall automatically move to the next higher step after completing twelve (12) months unless action is taken by the City Council or the City Manager to disapprove the increase, or unless the employee’s performance is substandard. For example, all employees in Step “A” advance to Step “B” after receiving compensation at Step "A" for twelve (12) months.

B. Step "H" shall continue to be two and one-half percent (2.5%) higher than step "G." Step "I" shall continue to be two and one-half percent (2.5%) higher than step "H." Step "J" shall continue to be 2.5% higher than Step "I".

C. Effective June 30, 2014, a new Step "K" was added which is three percent (3.0%) higher than Step "J." Advancement from Step "J" to the new Step "K" will occur for employees with fifteen (15) years or more of continuous service with the City.

D. Effective June 30, 2014, a new Step "L" was be added which is one and one-half percent (1.5%) higher than the new Step "K." Advancement from Step "K" to the new Step "L" will occur for employees with twenty (20) or more years of continuous service with the City.

Section 5.6 - Definition of "Work Week" and "Hourly Rate"

A. All regular full-time employees covered under this MOU shall have a regularly scheduled recurring workweek of forty (40) hours unless the City Council determines otherwise by motion, resolution, or ordinance.

B. The hourly rate of pay for all regular full-time employees covered under this MOU shall be calculated by use of the following formula:

$$\text{Hourly pay} = \frac{\text{Annual Salary}}{2{,}080 \text{ hours}}$$

Section 5.7 - Date of Payroll Payments

All employees covered under this MOU shall be paid bi-weekly.

All step advancements and longevity allowances shall become effective on the employee's anniversary date.

All promotions, changes in classification, and additional incentives that result in change in pay shall become effective at the start of the payroll period.

Section 5.8 - Promotions

A. Whenever an employee is promoted to a higher classification outlined in this agreement, that employee shall receive the rate of compensation of the first step of the base pay range for the new classification or the lowest step of the base pay range that provides an increase of at least four and one-half percent (4-1/2%) of the employee's base pay, prior to promotion.

B. Whenever the City intends to fill a classified bargaining unit position that is a promotional position, it shall post a notice of such opening in the affected department at least ten (10) days before any public announcement of such employment opportunity.

C. Current City employees must be off probation to qualify for a promotional opportunity.

ARTICLE 6 - INSURANCE BENEFITS

Section 6.1 - Full-Time Regular Employee Insurance Benefits

A. The City shall continue to make the following insurance plans available to all regular full-time employees.

1. Enrollment in a medical insurance plan (required*). The City shall pay an amount equal to employee-only coverage for the plan in which the employee is enrolled. Employees enrolled in either an "Employee & 1 Dependent" or "Employee & 2+ Dependents" medical plan will be responsible for paying the remainder of the premium amount after the "Employee Only" portion has been subtracted.

2. Employees who elect not to enroll in a medical plan through the City will be eligible to receive an "in lieu of" amount of four hundred dollars ($400) per month.

   In order to receive an "in lieu" amount of four hundred dollars ($400) per month premium, an employee must provide the following to the Human Resources Department: 1) Proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt-out applies ("tax family"), have or will have minimum essential coverage through

another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt-out arrangement applies ("opt-out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt-out period. An employee must provide the attestation every plan year at open enrollment or within thirty (30) days after the start of the plan year. The opt-out payment cannot be made, and the City will not, in fact, make the payment if the employer knows or has reason to know that the employee or tax family member does not have such alternative coverage or if the conditions in this paragraph are not otherwise satisfied.

3. Enrollment in Employee Assistance Program (EAP) (required).

4. Enrollment in a Long-Term Disability Insurance Plan (LTD) (required).

5. Enrollment in a Dental Insurance Plan (optional).

6. Enrollment in a Life Insurance Plan. The City shall pay such premiums as are necessary to enroll and cover all HPCA bargaining unit employees in the following plans of insurance: (a) Group Term Life Insurance with a twenty-five thousand dollars ($25,000) per employee benefit and (b) Group Accidental Death and Dismemberment Coverage in an amount per employee of no less than twenty-five thousand dollars ($25,000) per incident. The City shall be the sponsor of these plans and shall administer the enrollment of employees into the above group benefit plans.

7. Enrollment in a Vision Care Plan through VSP. The City shall pay all premiums associated with and necessary for the enrollment and coverage of all full-time bargaining unit employees and dependents in the VSP Plan.

B. The City shall continue to provide a Flexible Spending Account Plan pursuant to the provisions of Sections 125 and 129 of the Internal Revenue Code which allows employees to allocate a designated portion of their salaries to a Flexible Spending Account to be used to pay (1) health and dental insurance premiums, (2) medical expenses not paid by a health insurance carrier and/or (3) child and dependent care expenses. The employee shall forfeit any amounts so allocated but not expended for those purposes.

Section 6.2 - Retiree Medical Insurance

A. Regular full-time employees who have retired from a classification covered by this MOU and who are receiving retirement benefits from CalPERS shall be entitled to maintain enrollment in the City's health plan, as per the established guidelines and rules of CalPERS, otherwise known as the Public Employees Medical and Hospital Care Act (PEMCHA).

This benefit shall begin upon the employee's retirement from the City of Hawthorne and continue until the employee becomes ineligible for coverage under the City's CalPERS Health Benefits Plan.

For each such employee, the City shall pay an amount equal to employee-only coverage for the plan in which the employee is enrolled, less any administrative fees required by the plan. If the employee is not enrolled in a health plan at the time of retirement, he/she shall not be eligible for this benefit.

B. A retiree may, at the retiree's own and sole expense, enroll his/her spouse and/or qualified dependents in any of the medical plans provided under CalPERS.

Section 6.3 - Shift Differential

Regular full-time employees shall be eligible for shift differential pay as follows:

A. Employees working eight (8) hour shifts:

If any part of a shift is scheduled after 7:00 P.M. OR before 7:00 AM., such employee shall receive ten dollars ($10.00) per shift actually worked effective July 1, 2016.

B. Employees working other than eight (8) hour shifts:
Effective July 1, 2016, if any part of a shift is scheduled after 7:00 P.M. OR before 6:00 AM., such employee shall receive ten dollars ($10.00) per shift actually worked.

Section 6.4 - Uniform Policy - Maintenance Allowance

A. The City of Hawthorne shall issue a written policy governing the availability and distribution of uniforms for its police civilian, maintenance, equipment, and graffiti personnel. The parties agree to monitor the policy and to meet and confer over any material changes to the policy.

B. The monetary value for the purchase and/or rental and maintenance of uniforms through City contracted uniform providers is reportable to CalPERS as special compensation. This excludes items that are for personal health and safety such as protective garments and safety shoes. In accordance with the Public Employees' Pension Reform Act (PEPRA), the reporting of uniform and maintenance value as special compensation for a CalPERS member hired on or after January 1, 2013 (classified by CalPERS as a "new member") is prohibited.

C. Employees covered by this MOU in the following classifications receive a uniform maintenance allowance payable on a per payroll period basis at the following rates and reported as special compensation to the extent as allowed by CalPERS regulations:

Community Affairs Canine Specialist	$5.38
Community Services Officer	$5.38
Forensics Specialist	$5.38
Forensics Supervisor	$5.38
Jailer I	$5.38
Jailer II	$5.38
Jailer Supervisor	$5.38
Parking Enforcement Officer I/II	$5.38
Police Records Manager	$5.38
Police Records Supervisor	$5.38
Police Records Technician	$5.38
Property & Evidence Officer	$5.38
Senior Forensic Specialist	$5.38
Traffic Clerk	$5.38
Traffic Specialist	$5.38

Section 6.5 - Wellness/Fitness Incentive

The City will reimburse employees of this MOU up to a maximum of $500 per year with proof of a paid wellness activity. Reimbursement requires prior approval from Human Resources and/or City Manager.

Examples of approved expenses to be reimbursed:

- Chiropractic Services, Acupuncture, Meditation Service, Nutritional Counseling, Personal Trainer, Gym Membership, Physical Therapy, Aerobics Class, Yoga Class, Quit Smoking Program, Purchase of a Fitness Device (i.e. Fitbit, Weights, Yoga Mat).

ARTICLE 7 - BENEFITS RELATED TO TIME

Section 7.1 - Fixed Holidays

Police Department employees observe holidays on the actual day (fixed) as follows:

Holiday	Acknowledged
New Year's Day	January 1st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Indigenous Day (formerly Columbus Day)	Second Monday of October
Veteran's Day	November 11th

Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Immediate Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st

A. Classified employees assigned to and under the supervision of the Chief of Police shall be scheduled to observe all holidays on the actual day on which the holiday falls.

Section 7.2 - Personal Holidays

A. Effective July 1, 2024, the allocation of personal holiday time per year shall be fifty-four (54) hours.

B. Full-time employees covered under this MOU will be entitled to fifty-four (54) hours of personal holiday time during the year. Any regular full-time employee hired on or after September 1 but prior to December 1 shall be entitled to twenty-seven (27) personal holiday hours.

C. Personal holiday hours shall be taken as time off with pay; however, you may carry over half of floating holiday time into the next calendar year.

Personal holiday hours may be taken in increments consistent with an employee's regularly scheduled shift (i.e., an employee regularly assigned to work a ten (10) hour shift may elect to take ten (10) hours of personal holiday leave).

D. These personal holiday hours shall be taken at a time mutually convenient to the employee and his/her supervisor.

E. Accrued personal holiday hours shall not be paid at termination.

Section 7.3 - Holidays/Overtime Pay

A. Regular full-time employees who work or are on excused paid absence the next preceding or next succeeding workday to any holiday shall receive the holiday off without loss of pay.

B. Regular full-time employees who work on fixed holidays shall be compensated at a rate of two and one-half (2-1/2) times their normal rate of pay. This applies to hours actually worked, for a minimum of two (2) hours.

C. No employee shall be paid more than two and one-half (2-1/2) times his/her regular rate of pay for time worked on a fixed holiday.

D. The City shall allow employees who have accrued the maximum allotment of four hundred (400) hours of compensatory time to “cash out" any compensatory time, preceding a fixed or City covered holiday; when exceeding the four hundred (400) hours maximum, of compensatory time, as provided for in Section 11.7(B), of this MOU, and where the employee elects to receive compensatory time where the fixed or covered holiday falls on a day that the employee is not otherwise scheduled to work.

Section 7.4 - Vacation Leave

All regular full-time employees covered under this agreement shall be entitled to vacation accrual when in paid status for a minimum of forty (40) hours (paid status includes hours worked or use of accrued leave), as follows:

A. All regular full-time employees shall accrue vacation leave at the rate of 3.58 hours per pay period through the first five (5) years of employment.

B. At the completion of five (5) years of full-time service, regular full-time employees shall accrue vacation leave at the rate of 5.12 hours per pay period.

C. At the completion of eleven (11) years of full-time service, regular full-time employees shall accrue vacation leave at the rate of 6.65 hours per pay period.

D. At the completion of sixteen (16) years of service, regular full-time employees shall accrue vacation leave at the rate of 7.2 hours per pay period.

E. Employees with twenty (20) or more years of full-time service will accrue vacation leave at the rate of 7.75 hours per pay period.

F. Employees who have accumulated a minimum of one hundred and twenty (120) hours or more of vacation time, as of June 1, 2011, are entitled to carry over fifty percent (50%) of their accrued vacation time into the year following the year in which it is earned. Employees who have accumulated less than one hundred and twenty (120) hours of vacation time as of June 1, 2012, shall not be required to cash out any portion of such accumulated vacation pay. Through the first five years of employment with the City, all regular full-time employees have the option of "cashing out" up to seventy-two (72) hours of accumulated vacation leave. All regular full-time employees who have completed five or more years of full-time employment with the City have the option of "cashing out" up to one hundred and twenty (120) hours of accumulated vacation leave. Effective May 31, 2012, employees with less than one hundred twenty (120) hours of vacation time in their accrued vacation leave bank—as of June 1st in each year covered by this MOU—shall not be eligible to participate in the cash out option.

G. Payment dates for vacation leave shall be made during the month of June.

H. Employees covered under this MOU shall arrange their vacation schedules with their Department Head, Division Manager, or City Manager.

I. Should discharge or termination take place, employees are entitled to be paid for all accrued vacation.

Section 7.5 - Sick Leave

A. Accrual

Employees shall accrue sick leave with pay in accordance with the following:

Regular full-time employees assigned to a forty (40) hour workweek shall accrue sick leave at the rate of 4.19 hours for each biweekly pay period in which the employee actually worked OR was on paid leave status for a minimum of forty (40) hours.

B. Usage

1. To qualify for sick leave (AB 1522), an employee must:

    - Work for at least thirty (30) days within a year for the City; and,
    - Satisfy a ninety (90) day employment period before taking any sick leave.

2. An employee eligible for paid sick leave shall be granted such leave for the following reasons:

    a. Illness or injury that has resulted in the employee's inability to perform normal duties. An employee who is unable to report to work due to illness or injury, shall notify the appropriate party, as soon as reasonably possible, of that fact and give that party a telephone number and/or address at which the employee can be reached. In addition, an employee shall notify the appropriate party of their status at least every other scheduled shift.

    b. Health and dental appointments during scheduled working hours. Use of sick leave for scheduled health and dental appointments shall require prior approval of the employee's supervisor or designee, in accordance with the City's best interests.

    c. Disability caused by pregnancy or childbirth.

    d. Regular full-time employees may use up to fifty-five hours (55) of accrued sick leave during each calendar year as follows:

        1. Scheduled leave must be approved by the employee's supervisor at least forty-eight (48) hours prior to the beginning of the shift.

2. Unscheduled leave shall be granted under this provision in the event of death of a friend or relative not covered by bereavement leave; or the injury or illness of a spouse or dependent where the employee's presence is necessary.

3. Additional paid leave may be granted, under special circumstances, when the employee's presence is necessary during the convalescence of a spouse or dependent. The employee's Department Head or designee must approve such leave. The employee's supervisor or designee may require verification of reasons for sick leave usage.

C. Payment of Sick Leave

1. Any employee who has accumulated between three hundred and sixty (360) and seven hundred and twenty (720) hours of sick leave has the option of "cashing out" up to fifty-five (55) hours of accumulated sick leave. The amount of the entitled "cash out" shall be calculated by subtracting the number of hours used during the preceding twelve (12) months from the annual accrual amount of one hundred nine (109) hours and dividing the balance in half. The maximum cash payment shall be equivalent to fifty-five (55) hours of the employee's current compensation, and the employee's total accrual shall not fall below three hundred and sixty (360) hours.
2. Any employee who has accumulated between seven hundred and twenty (720) and one thousand one hundred fifty-two (1,152) hours of sick leave has the option of "cashing out" up to one hundred nine (109) hours of accumulated sick leave. The amount of the entitled "cash out" shall be calculated by subtracting the number of hours used during the preceding twelve (12) months from the annual accrual amount of one hundred nine (109) hours. The maximum cash payment shall be equivalent to one hundred nine (109) hours of the employee's current compensation.
3. Any employee who has accumulated one thousand one hundred fifty-two (1,152) hours of sick leave, will be paid for any accumulated sick leave in excess of one thousand one hundred fifty-two (1,152) hours in current compensation. However, in no event, will an employee be allowed to cash out more than one hundred nine (109) hours in any one year.

4. Payment dates for sick leave under the above subsections shall be made during the month of December, prior to Christmas Day.

5. Voluntary Quit - Sick Leave Payment.

   a. Any employee who voluntarily resigns from the City after having completed seven (7) years of such service shall receive fifty percent (50%) of the value of said employee's accumulated sick leave.

6. Retirement.

Upon retirement, those covered under this Agreement shall receive 100% payoff of unused sick leave.

7. Sick Leave Related to Industrial Injury or Illness.

Any employee covered under this agreement who is involved in an industrial accident resulting in absenteeism shall receive full pay for the first fifteen (15) working days and without loss of sick leave accruals.

Section 7.6 - Voluntary Assignment of Sick Leave Between Employees

In the event an employee has accumulated sick leave which has been carried over from a previous year or years, he/she may assign up to forty-eight (48) hours of such sick leave to another bargaining unit employee who has exhausted his/her sick leave bank. With regard to such assignments of sick leave between employees, the following guidelines shall apply:

A. The sick leave to be assigned has not been the subject of a request for cashing out by the assigning employee.

B. The employee to whom the sick leave is to be assigned has exhausted his/her sick leave bank and is suffering from a serious health condition which would otherwise entitle that employee to family medical and care leave under the provisions of California Government Code §12945.2.

C. Any employee may make one (1) such assignment of sick leave per year.

D. Any employee may receive up to four hundred and eighty (480) hours in assigned sick leave from other employees.

E. Any sick leave assigned under the provisions of this Section must be utilized as paid leave and shall not be subject to the cash out provisions of this Agreement. The donating employee shall have deducted from his/her sick leave bank the amount donated. This amount shall be considered as "used" sick leave for the purposes of subsections 7.5(C)(1) & (2).

F. Any application for the assignment of sick leave under this section shall be in writing and (i) identify the employee making and the employee accepting the assignment; (ii) be signed by both the employee making and the employee accepting the assignment; (iii) specify the number of sick leave hours to be assigned, (iv) state the reason underlying the necessity of the assignment (i.e. serious personal illness requiring a substantial period of convalescence, etc.), and; (v) state that the employee receiving the assignment has exhausted his/her sick leave bank.

G. The City shall not unreasonably withhold its approval as to any assignment of sick leave submitted to it pursuant to this Section.

H. The City shall prepare and make available to the bargaining unit appropriate forms with regard to applications for the assignment of sick leave under this section.

I. Effective July 1, 2012, in lieu of or in addition to donated sick time, as provided for above in this Section 7.6, an employee may choose to donate up to twenty-four (24) hours in vacation leave or comp time to another employee who otherwise qualifies, in accordance with the provisions of this Section 7.6 and applicable state law, for the receipt of donated sick leave. Provided, further, that any such donated sick time, vacation leave, or comp time shall be deemed as income received by the employee to whom the sick time, vacation leave, or comp time was donated and in no event shall the donating employee be deemed, for income tax purposes, to have received the actual benefit or payment of the donated vacation leave or comp time. Provided, additionally, that any such donated vacation time may only be utilized by the employee to whom the vacation time has been donated to extend any leave necessitated by a medical or family condition, that would otherwise entitle the employee to unpaid leave under the provisions of California Government Code §12945.2 and may not be used by the employee receiving such time for any other purpose.

ARTICLE 8 - LONGEVITY PAY AND MERIT PAY

Section 8.1 - Longevity Pay

A. Commencing on July 1, 2018, longevity pay shall be calculated as follows:

1. Employees who have completed five (5) years of service shall receive three percent (3%) above their base pay.

2. Employees who have completed ten (10) years of service shall receive four percent (4%) above base pay.

3. Employees who have completed fifteen (15) years of service shall receive five percent (5%) above base pay.

4. Employees who have completed twenty (20) years of service shall receive seven (7%) percent above base pay.

5. Employees who have completed twenty-five (25) years of service shall receive ten (10%) percent above base pay.

B. The provisions contained in this Section for longevity pay shall <u>not be</u>

cumulative. For example: Total longevity after fifteen (15) years of service is five percent (5%) NOT twelve percent (12%). Longevity pay shall be in addition to all other compensation and shall be automatic without prior approval by the City Council or City Manager.

Section 8.2 - Merit Pay

To be eligible for Merit Pay, an employee represented by this MOU must receive (6 or more out of 11) mark ratings of "Exceeds Expectations" on two (2) out of their last three (3) annual evaluations. The overall rating category must be "Exceeds" to be determined eligible. Additionally, the City must have a surplus of two hundred thousand dollars ($200,000) at the beginning of the Fiscal Year (July 1). In the case of an employee not having an employee evaluation on file, the Department Head must submit a Memo of Approval to the Director of Human Resources for action. Once awarded in compliance with this Policy (Attachment A of City Council Resolution No. 7486), an employee shall continue to receive such Merit Pay until the sooner of (A) revocation of Merit Pay in compliance with this Policy, as provided for below, or (B) discontinuation of employment with the City.

An employee may have the Merit Pay removed if they obtain an overall rating category of "Unsatisfactory" in any future annual evaluations or are disciplined for behavior unbecoming of an employee of the City of Hawthorne.

Should there be a change to the rating categories as a result of revisions to the City's Employee Evaluation format, the City agrees to a limited reopener to discuss needed adjustments. Employee evaluations will be due by July 1 of every year. If an employee's annual evaluation is ninety (90) days overdue and they are eligible for Merit Pay, a rating of "Meets and/or Exceeds Expectations" will be required on only two (2) out of the employee's last four (4) annual evaluations. The Merit Pay will be paid to an eligible employee as soon as feasible. Merit Pay will become effective on the current pay period upon receipt of the personnel action form (no retroactive payment will be issued).

Example:	Effective date of Merit Pay	=	07/01/2016
	Finance receives Personnel Action Form	=	08/01/2016
	Merit Pay will be applied on the pay period of	=	08/01/2016

ARTICLE 9 - BEREAVEMENT LEAVE

A. In accordance with California Assembly Bill 1949 (AB 1949), employees represented by this MOU are entitled to up to five (5) days of bereavement leave consecutively, following the death of an immediate family member without loss of pay and not charged for sick leave. Immediate family member includes a spouse, child, stepchild, mother, mother-in-law, stepmother, father, father-in-law, stepfather, grandparent, sister, brother, or registered domestic partner with the State of California.

ARTICLE 10 - JURY DUTY

All full-time employees covered by this MOU shall have time off from employment with pay in order to fulfill their obligations of citizenship by the performance of jury duty. As authorized by the City Council in Resolution No. 5342 (as Attachment B), all full-time employees who are summoned to serve as trial jurors will be paid their regular salary during the period they are required to serve as trial jurors, but not for any period in excess of ten (10) days. All fees, except travel expenses, received for jury duty are to be turned over to the City Treasurer and shall be deposited into the General Fund.

ARTICLE 11 - SPECIAL PAY PROVISIONS

Section 11.1 - Special Pay Provisions

A. A regular full-time employee who is responsible for bilingual interpretation, and whose use of this language is of significant benefit to the operations of the Department as determined by his/her Department Head, shall receive bonus pay according to the following:

1. To be eligible for this assignment bonus, an employee must have successfully passed a language proficiency test that has been arranged for or approved by the Director of Human Resources and/or the City Manager, or designee. The test need not be written, but may test verbal skills in communication with non-English speaking persons.

2. The City shall pay each designated employee a bonus of fifty dollars ($50) per pay period.

B. The City shall either pay for or reimburse employees for any licensing fee or certification testing fee that a bargaining unit employee is required to incur with respect to obtaining any license/certification that they must have as a condition of employment.

C. Stipend for Care and Maintenance of Canine

Effective July 1, 2015, a non-sworn employee who is assigned to handle a canine will receive an additional five-hundred-dollar ($500) stipend per month as compensation reasonably necessary for the routine care and maintenance of the assigned canine while the canine is in the employee's possession. The City and the Association further agree that this stipend is intended to compensate the employee assigned to canine duty for all off-duty hours spent caring for and maintaining their assigned canine in compliance with the Fair Labor Standards Act (FLSA) and interpretative cases and rulings.

The City and the Association acknowledge the FLSA, which governs the entitlement to

compensation for canine care and maintenance, allows the parties to agree to a reasonable number of hours per month for the performance of off-duty canine care and maintenance duties. The hours represented by the agreed to stipend, as set forth above in this MOU, were determined after an actual inquiry of the Association employees assigned to canine duty in the Hawthorne Police Department/City of Hawthorne, as well as similar agencies, and as addressed by Leever v. City of Carson (9^{1}h Cir. 2004) 300F.3d 1014. It is the intent of the parties to this MOU, and through the provisions of this Section, to fully comply with the requirements of FLSA with regard to this subject matter.

Section 11.2 - Educational Reimbursement

It shall be the policy of the City to encourage all employees to improve their skills, ability, and knowledge through enrollment in courses in outside educational institutions. Accordingly, and effective July 1, 2016, all employees covered under this MOU shall be entitled to a maximum of two hundred and fifty dollars ($250.00) per unit for the cost of tuition and regular application fees. In addition, each employee shall also be eligible for reimbursement for books purchased as required for reimbursable course work.

A. Employee must be off probation to be eligible for this benefit.

B. The reimbursement request shall be submitted to and approved by the City Manager prior to enrollment.

C. A minimum semester/quarter grade of:

1. "C" on an A, B, C, D, & F scale, or
2. 70% on a 100% scale; or
3. 2.0 on a 4.0 scale; or
4. Pass on a pass/fail scale; or
5. Equivalent to one of the above.

D. Receipts for reimbursable items must be submitted within a reasonable period of time but no later than 120 days following the end of the course, or fiscal year, whichever comes first.

E. This program is designed to reimburse employees for school expenses that are not funded or partially funded by external sources, including, but not limited to, G.I. educational benefits. Thus, the City shall not reimburse expenses that, in its sole judgment, are adequately provided for through other benefits available to the employee.

F. The educational reimbursement plan shall continue as heretofore with the following modifications:

1. Educational reimbursement may be disapproved and not allowed if the Director of Human Resources and/or the City Manager, or designee, determines that the course or courses sought to be taken are (A) not from a generally recognized school of the university, or (B) do not constitute

generally recognized academic courses for generally recognized academic credits or contribute to the development of skills which might reasonably be of potential benefit to the City.

Section 11.3 - Move-Up Pay

A. When an employee is temporarily absent from their job for ten (10) or more consecutive working days, the department head may "move up" a subordinate employee to the absent employee's position. Beginning with the eleventh (11th) day in "move-up" status, the employee shall automatically receive "acting pay" equal to the amount of the first Step of the higher position's regular salary range or the lowest Step of that range which represents a four and one-half percent (4-1/2%) increase in the moved-up employee's base salary. No such move-up assignment shall last for more than twelve (12) months. Upon conclusion of the move up assignment, an employee shall be returned to the appropriate salary range and at the Step that he/she is entitled to based upon their City service.

B. If the City of Hawthorne declares a state of emergency, the City Manager is authorized to extend a move-up pay assignment beyond twelve (12) months, depending on the City's needs. Once the state of emergency is over, the move-up pay assignment will conclude within six (6) months.

Section 11.4 - Acting Assignment

A. At the discretion of a Department Head or Manager, an existing vacancy may be temporarily filled by a qualified subordinate employee upon the approval of the City Manager. Such employee shall receive "acting pay" equal to the amount of the first step of the higher position's regular salary range or the lowest step of that range which represents a four and one-half percent (4-1/2%) increase in the moved-up employee's base salary. No such acting assignment shall last for more than twelve (12) months. Upon conclusion of the acting assignment, an employee shall be returned to the appropriate salary range and at the Step that he/she is entitled to based upon their City service.

B. In the event the existing vacancy, filled temporarily by a subordinate bargaining unit employee, is declared vacant and subject to permanent staffing through the civil service process, the subordinate bargaining unit employee then temporarily filling the vacancy shall automatically be included within the group of individuals who test for being placed into the vacancy. Provided, however, that such subordinate employee has received a satisfactory evaluation as determined by the employee's department head or division manager:

C. In the event the existing vacancy, filled temporarily by a subordinate bargaining unit employee, is declared vacant and subject to permanent staffing through the civil service process, such employee who meets the requirements of Section 11.4(B) above shall also be awarded, with respect to the applicable civil service process, the following additional points in consideration of his/her knowledge of the requirement attached to such vacant position per the following schedule:

1. For 3 months in an acting position: one (1) additional point.
2. For more than 3 months and less than 6 months in an acting position: two (2) additional points.
3. For more than 6 months and less than 9 months in an acting position: three (3) additional points.
4. For more than 9 months and less than 12 months in an acting position: four (4) additional points.
5. For more than 12 months in an acting position: five (5) additional points.

D. During a City of Hawthorne declared state of emergency, the City Manager is authorized to extend an acting pay assignment beyond twelve (12) months depending on the City's needs. Once the state of emergency is over, the acting pay assignment will conclude within six (6) months.

E. To the extent as provided by CalPERS regulations, employee out-of-class appointments to an upgraded position or acting in a higher classification to a vacant position shall be limited to nine hundred sixty (960) hours per fiscal year (July 1 to June 30). A vacant position per this provision excludes a position that is temporarily unavailable due to another employee's leave of absence.

Section 11.5 - Auto Allowance

With prior approval of the City Council or the City Manager, an employee may receive that amount of reimbursement per mile for the use of the employee's private automobile for City business in an amount determined by the IRS reimbursement rate then in effect.

Section 11.6 - Overtime

A. All overtime work shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, except when required to work on holidays.

B. For overtime worked, employees may receive payment or compensatory time off at the employee's option, but may not accrue more than four hundred (400) hours of compensatory time.

C. Effective July 1, 2012, no weekly or daily shift schedule shall be altered or modified to avoid the payment of overtime compensation to bargaining unit personnel, in whole or in part.

ARTICLE 12 - DEFERRED COMPENSATION

The City will continue to offer a deferred compensation plan to employees covered under this agreement. Any employee covered by this MOU may participate through payroll deduction. However, the combined deposits of the employee's payroll deduction amount may not exceed the amount allowed by law.

An employee may deposit any earned vacation or sick leave accruals that are eligible for deposit at the time of separation from employment into an active deferred compensation account provided he/she does not exceed the annual limit required by law.

The City will match an employee's contribution to deferred compensation up to twenty-five dollars ($25) per month.

ARTICLE 13 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

Section 13.1 - CalPERS Pick-Up

Effective September 1, 2011, The City shall pay to CalPERS an amount equal to eight percent (8%) of the normal contribution as Employer Paid Member Contribution (EPMC) and reporting the same percent (value) of compensation earnable as additional compensation for employees who are "Classic Members" of CalPERS. Pursuant to the provision under 414(h) (2) of the Internal Revenue Code, the eight percent (8%) contribution will be paid on a pre-tax basis. Employees who are "New Members" of CalPERS shall not be eligible for EPMC in accordance with the Public Employees' Pension Reform Act (PEPRA).

Section 13.2 - Optional CalPERS Contract Provisions

1. Classic Member
    a. One-year highest compensation (Section 20024.2).
    b. Military service credited as public service (Section 20930.3).
    c. 1959 Survivors Benefit (Section 21382.4).
    d. Post-retirement survivor allowance to continue after remarriage (Section 21266).
    e. Pre-retirement death benefit (Section 21365.6).
    f. 3% @ age 60-retirement formula (Section 21354).

2. New member (PEPRA)
    a. Retirement benefit based on the average of three (3) highest years of compensation with the City.
    b. Employees hired on or after January 1, 2013, will be subject to the 2% @ age 62-retirement formula.
    c. The employee shall pay the entire member contribution in accordance with the PEPRA.

ARTICLE 14 - REINSTATEMENT

An employee who has separated, in good standing, from his/her employment with the City of Hawthorne may be considered for reinstatement to a position within his/her former classification, or comparable classification, within the following guidelines:

A. All reinstatements shall be made at the discretion of the appointing authority. Nothing in this provision shall be construed to require any such reinstatements.

B. Former employees requesting reinstatement may be considered in addition to candidates on an active Eligible List certified by the Director of Human Resources or designee.

C. Reinstatement of former employees who have been separated from the City shall be governed by the Hawthorne Municipal Code.

D. A comparable classification may include a lower classification from which the employee was separated. However, the employee must possess the minimum qualifications for the job. At the discretion of the Director of Human Resources or designee, an applicant for reinstatement may be required to demonstrate that he/she does possess such qualifications.

E. This provision may not be used to appoint an employee to a classification higher than the one from which he/she separated.

F. Former employees who are reinstated within thirty (30) calendar days or less from their separation date shall be considered not to have had a break in service and shall retain anniversary dates and receive all benefits to which they were entitled and for which they were not compensated for at the time of separation, including sick leave accrued, salary, vacation accrual rates, and floating holidays not taken prior to separation.

G. Former employees who are reinstated after more than thirty (30) calendar days from separation shall be considered new employees, except that the appointing authority may, at his/her discretion, appoint the reinstated employee up to the Step that the employee had attained prior to separation.

H. In addition, an employee reinstated after more than sixty (60) days of separation shall be placed on probation for a one (1) year period, during which time the employee shall serve on an "at will"/probationary basis.

ARTICLE 15 - GRIEVANCE PROCEDURE

It is hereby agreed and understood that the HPCA, the City, and any employees who are represented by the HPCA to resolve applicable disputes shall utilize the following procedures.

A. Definition

A grievance is a complaint by one or more employees or the HPCA concerning the applications or interpretation of ordinances, rules, policies, practices, or procedures affecting employees' wages, hours, and working conditions.

B. Scope and Limitations

1. This procedure shall be used to resolve grievances for which no other methods of solutions are required by law; provided, however, that it shall not include a complaint arising from disciplinary action.
2. Disputes over matters subject to review by the Civil Service Commission are not grieveable.
3. Disputes over matters subject to state or federal law and which are reviewable by state or federal administration agencies are not grievable. Examples include equal Employment Opportunity matters.
4. At the final stages of the grievance procedure, an attorney, the Association, or both may represent the grievant.
5. If the City fails to meet any time limit, the grievance will be automatically brought to the next level at the end of the time period. The grievant will then be required to file all appropriate grievance or appeal documents within the applicable time period.
6. Failure of the grievant to meet any time periods may, at the option of the person who is deciding the grievance, result in the grievance being denied or not considered.
7. Any level or time period may be waived by mutual written consent of both the grievant and the City.

C. Procedure

1. First Step: Informal Procedure

   a. Within fifteen (15) days of the grieve-able event, the grievant shall discuss the grievance with the grievant’s lowest-level supervisor, who shall attempt to resolve the grievance.

   b. This supervisor shall respond either orally or in writing within ten (10) days of discussion.

   c. A grievance affecting a significant number of employees represented by the Association shall be commenced by informal or formal communication to the appropriate Department Head. The Department Head or designee shall respond within ten (10) days following receipt of such communication. A grievance not resolved at this level may proceed directly to the third step within the lime limits set forth in paragraph (a) thereof.

2. Second Step: Formal Procedure

a. Except as provided in paragraph (c) of Step One, a grievance unresolved by Step One may be continued if submitted by the grievant, in writing, to the supervisor who responded in Step One within ten (10) days of the receipt of the response. If no response was communicated within the time period set forth in Section (C)(1)(b), the grievance may be continued as provided above, within ten (10) days after the expiration of the time period set forth in Section (C)(1)(b). The written grievance shall be submitted on a completed form provided by the City.

b. The formal grievance shall be processed through the Department and a written decision from the Department Head or designate thereof forwarded to the grievant within twenty-one (21) days of submitting the written grievance.

3. Third Step: Administrative Appeal

a. A grievance unresolved by the Second Step may be continued if appealed to the Director of Human Resources, or designee, within fourteen (14) days of receipt of the final decision of the Department Head or designate thereof. If no decision was forwarded within the time period set forth in Section (C)(2)(b), the grievance may be so appealed within fourteen (14) days after the expiration of the time period set forth in Section (C)(2)(b). The appeal shall be submitted to the Director of Human Resources, or designee, in writing, state the reasons in support and have attached all forms, decision and notices submitted and received in the Second Step.

b. The Director of Human Resources, or designee, or delegate thereof, shall process the appeal. The person processing the appeal may conduct a hearing at his option. A copy of the decision shall be forwarded to the grievant, Department Head and City Manager within twenty-one (21) days from the time the grievance was appealed to the Director of Human Resources, or designee, as provided in paragraph (a) of the third step.

4. Fourth Step: Hearing Officer (Binding Arbitration)

a. A grievance unresolved by the third step may be continued to the fourth step if appealed to the City Manager within fourteen (14) days of delivery of the final decision. If no decision was forwarded within the time period set forth in Section (C)(3)(b), the decision may be so appealed within fourteen (14) days after the expiration of the time period set forth in Section (C)(3)(b).

b. Upon receipt of such appeal, the City Manager shall set a time and place for a Hearing Officer to hear the grievance.

c. If the City Manager and the grievant cannot agree upon a hearing officer or cannot agree to submit the matter to the California Office of

Administrative Hearings, the parties shall procure a list of seven (7) qualified individuals from the State Conciliation Service. Each party shall alternately strike one name from that list until only one-person remains which person shall be the hearing officer. The party who strikes the first name shall be determined by the flip of a coin or other similar device.

d. The hearing shall be conducted according to the rules and provisions of the Administrative Procedure Act (California Government Code Section 11513) and any other rules and procedures mutually agreed upon.

e. All costs, fees, and transcription expenses shall be borne equally by the grievant and the City.

f. The hearing officer's decision is binding. The City Manager shall notify the grievant within fourteen (14) days of receiving the decision.

D. Appeal of Written Reprimand

A Written reprimand, the lowest form of discipline, is a report, memorandum or letter placed in the employee's permanent personnel file stating the dissatisfaction of a manager or supervisor with the performance of an employee or reciting a transgression or rule violation by the employee. A written reprimand may be appealed as follows: if an employee believes that the written reprimand is inaccurate or unfair, he or she can schedule a meeting with the department head to review the reprimand. If the employee is dissatisfied with the department head's decision, he or she may schedule a meeting with the City Manager to review the decision. Any request for a meeting with the City Manager must be submitted no later than ten (10) working days after the department head's decision on the matter. The decision of either the Department Head or City Manager, whoever hears the appeal last, shall be final and binding.

This meeting shall not be a formal hearing. The employee may present information and may provide his or her position statement as to the reasons that he or she believes the reprimand is inaccurate or unfair. Nothing in this appeal procedure shall preclude the employee from attaching a comment to the reprimand stating the reasons that he or she believes the reprimand is inaccurate or unfair. The employee may be accompanied by an HPCA officer or may be represented at such meeting(s) by the HPCA officer in the absence of himself/herself.

E. "Days" for purposes of this Article shall be business days.

ARTICLE 16 - SEVERABILITY

This MOU is subject to all current federal, state, and local laws and all future federal and state laws. If any Article, Section, or part of this MOU is in conflict with or inconsistent with applicable provisions of federal, state, or local laws, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, Section, or part shall

be suspended and superseded by such applicable law and the remainder of the MOU shall not be affected thereby.

ARTICLE 17 - OTHER TERMS

All other terms and conditions of employment contained in ordinances, resolutions, or other official actions that are not in conflict with the provisions of this agreement shall remain in full force and effect during the entire term of the agreement.

Section 17.1 - Labor Management Committees

The parties agree to a creation of a joint Labor Management Committee, of two members each appointed by the City and HPCA, to meet and confer during the term of this MOU with respect to the following subject matters: (1) an appropriate Uniform Policy pursuant to Section 6.5 of this MOU; (2) the development and implementation of an unbiased and non-discriminatory testing system with respect to promotional opportunities for HPCA bargaining unit employees; (3) reasonable policies and procedures with respect to the determination of whether an employee is denominated as "classified" or "non-classified"; and (4) a side letter to this MOU, which shall not be inconsistent with the City's Administrative Code governing how and under what circumstances seniority may be used to avoid lay-off in the event of a reduction of force by the City.

Section 17.2 - Probationary Employees

Probationary period is twelve (12) months from the start of employment. An employee's initial probationary period may be extended once and for a period of up to six (6) months at the City's sole discretion. Provided, however, that (a) notice of any such extension of probation shall be given in writing to the affected employee, with a copy to HPCA, no later than twenty-four (24) hours prior to last day of the affected employee's initial probationary period and (b) written notice of termination from probation must be provided to the affected employee, with a copy to HPCA, no later than the close of the regular working day on the last day of the employee's probationary period, including an extension thereof.

Notwithstanding any provision in the City's Municipal Code, an employee's probationary employment status with the City may be terminated at any time by the department head or division manager without any right to a hearing to challenge such action.

Section 17.3 - Reopeners

A. As soon as practicable following City council adoption of this MOU, the City and the Association agree to reopen negotiations regarding On Call Status Duty, specifically the duty sign up schedule process and policy and/or procedures for on call assignments. Until such time for the meet and confer process, On Call Status Duty shall be conducted on a voluntary basis (based on a seniority list - most senior employee to select first). Selection may range from zero to two weeks. On Call Status Duty becomes mandatory

in the event weeks remain unfilled by voluntary selection. In that event, the seniority list is then reversed with most junior employee mandated first. Any changes to this process cannot be made without mutual consent.
The seniority list shall be established based on (1) classifications that are subject to perform On Call Status duty in the order of highest to low pay range number and then (2) by employee names who currently hold those classification titles in the order of those starting with the highest number of total full-time years of service with the City. Such a seniority list shall be established for each department subject to “On Call Duty” assignments to meet operational needs.

B. As soon as practicable following the City Council's adoption of this MOU, the City, and the Association agree to reopen negotiations over changing the procedure for cashing out or selling back to the City leave balances, including, but may not be limited to, the optional cash-out provisions set forth in Article 7.

C. As soon as practicable after the adoption of this MOU by the Hawthorne City Council, the City, and the Association agree to reopen this agreement for the purpose of determining the approximate number of off-duty hours per day that the assigned Community Affairs Canine Specialist spends on the care and feeding of the canine. The parties will also negotiate over the hourly rate of pay that the employee will receive for these off-duty tasks. The parties have agreed that five hundred dollars ($500) per month is the appropriate compensation for these off-duty tasks. The parties' intent in these reopener negotiations is to determine an hourly rate for these duties, which when paid at time and one-half (1-1/2) for the number of off-duty hours determined to be the approximate off-duty time spent on these tasks, will equal a monthly compensation of approximately five hundred dollars ($500) per month, but in no case less than five hundred dollars ($500) per month."

ARTICLE 18 - CITY RIGHTS

Section 18.1 - The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However, the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:

A. To manage the City generally and to determine the issues of policy.

B. To determine the existence or nonexistence of facts that are the basis of the management decision.

C. To determine the necessity of organizing any service or activity conducted by the City and to expand or diminish services.

D. To determine the nature, manner, means, technology, and extent of services to be provided to the public.

E. Methods of financing.

F. Types of equipment or technology to be used.

G. To determine and/or change the facilities, methods, technological means, and size of the workforce by which the City operations are to be conducted.

H. To determine and change the number of locations, relocations and type of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City;

I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.

J. To establish and modify productivity and performance programs and standards.

K. To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons.

L. To discharge, suspend, demote, or otherwise discipline classified non-at-will employees for proper cause.

M. To determine job classification and to reclassify employees.

N. To hire, transfer, promote, and demote employees for non-disciplinary reasons.

0. To determine and administer policies, procedures, and standards for selecting, training, and promoting employees.

P. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith.

Q. To maintain order and efficiency in its facilities and operations.

R. To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention with this MOU.

S. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 18.2 - Except in emergencies, or where the City is required to make changes in its operations because of the requirement by law, whenever the exercise of management's rights shall impact on employees of the association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in the Personnel Rules and Regulations, Safety Resolutions, and Municipal Code which are incorporated herein by reference in this MOU. By agreeing to meet and

confer with the Association as to the impact of the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE 19 - SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 19.1 - It is the intent of the parties hereto that the provisions of the MOU shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the SOLE source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law.

Section 19.2 - The parties acknowledge that the City Council will adopt this agreement by resolution and that said Resolution shall remain in full force and effect during the term of this MOU.

ARTICLE 20 - NO STRIKE - NO LOCKOUT

Section 20.1 - The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 20.2 - The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

Section 20.3 - Any employee who participates in any conduct prohibited in Section 20.1 above may be subject to disciplinary action up to and including discharge.

Section 20.4 - In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 20.1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above and return to work.

ARTICLE 21 - EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the City Manager or his designee so declares, any provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended of the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the City regarding the

impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

ARTICLE 22 - WAIVER

Section 22.1 - The parties mutually agree that neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

Section 22.2 - The parties shall reopen any provision of this MOU to comply with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU to comply with state or federal laws.

Section 22.3 - The parties acknowledge that this MOU shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Hawthorne. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and Association and entered into as of this 11th day of December 2024.

ARTICLE 23 - USE OF CITY FACILITY

City Employees with a City Employee ID badge will be allowed to swim free at the City Pool during pool lap swim times.

ARTICLE 24 - TERM OF AGREEMENT

This MOU shall be in full force and effect from the 11th day of December 2024, up to and including the 30th day of June 2027. The parties reserve the right, upon mutual agreement, to meet and confer, in good faith, with respect to any subject or matters within the scope of representation during the term of this Memorandum. The parties jointly agree to recommend the provision of the MOU to the City Council for its adoption, and, if adopted, to abide by its provision for the term hereof.

City of Hawthorne

_____
Erika Lampkin
Director of Human Resources

_____
Vontray Norris
City Manager

EXHIBIT A
HAWTHORNE POLICE CIVILIAN ASSOCIATION
MONTHLY SALARY SCHEDULE

Effective July 1, 2024 to June 30, 2025
5% Salary increase over the previous Salary Schedule effective July 1, 2023

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
Munis Equivalent	*0*	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*
1	3,337	3,451	3,584	3,699	3,828	3,970	4,107	4,247	4,353	4,461	4,573	4,711	4,782
3	3,464	3,584	3,699	3,830	3,970	4,107	4,247	4,416	4,528	4,639	4,757	4,899	4,972
5	3,577	3,699	3,828	3,970	4,107	4,247	4,416	4,576	4,689	4,807	4,928	5,076	5,151
6	3,641	3,771	3,894	4,035	4,184	4,332	4,492	4,655	4,770	4,890	5,012	5,161	5,240
7	3,699	3,830	3,970	4,107	4,247	4,416	4,576	4,752	4,872	4,994	5,118	5,271	5,350
8	3,762	3,894	4,035	4,184	4,332	4,492	4,655	4,835	4,956	5,080	5,207	5,363	5,444
10	3,900	4,035	4,184	4,332	4,492	4,656	4,835	5,017	5,144	5,271	5,403	5,566	5,649
12	4,041	4,184	4,332	4,492	4,655	4,835	5,017	5,216	5,347	5,481	5,619	5,787	5,874
15	4,262	4,416	4,576	4,752	4,921	5,116	5,313	5,518	5,656	5,798	5,943	6,120	6,213
16	4,331	4,492	4,656	4,835	5,017	5,216	5,415	5,626	5,766	5,910	6,059	6,239	6,334
17	4,414	4,576	4,752	4,921	5,116	5,313	5,518	5,733	5,876	6,024	6,174	6,359	6,455
18	4,492	4,656	4,835	5,017	5,216	5,415	5,626	5,846	5,992	6,144	6,297	6,485	6,582
19	4,579	4,752	4,921	5,116	5,313	5,518	5,733	5,961	6,109	6,263	6,419	6,610	6,711
20	4,664	4,835	5,017	5,216	5,415	5,626	5,846	6,065	6,216	6,370	6,531	6,725	6,827
22	4,835	5,017	5,216	5,415	5,626	5,846	6,065	6,314	6,472	6,635	6,800	7,005	7,111
23	4,929	5,116	5,313	5,518	5,733	5,961	6,187	6,428	6,589	6,754	6,922	7,130	7,237
24	5,026	5,216	5,415	5,626	5,846	6,065	6,311	6,557	6,720	6,889	7,060	7,273	7,383
26	5,216	5,415	5,626	5,846	6,065	6,311	6,557	6,818	6,990	7,165	7,345	7,564	7,678
27	5,316	5,518	5,733	5,961	6,187	6,428	6,691	6,952	7,126	7,304	7,488	7,711	7,828
28	5,417	5,626	5,846	6,065	6,311	6,557	6,818	7,091	7,269	7,450	7,638	7,867	7,984

30	5,630	5,846	6,065	6,311	6,557	6,818	7,090	7,375	7,559	7,748	7,942	8,181	8,303
32	5,840	6,065	6,311	6,557	6,818	7,090	7,375	7,672	7,865	8,062	8,261	8,510	8,637

Continuation: Exhibit A
HPCA Monthly Salary Schedule Effective July 1, 2024 to June 30, 2025

Range	**1P**	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**
Munis Equivalent	*0*	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*
33	5,954	6,187	6,428	6,691	6,952	7,227	7,519	7,829	8,023	8,226	8,430	8,684	8,814
35	6,187	6,428	6,691	6,952	7,227	7,519	7,829	8,136	8,340	8,549	8,762	9,026	9,161
37	6,437	6,691	6,952	7,227	7,519	7,829	8,136	8,469	8,682	8,899	9,120	9,394	9,536
38	6,558	6,818	7,090	7,375	7,672	7,977	8,297	8,643	8,858	9,080	9,307	9,585	9,730
40	6,818	7,090	7,375	7,672	7,977	8,297	8,643	8,996	9,221	9,452	9,688	9,980	10,128
41	6,950	7,227	7,519	7,764	8,136	8,469	8,818	9,180	9,411	9,645	9,888	10,184	10,336
43	7,232	7,519	7,829	8,136	8,469	8,818	9,180	9,566	9,803	10,050	10,299	10,609	10,769
44	7,376	7,672	7,977	8,297	8,643	8,996	9,375	9,759	10,002	10,252	10,508	10,824	10,986
45	7,523	7,829	8,136	8,469	8,818	9,180	9,566	9,956	10,207	10,463	10,724	11,046	11,212
47	7,824	8,136	8,469	8,818	9,180	9,566	9,956	10,377	10,635	10,901	11,174	11,509	11,681
49	8,136	8,469	8,818	9,180	9,566	9,956	10,377	10,805	11,073	11,351	11,635	11,984	12,163
50	8,311	8,643	8,996	9,375	9,759	10,164	10,589	11,039	11,314	11,597	11,888	12,245	12,429
51	8,476	8,818	9,179	9,566	9,956	10,377	10,805	11,261	11,544	11,831	12,126	12,490	12,678
52	8,640	8,996	9,375	9,759	10,164	10,589	11,039	11,496	11,785	12,079	12,382	12,752	12,944
53	8,818	9,180	9,566	9,956	10,377	10,805	11,261	11,733	12,028	12,327	12,637	13,016	13,212
54	9,005	9,375	9,759	10,164	10,589	11,039	11,496	11,981	12,281	12,588	12,902	13,290	13,488
55	9,189	9,566	9,956	10,377	10,805	11,261	11,733	12,231	12,536	12,850	13,170	13,566	13,768

EXHIBIT B
HAWTHORNE POLICE CIVILIAN ASSOCIATION
MONTHLY SALARY SCHEDULE

Effective July 1, 2025 to June 30, 2026
5% Salary increase over the previous Salary Schedule effective July 1, 2024

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
Munis Equivalent	*0*	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*
1	3,504	3,624	3,763	3,884	4,020	4,169	4,312	4,460	4,571	4,685	4,801	4,947	5,021
3	3,637	3,763	3,884	4,022	4,169	4,312	4,460	4,637	4,754	4,871	4,994	5,144	5,220
5	3,756	3,884	4,020	4,169	4,312	4,460	4,637	4,805	4,924	5,047	5,174	5,329	5,409
6	3,823	3,959	4,089	4,237	4,393	4,549	4,716	4,887	5,009	5,134	5,262	5,419	5,501
7	3,884	4,022	4,169	4,312	4,460	4,637	4,805	4,990	5,116	5,243	5,374	5,535	5,617
8	3,950	4,089	4,237	4,393	4,549	4,716	4,887	5,077	5,204	5,334	5,467	5,632	5,716
10	4,095	4,237	4,393	4,549	4,716	4,888	5,077	5,268	5,401	5,535	5,673	5,844	5,931
12	4,244	4,393	4,549	4,716	4,887	5,077	5,268	5,477	5,614	5,755	5,899	6,076	6,167
15	4,475	4,637	4,805	4,990	5,167	5,371	5,579	5,794	5,939	6,088	6,240	6,426	6,523
16	4,548	4,716	4,888	5,077	5,268	5,477	5,686	5,907	6,054	6,206	6,361	6,551	6,650
17	4,635	4,805	4,990	5,167	5,371	5,579	5,794	6,020	6,170	6,325	6,483	6,677	6,778
18	4,716	4,888	5,077	5,268	5,477	5,686	5,907	6,139	6,292	6,451	6,612	6,809	6,912
19	4,808	4,990	5,167	5,371	5,579	5,794	6,020	6,259	6,414	6,576	6,740	6,940	7,046
20	4,897	5,077	5,268	5,477	5,686	5,907	6,139	6,368	6,527	6,689	6,858	7,062	7,168
22	5,077	5,268	5,477	5,686	5,907	6,139	6,368	6,629	6,796	6,967	7,140	7,355	7,466
23	5,175	5,371	5,579	5,794	6,020	6,259	6,496	6,750	6,918	7,091	7,268	7,486	7,598
24	5,278	5,477	5,686	5,907	6,139	6,368	6,626	6,885	7,056	7,234	7,413	7,637	7,752
26	5,477	5,686	5,907	6,139	6,368	6,626	6,885	7,159	7,339	7,523	7,712	7,942	8,061
27	5,582	5,794	6,020	6,259	6,496	6,750	7,025	7,300	7,483	7,669	7,862	8,097	8,219
28	5,688	5,907	6,139	6,368	6,626	6,885	7,159	7,445	7,633	7,822	8,020	8,260	8,383
30	5,912	6,139	6,368	6,626	6,885	7,159	7,444	7,744	7,937	8,135	8,339	8,590	8,719
32	6,132	6,368	6,626	6,885	7,159	7,444	7,744	8,056	8,258	8,465	8,674	8,936	9,069

Continuation: Exhibit B
HPCA Monthly Salary Schedule Effective July 1, 2025 to June 30, 2026

Range	**1P**	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**
Munis Equivalent	*0*	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*
33	6,251	6,496	6,750	7,025	7,300	7,589	7,895	8,220	8,424	8,637	8,852	9,118	9,254
35	6,496	6,750	7,025	7,300	7,589	7,895	8,220	8,543	8,757	8,977	9,200	9,477	9,619
37	6,758	7,025	7,300	7,589	7,895	8,220	8,543	8,893	9,117	9,344	9,576	9,864	10,013
38	6,886	7,159	7,444	7,744	8,056	8,376	8,712	9,075	9,301	9,534	9,773	10,065	10,217
40	7,159	7,444	7,744	8,056	8,376	8,712	9,075	9,446	9,682	9,925	10,173	10,479	10,635
41	7,297	7,589	7,895	8,152	8,543	8,893	9,259	9,639	9,882	10,128	10,382	10,693	10,853
43	7,594	7,895	8,220	8,543	8,893	9,259	9,639	10,044	10,293	10,552	10,814	11,140	11,307
44	7,745	8,056	8,376	8,712	9,075	9,446	9,844	10,247	10,502	10,765	11,034	11,366	11,535
45	7,899	8,220	8,543	8,893	9,259	9,639	10,044	10,454	10,717	10,986	11,260	11,598	11,772
47	8,215	8,543	8,893	9,259	9,639	10,044	10,454	10,896	11,167	11,446	11,733	12,085	12,265
49	8,543	8,893	9,259	9,639	10,044	10,454	10,896	11,345	11,627	11,918	12,217	12,583	12,771
50	8,726	9,075	9,446	9,844	10,247	10,672	11,119	11,591	11,879	12,177	12,483	12,857	13,050
51	8,899	9,259	9,638	10,044	10,454	10,896	11,345	11,824	12,121	12,423	12,733	13,114	13,312
52	9,072	9,446	9,844	10,247	10,672	11,119	11,591	12,071	12,374	12,683	13,001	13,390	13,592
53	9,259	9,639	10,044	10,454	10,896	11,345	11,824	12,319	12,629	12,943	13,269	13,667	13,873
54	9,455	9,844	10,247	10,672	11,119	11,591	12,071	12,580	12,895	13,218	13,548	13,954	14,163
55	9,648	10,044	10,454	10,896	11,345	11,824	12,319	12,843	13,163	13,492	13,829	14,244	14,456

EXHIBIT C
HAWTHORNE POLICE CIVILIAN ASSOCIATION
MONTHLY SALARY SCHEDULE

Effective July 1, 2026 to June 30, 2027
5% Salary increase over the previous Salary Schedule effective July 1, 2025

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
Munis Equivalent	*0*	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*
1	3,679	3,805	3,951	4,078	4,221	4,377	4,527	4,683	4,800	4,919	5,041	5,194	5,272
3	3,819	3,951	4,078	4,223	4,377	4,527	4,683	4,869	4,992	5,114	5,244	5,401	5,481
5	3,944	4,078	4,221	4,377	4,527	4,683	4,869	5,045	5,170	5,300	5,433	5,596	5,679
6	4,015	4,157	4,294	4,449	4,613	4,776	4,952	5,132	5,259	5,391	5,525	5,690	5,777
7	4,078	4,223	4,377	4,527	4,683	4,869	5,045	5,239	5,371	5,506	5,642	5,811	5,898
8	4,148	4,294	4,449	4,613	4,776	4,952	5,132	5,331	5,464	5,601	5,741	5,913	6,002
10	4,299	4,449	4,613	4,776	4,952	5,133	5,331	5,531	5,671	5,811	5,957	6,137	6,228
12	4,456	4,613	4,776	4,952	5,132	5,331	5,531	5,751	5,895	6,043	6,194	6,380	6,476
15	4,699	4,869	5,045	5,239	5,426	5,640	5,858	6,083	6,236	6,392	6,552	6,748	6,850
16	4,775	4,952	5,133	5,331	5,531	5,751	5,970	6,203	6,357	6,516	6,679	6,879	6,983
17	4,867	5,045	5,239	5,426	5,640	5,858	6,083	6,321	6,478	6,641	6,807	7,011	7,117
18	4,952	5,133	5,331	5,531	5,751	5,970	6,203	6,446	6,607	6,773	6,942	7,149	7,257
19	5,048	5,239	5,426	5,640	5,858	6,083	6,321	6,572	6,735	6,905	7,077	7,287	7,398
20	5,142	5,331	5,531	5,751	5,970	6,203	6,446	6,686	6,853	7,023	7,200	7,415	7,527
22	5,331	5,531	5,751	5,970	6,203	6,446	6,686	6,961	7,136	7,315	7,497	7,723	7,839
23	5,434	5,640	5,858	6,083	6,321	6,572	6,821	7,087	7,264	7,446	7,631	7,860	7,978
24	5,542	5,751	5,970	6,203	6,446	6,686	6,957	7,229	7,409	7,595	7,784	8,019	8,139
26	5,751	5,970	6,203	6,446	6,686	6,957	7,229	7,516	7,706	7,900	8,098	8,340	8,465
27	5,861	6,083	6,321	6,572	6,821	7,087	7,376	7,665	7,857	8,052	8,255	8,502	8,630
28	5,972	6,203	6,446	6,686	6,957	7,229	7,516	7,817	8,014	8,213	8,421	8,673	8,803
30	6,207	6,446	6,686	6,957	7,229	7,516	7,816	8,131	8,334	8,542	8,756	9,019	9,154
32	6,439	6,686	6,957	7,229	7,516	7,816	8,131	8,459	8,671	8,888	9,108	9,383	9,523

Continuation: Exhibit C
HPCA Monthly Salary Schedule Effective July 1, 2026 to June 30, 2027

Range	**1P**	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**
Munis Equivalent	*0*	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*
33	6,564	6,821	7,087	7,376	7,665	7,968	8,290	8,631	8,845	9,069	9,295	9,574	9,717
35	6,821	7,087	7,376	7,665	7,968	8,290	8,631	8,970	9,195	9,425	9,660	9,951	10,100
37	7,096	7,376	7,665	7,968	8,290	8,631	8,970	9,337	9,572	9,811	10,055	10,357	10,514
38	7,231	7,516	7,816	8,131	8,459	8,794	9,148	9,528	9,766	10,011	10,261	10,568	10,728
40	7,516	7,816	8,131	8,459	8,794	9,148	9,528	9,919	10,166	10,421	10,681	11,003	11,166
41	7,662	7,968	8,290	8,559	8,970	9,337	9,722	10,121	10,376	10,634	10,901	11,228	11,396
43	7,974	8,290	8,631	8,970	9,337	9,722	10,121	10,546	10,808	11,080	11,355	11,697	11,873
44	8,132	8,459	8,794	9,148	9,528	9,919	10,336	10,759	11,028	11,303	11,586	11,934	12,112
45	8,294	8,631	8,970	9,337	9,722	10,121	10,546	10,977	11,253	11,536	11,823	12,178	12,361
47	8,625	8,970	9,337	9,722	10,121	10,546	10,977	11,441	11,726	12,018	12,319	12,689	12,879
49	8,970	9,337	9,722	10,121	10,546	10,977	11,441	11,912	12,208	12,514	12,828	13,212	13,410
50	9,163	9,528	9,919	10,336	10,759	11,206	11,675	12,170	12,473	12,786	13,107	13,500	13,703
51	9,344	9,722	10,120	10,546	10,977	11,441	11,912	12,416	12,727	13,044	13,369	13,770	13,977
52	9,526	9,919	10,336	10,759	11,206	11,675	12,170	12,675	12,993	13,317	13,651	14,059	14,271
53	9,722	10,121	10,546	10,977	11,441	11,912	12,416	12,935	13,261	13,591	13,932	14,350	14,566
54	9,928	10,336	10,759	11,206	11,675	12,170	12,675	13,209	13,540	13,879	14,225	14,652	14,871
55	10,130	10,546	10,977	11,441	11,912	12,416	12,935	13,485	13,821	14,167	14,520	14,957	15,179

Attachment A – Resolution 7486 Merit Pay

RESOLUTION NO. 7846

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, APPROVING A NEW ARTICLE 8.1 (MERIT PAY) TO THE HAWTHORNE MUNICIPAL EMPLOYEES' MEMORANDUM OF UNDERSTANDING TO PROVIDE A MERIT PAY POLICY FOR FULL-TIME EMPLOYEES

WHEREAS, as a result of a recent CalPERS audit, it was determined that the City was found deficient in its reporting of special compensation related to Merit Pay;

WHEREAS, the City Council of the City of Hawthorne wishes to approve the "Merit Pay" policy and add Article 8.1 Merit Pay to provide Full-Time employees a merit raise based on specified eligibility requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, hereby resolves as follows:

SECTION 1. The City Council of the City of Hawthorne hereby approves adding a new Article 8.1 (Merit Pay) to the Hawthorne Municipal Employees Association Memorandum of Understanding, as contained in Exhibit A, attached and incorporated herein by this reference.

SECTION 2. New Article 8.1 (Merit Pay) providing a Merit Pay Policy shall be retroactive to January 1, 2013.

SECTION 3. This Resolution is effective immediately.

PASSED, APPROVED AND ADOPTED this 27th day of September, 2016.

ALEX VARGAS, Mayor
City of Hawthorne, California

ATTEST:

Norb Huber, City Clerk
City of Hawthorne, California

APPROVED AS TO FORM:

Russell L. Miyahira, City Attorney
City of Hawthorne, California

Resolution No. 7846

ATTACHMENT A

The employee must receive majority (6 or more out of 11) mark ratings of "Exceeds Expectations" on two (2) out of their last three (3) annual evaluations. The overall rating category must be "Exceeds" to be determined eligible. Additionally, the City must have a surplus of $200K at the beginning of the Fiscal Year (July 1). In the case of an employee not having an employee evaluation on file, the Department Head must submit a Memo of Approval to the Director of Human Resources for action. Once awarded in compliance with this Policy, an employee shall continue to receive such merit pay until the sooner of (A) revocation of merit pay in compliance with this Policy, as provided for below, or (B) discontinuation of employment with the City.

An employee may have the Merit Pay removed if they obtain an overall rating category of "Unsatisfactory" as a result of any future annual evaluations or are disciplined as a result for behavior unbecoming of an employee of the City of Hawthorne.

Should there be a change to the rating categories as a result of revisions to the City's Employee Evaluation format, the City agrees to a limited re-opener to discuss needed adjustments. Employee's evaluations will be due by July 1 of every year. If an employee's annual evaluation is 90 days overdue and they are eligible for a Merit Pay, a rating of "Meets and or Exceeds Expectations" will be required on only two (2) out of the employee's last four (4) annual evaluations. The Merit Pay will be paid to an eligible employee as soon as feasible. Merit Pay will become effective on the current pay period upon receipt of the personnel action form (no retroactive payment will be issued).

Example:	Effective date of Merit Pay	= 07/01/2016
	Finance receives Personnel Action Form	= 08/01/2016
	Merit Pay will be applied on pay period of	= 08/01/2016

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) §
CITY OF HAWTHORNE)

I, **Monica Dicrisci**, the duly appointed Deputy City Clerk of the City of Hawthorne, California, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 7846 was duly adopted by the City Council of the City of Hawthorne, at the regular meeting of the City Council held **September 27, 2016** and that it was adopted by the following vote, to wit:

AYES: Councilmembers Awad, Reyes English, Valentine, Mayor Vargas.

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Michelin.

Deputy City Clerk
City of Hawthorne, California

Attachment B – Resolution 5342 Jury Duty

RESOLUTION NO. 5342

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, PROVIDING FOR COMPENSATION FOR JURY DUTY FOR FULL-TIME CITY EMPLOYEES.

WHEREAS, jury duty is part of the obligation of citizenship; and

WHEREAS, the City Council of the City of Hawthorne, California recognizes this obligation; and

WHEREAS, recognizing this obligation, the City Council hereby establishes that all full-time City employees shall have time off from employment with pay in order to fulfill their obligations of citizenship;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Hawthorne, California, as follows:

SECTION 1. All full-time employees (forty [40] hours per week or more) who are summoned to serve as trial jurors will be paid their regular salary during the period they are required to serve as trial jurors, but not for any period in excess of ten (10) days. All fees, except travel expenses, received for jury duty are to be turned over to the City Treasurer and shall be deposited into the General Fund.

SECTION 2. All other resolutions in conflict herewith are hereby repealed.

PASSED, APPROVED and ADOPTED this 9th day of

APRIL , 1984

GUY J. HOCKER, JR., MAYOR
City of Hawthorne, California

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael Adamson
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HAWTHORNE)

I, PATRICK E. KELLER, City Clerk of the City of Hawthorne, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 5342 was duly adopted by the City Council of the City of Hawthorne, California, at a regular meeting of the City Council held APRIL 9, 1984, and that it was adopted by the following vote, to wit:

AYES: Councilmembers Andersen, Bookhammer, York, Mayor Hocker.

NOES: None.

ABSTAIN: None.

ABSENT: Councilwoman Ainsworth.

/S/ PATRICK E. KELLER
City Clerk, City of
Hawthorne, California

AGENDA ITEM NO. 5.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: City Attorney

City Manager: **Department Head:**

SUBJECT:
RESOLUTION NO. 8501
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE CALIFORNIA, DESIGNATING AUTHORIZED AGENTS TO EXECUTE FOR AND ON THE BEHALF OF THE CITY OF HAWTHORNE FOR FINANCIAL ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) FOR RECOVERING COSTS ASSOCIATED WITH DECLARED EMERGENCIES.

RECOMMENDED MOTION:
Staff Recommends that the City Council Adopt Resolution No. 8501.

DISCUSSION:
Staff is recommending adoption of Resolution 8501, which approves and authorizes submittal of Cal OES Form 130 designating personnel to act as the agent for the City when seeking financial assistance after a disaster.

California Office of Emergency Services (CalOES) Form 130 authorizes the positions listed to execute for and on behalf of the City of Hawthorne for the purpose of obtaining certain Federal Financial Assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (P.L. 930288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities as of April 2013, and /or State financial assistance under the California Disaster Assistance Act [CDAA]) The form is required for costs recovery.

The positions designated on the Cal OES Form 130 are the City Manager, Police Chief, Acting Public Works Director, and Legal Risk Specialist. Approval of Resolution 8501 allows submittal of Cal OES Form 130, which will remain valid for three (3) years.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
N/A

FISCAL IMPACT:
None

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act.

ATTACHMENTS
Resolution No. 8501

RESOLUTION NO. 8501

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, DESIGNATING AUTHORIZED AGENTS TO EXECUTE FOR AND ON BEHALF OF THE CITY OF HAWTHORNE FOR FINANCIAL ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CalOES) FOR RECOVERING COSTS ASSOCIATED WITH DECLARED EMERGENCIES

` **WHEREAS,** the City of Hawthorne participates in the costs recovery process of disasters administered by the California Officer of Emergency Services; and

WHEREAS, the California Office of Emergency Services requires local government to designate authorized agents; and

WHEREAS, Cal OES Form 130 designates a city's authorized agents when seeking financial assistance after a Governor or Presidential disaster proclamation; and

WHEREAS, The City Council of the City of Hawthorne wishes to adopt Resolution No. 8501, designating authorized personnel to act as agents for the City when seeking financial assistance after a disaster on Cal OES Form 130, which is attached and incorporated herein as Exhibit A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, herby resolves as follows:

Section 1. That the recitals of facts set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. That the City Council of the City of Hawthorne approves submittal of Cal OES Form 130 designating the City Manager, Police Chief, Public Works Manager, and Legal Risk Specialist as designated agents to execute for and on behalf of the City of Hawthorne for financial assistance from the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (Cal OES) for recovering costs associated with declared emergencies. This form shall be valid for three (3) years.

Section 3. That any resolutions in conflict with this Resolution No. 8501 are hereby rescinded and superseded.

Section 4. The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and their certification to be entered into the Book of Resolutions of the Council of the City of Hawthorne.

///

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2024.

_____
ALEX VARGAS, Mayor
City of Hawthorne, California

ATTEST:

_____
DAYNA WILLIAMS-HUNTER, City Clerk
City of Hawthorne, California

APPROVED AS TO FORM:

_____
ROBERT KIM, City Attorney
City of Hawthorne, California

AGENDA ITEM NO. 6.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Finance

City Manager: **Department Head:**

SUBJECT:
RESOLUTION NO. 8502
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, APPROVING THE VARIOUS INTER-AGENCY AGREEMENTS WITH THE CITY OF HAWTHORNE AND ACKNOWLEDGING THE TRANSACTIONS REQUIRING PAYMENTS OR "OBLIGATIONS" AS REQUIRED UNDER ARPA/SLFRF RULES

RECOMMENDED MOTION:
Staff Recommends that the City Council Adopt Resolution No. 8502 Approving the Various Inter-Agency Agreements and Acknowledging the Transactions Requiring Payments or "Obligations" as Required Under ARPA/SLFRF Rules and Authorizing the City Manager to Execute All Such Agreements.

DISCUSSION:
The City of Hawthorne was approved for $30,260,827 in total funding under the American Rescue Plan Act (ARPA). The City approved variety of plans and programs for the use of the ARPA funding that met the criteria under the Act.

ARPA established a Corona Virus State and Local Recovery Fund ("SLFRF") that funded the City programs. SLFRF is administered by the U.S. Department of Treasury. The SLFRF rules includes the requirement of "Obligations" or "Transaction Requiring Payment" that can be met with an interagency agreement. As such, Resolution No. 8502 contains various interagency agreements for the City approved programs for the ARPA funding expenditures. Exhibit A to the Resolutions contains all such agreements.

FISCAL IMPACT:
None

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act

ATTACHMENTS
Resolution No. 8502
Civic Center
Telehealth
Water Tower
AC Generator
Air Filtration

Housing Coordination
Cyber Security
Energov
Virtual Elec. Doc. Migration
Virtual Desktop Interface
EOC Upgrade
Hawthorne Housing Rehab

RESOLUTION NO. 8502

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, APPROVING THE VARIOUS INTER-AGENCY AGREEMENTS WITH THE CITY OF HAWTHORNE AND ACKNOWLEDGING THE TRANSACTIONS REQUIRING PAYMENTS OR "OBLIGATIONS" AS REQUIRED UNDER ARPA/SLFRF RULES

WHEREAS, in response to the COVID-19 public health emergency, the United States Congress enacted the American Rescue Plan Act ("ARPA"), Pub. L. 117-2 (March 11, 2021), which established a Corona virus State and Local Recovery Fund ("SLFRF") to be administered by the U.S. Department of the Treasury; and

WHEREAS, U.S. Dept. of Treasury has clarified that the local agencies receiving funding for corona virus related relief may enter into inter-agency agreements with the cities and treat those funds as obligated; and

WHEREAS, ARPA-SLFRF recipient agencies must obligate all funds by the end of 2024, and must expend all funds by the end of 2026; and

WHEREAS, ARPA provided $30,260,827 to the City of Hawthorne from SLFRF, which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding"); and

WHEREAS, the City of Hawthorne has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City of Hawthorne and the City Departments and the approved external organizations wish to enter into these Agreements to memorialize each other's responsibilities in regards to the ARPA funding for each of the programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hawthorne does hereby find, determine and order as follows:

Section 1. The City Council of the City of Hawthorne, California, hereby incorporates by reference all the recitals herein and finds that they are true and correct.

Section 2. The Council of the City of Hawthorne, California, hereby approves all Inter-Agency and Approved External Organization Agreements attached hereto as Exhibit "A" and authorizes the City Manager to execute all said Agreements.

Section 3. The City Clerk shall certify to the adoption of this Resolution and thereafter the same shall be in full force and effect.

PASSED, APPROVED, and ADOPTED this 10th day of December 2024.

_____
ALEX VARGAS, Mayor
City of Hawthorne, California

ATTEST:

_____
DAYNA WILLIAMS-HUNTER, City Clerk
City of Hawthorne, California

APPROVED AS TO FORM:

_____
ROBERT M. KIM, City Attorney
City of Hawthorne, California

EXHIBIT A
Inter-Agency Agreements

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY
MANAGER'S OFFICE
AND
THE PUBLIC WORKS DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the **Public Works Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City desires to engage Public Works for certain services related to the management and completion of the Civic Center Park Project to improve access due to limited space and growing demands; and

WHEREAS, the Civic Center Park Project is an eligible expense under the SLFRF Guidelines , in recognition of the disproportionate negative economic impacts on certain communities and populations, the final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks; and

WHEREAS, Public Works has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

Public Works agrees to provide the following services:

The City Hall Expansion project consists of several components designed to enhance the civic center and surrounding areas including the development of Civic Center Park. The Civic Center Park, covering approximately 112,750 square feet and partially built over the parking structure, will feature a monument sign along Hawthorne Blvd, a central lawn, paved pedestrian walkways, a civic plaza, a botanical garden with walking paths, landscape buffers, shade structures, benches, and lighting. The park design will also include low-impact development (LID) elements.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the Civic Center Park Project under this Agreement in the amount not to exceed $218,554.89, payable to the vendor, selected during Bid process, upon the completion of the services. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Department.

- Public Works shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor.

5. RESPONSIBILITIES OF PUBLIC WORKS

Public Works shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Provide necessary tools, equipment, and personnel required to complete the services.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by Public Works and selected vendor to perform its services.
- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the City and Public Works and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS

This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date:_____

PUBLIC WORKS DEPARTMENT

By: _____
Akbar Farokhi
Public Works Director

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY
MANAGER'S OFFICE
AND
THE COMMUNITY SERVICES DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the **Community Services Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City desires to engage Community Services for certain services related to the management and completion of the Telehealth Project. Telehealth will provide vans parked at predetermined locations throughout the City. Each van will be equipped with 5G internet access and provide private telehealth sessions with doctors, therapists, social workers, probation officers, etc.; and

WHEREAS, the Telehealth Project is an eligible expense under the SLFRF Guidelines COVID-19 mitigation and prevention to provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Public telemedicine capabilities for COVID-19 related treatment. Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services. Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond.; and

WHEREAS, COMMUNITY SERVICES has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein,

to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

Community Services agrees to provide the following services:

- Oversee the implementation of behavioral health services such as:
- Private one-on-one conversations with doctors, therapists, social workers, probation officers, and other health professionals.
- 2 or more Telehealth Vans parked at various locations throughout the city with 5G Internet service.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the Telehealth Project under this Agreement in the amount not to exceed $206,040.00, payable to the vendor, selected during Bid process, upon the completion of the services. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Department.
- Community Services shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor.

5. RESPONSIBILITIES OF COMMUNITY SERVICES

Community Services shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Provide necessary tools, equipment, and personnel required to complete the services.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by Community Services and selected vendor to perform its services.
- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the City and Community Services and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS

This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date: _____

COMMUNITY SERVICES DEPARTMENT

By: _____
Kywanna Bowie
Community Services Manager

Date: _____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by COMMUNITY SERVICES DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY
MANAGER'S OFFICE
AND
THE PUBLIC WORKS DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the **Public Works Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City desires to engage Public Works for certain services related to the management and completion of the Water Tower Project focusing on seismically retrofitting; and

WHEREAS, the Water Tower Project is an eligible expense under the SLFRF Guidelines under the category to invest in water, sewer and broadband infrastructure: and

WHEREAS, Public Works has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

Public Works agrees to provide the following services:
This water tank was built in 1957 using the 1955 Uniform Building code which is outdated.

We will retrofit the water tower structure with four braced frames along the perimeter with new grade beams and pile caps to bring up the water tower structure to compliance with the current code level forces. The structure is classified as a Seismic Risk Category IV structure.

The design has been completed, we are waiting for FEMA to approve our plan and award the construction phase of the project.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the Water Tower Project under this Agreement in the amount not to exceed $1,172,500, payable to the vendor, selected during Bid process, upon the completion of the services. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Department.

- Public Works shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor.

5. RESPONSIBILITIES OF PUBLIC WORKS

Public Works shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Provide necessary tools, equipment, and personnel required to complete the services.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by Public Works and selected vendor to perform its services.
- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the City and Public Works and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS

This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date:_____

PUBLIC WORKS DEPARTMENT

By: _____
Akbar Farokhi
Public Works Director

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY
MANAGER'S OFFICE
AND
THE PUBLIC WORKS DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the **Public Works Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City desires to engage Public Works for certain services related to the management and completion of the Air Conditioning & Generator Project which is essential to ensuring the Memorial Center meets the needs identified in the hazard mitigation plan and provides a reliable, modern HVAC system and backup power; and

WHEREAS, the Air Conditioning & Generator Project is an eligible expense under the SLFRF Guidelines include assessing current HVAC systems, updating HVAC systems, updating air filters, installing functional windows for improved ventilation, repairing windows and doors, installing in-room air cleaning devices, and other projects for improving indoor air quality; and

WHEREAS, Public Works has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

Public Works agrees to provide the following services:

This project involves replacing the existing air conditioning system and installing a new emergency generator to improve the facility's indoor air quality and support its role as a designated cooling center, as outlined in the 2019 Local Hazard Mitigation Plan. The project will replace the current three separate HVAC systems with a centralized system, including a new chiller (127 TR), chilled water pumps, VAV air handling units, a 900 MBTUH hot water boiler, hot water pumps, a DDC control system, and a 250 kW emergency generator.

The new generator will require additional modifications to adapt it to the existing infrastructure, including new fans and other equipment. Current work includes the installation of new AC units, boiler installation, removal of old units, and preparation for the new chiller installation. Daily inspections by the Engineering Department and weekly inspections by Building and Safety are being conducted, and all necessary permits and plans have been submitted and approved. This project is essential in improving the indoor air quality of the Memorial Center and meets the needs identified in the hazard mitigation plan and provides a reliable, modern HVAC system and backup power.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the Air Conditioning & Generator Project under this Agreement in the amount not to exceed $1,925,977.02, payable to the vendor, selected during Bid process, upon the completion of the services. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Department.

- Public Works shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor.

5. RESPONSIBILITIES OF PUBLIC WORKS

Public Works shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Provide necessary tools, equipment, and personnel required to complete the services.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by Public Works and selected vendor to perform its services.

- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT
This Agreement constitutes the entire understanding between the City and Public Works and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS
This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date:_____

PUBLIC WORKS DEPARTMENT

By: _____
Akbar Farokhi
Public Works Director

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to

compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY
MANAGER'S OFFICE
AND
THE PUBLIC WORKS DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the **Public Works Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City desires to engage Public Works for certain services related to the management and completion of the Air Filtration Project to improve energy efficiency and building maintenance; and

WHEREAS, the Air Filtration Project is an eligible expense under the SLFRF Guidelines include assessing current HVAC systems, updating HVAC systems, updating air filters, installing functional windows for improved ventilation, repairing windows and doors, installing in-room air cleaning devices, and other projects for improving indoor air quality; and

WHEREAS, Public Works has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

Public Works agrees to provide the following services:

Replace two (2) existing 208-230V, 1-phase electrical circuits, each with a minimum capacity of 45A, to support the condensing units in the chiller yard. Upgrading these circuits will ensure stable and sufficient power for the condensing units, reducing the risk of electrical overload and enhancing the overall reliability and efficiency of the cooling system. This enhancement will also contribute to the chiller's performance by providing steady power, which helps maintain optimal cooling capacity and operational longevity of the equipment. In addition, we will replace one (1) existing 15A circuit and add three (3) disconnects to supply power to three (3) fan coils in parallel. This configuration will allow for independent operation and safer, more accessible maintenance of each fan coil unit. Each fan coil, receiving consistent and dedicated power, will operate more efficiently, leading to an improved air distribution system and reducing potential downtime due to electrical issues.

The improved electrical infrastructure will enable the filtration systems to operate at optimal performance levels, enhancing their ability to capture and remove airborne contaminants. This upgrade will reduce pollutants, allergens, and particles circulating through the HVAC system, promoting healthier indoor environments. Enhanced filtration efficiency also contributes to lower maintenance needs and improves system longevity, as contaminants are more effectively filtered from the air before they can impact sensitive equipment.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the Air Filtration Project under this Agreement in the amount not to exceed $75,000.00, payable to the vendor, selected during Bid process, upon the completion of the services. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Department.

- Public Works shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor.

5. RESPONSIBILITIES OF PUBLIC WORKS

Public Works shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Provide necessary tools, equipment, and personnel required to complete the services.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by Public Works and selected vendor to perform its services.
- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT
This Agreement constitutes the entire understanding between the City and Public Works and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS
This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date:_____

PUBLIC WORKS DEPARTMENT

By: _____
Akbar Farokhi
Public Works Director

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY
MANAGER'S OFFICE
AND
THE COMMUNITY SERVICES DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the **Community Services Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City desires to engage Community Services for certain services related to the management and completion of the Housing Coordination Project. The Homeless Services Supervisor will be responsible for the oversight, program development, planning, implementation, and evaluation of all Homeless and Housing Support Services programs. The Homeless Services Supervisor will be responsible for managing a small team of individuals that will assist in resolving clients' housing crises. The Homeless Services Supervisor should have a customer-focused mentality with the ability to foster relationships and provide excellent customer service to residents, individuals and families experiencing homelessness in the City of Hawthorne; and

WHEREAS, the Housing Coordination Project is an eligible expense under the SLFRF Guidelines COVID-19 mitigation and prevention to provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general; and

WHEREAS, COMMUNITY SERVICES has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

Community Services agrees to provide the following services:

- **Oversee the implementation of**
  - Support ongoing implementation and expansion of the community's coordinated entry system including the use of the Homeless Management Information System.
  - Work with team members to assist homeless people in response to requests received and while performing outreach duties.
  - Work to identify and investigate homeless situations based on requests received.
  - Provide linkages to resources available for the homeless population.
  - Provide workshops or presentations to provide awareness and education to the community.
  - Assist with outreach efforts, coordinate regular meetings of outreach teams and attend outreach events.
  - Assist with submission of required federal reports such as annual housing inventory reports and annual homeless assessment reports.
  - Maintain a comprehensive up-to-date resource base for homeless services and referrals.
  - Maintain appropriate program documentation and record information for evaluation and reporting purposes.
  - Maintain professional relationships with offices of local government, and City and County Departments.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the Housing Coordination Project under this Agreement in the amount not to exceed $33,170.06, payable to the vendor, selected during Bid process, upon the completion of the services. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Department.

- Community Services shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor.

5. RESPONSIBILITIES OF COMMUNITY SERVICES

Community Services shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Provide necessary tools, equipment, and personnel required to complete the services.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by Community Services and selected vendor to perform its services.
- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the City and Community Services and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS

This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date:_____

COMMUNITY SERVICES DEPARTMENT

By: _____
Kywanna Bowie
Community Services Manager

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by COMMUNITY SERVICES DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY MANAGER'S OFFICE
AND
THE DEPARTMENT SERVICES DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the City of Hawthorne - **The Information Technology Services Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, WHEREAS, the City desires to engage the Department for certain services related to the management and completion of the Cybersecurity Project, which focuses on deploying comprehensive cybersecurity programs and training initiatives. This includes implementing multi -factor authentication (MFA) for enhanced access security, an AI endpoint protection system to help safeguard devices against cyber threats, and user training programs to increase awareness and resilience against security risks. The project aims to strengthen the City's overall security posture, ensure compliance with regulatory standards, and reduce vulnerabilities in its digital infrastructure: and

WHEREAS, the Cyber Security Project is an eligible expense under the SLFRF Guidelines under the category for technology infrastructure upgrades and upgrades to hardware and software to improve access and improve user experience to the Department; and

WHEREAS, The Department has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

The Department agrees to provide the following services:

- Implementation of Multi-Factor Authentication (MFA): Deploy MFA across City systems to enhance access security, including configuration, testing, and user onboarding.
- Endpoint Protection Deployment: Install and configure endpoint protection system to safeguard devices from malware, ransomware, and other cyber threats.
- User Training Programs: Develop and deliver cybersecurity awareness training for City staff, focusing on identifying phishing attempts, secure password practices, and response to security incidents.
- Integration and Configuration: Ensure seamless integration of new systems with existing City IT infrastructure and configure all solutions for optimal performance and security.
- System Monitoring and Reporting: Establish monitoring tools to track the effectiveness of the endpoint protection system and provide regular status reports on security posture.
- Ongoing Support and Maintenance: Deliver technical support for deployed systems, including updates, patch management, and troubleshooting.
- Post-Deployment Effectiveness Assessment: Evaluate the performance of implemented solutions and identify opportunities for continuous improvement to ensure the City's cybersecurity posture evolves with emerging threats.

These services will ensure a comprehensive and effective deployment of the City's cybersecurity initiatives, fostering resilience and protecting critical infrastructure.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the Cyber Security Project under this Agreement in the amount not to exceed $70,174.50, payable to vendor(s), selected during a selection process, upon the completion of the services. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of the Department.
- The Department shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor(s).

5. RESPONSIBILITIES OF THE DEPARTMENT

The Department shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Provide necessary tools, equipment, and personnel required to complete the services.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by The Department and selected vendor to perform its services.

- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT
This Agreement constitutes the entire understanding between the City and the Department and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS
This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date:_____

THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT

By: _____
Josh Armstrong
The Department Manager

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY MANAGER'S OFFICE
AND
THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the City of Hawthorne - **Information Technology Services Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City desires to engage the Department for certain services related to the management and completion of the Enterprise Permitting & Licensing (EPL) Application (formally EnerGOV) supporting the Virtual City Hall Project, which provides citizens with a centralized online platform for tasks such as bill payment, building permit applications, plan checks, and reporting issues like potholes, code violations, and trash pick-ups, enhancing accessibility and streamlining city services.; and

WHEREAS, the EPL Virtual City Hall Project is an eligible expense under the SLFRF Guidelines under the category for technology infrastructure upgrades and upgrades to hardware and software to improve access and improve user experience to information technology as eligible uses; and

WHEREAS, the Department has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

The Department agrees to provide the following services to ensure the effective management, deployment, and ongoing operation of the EPL Virtual City Hall Project:

- EnerGov Community Development Suite: Annual subscription and management of the core platform for development services.
- EnerGov Central Cashiering SDK: Subscription and integration for centralized cashiering capabilities.
- EnerGov Citizen Self Service - Community Development: Annual subscription for citizen-facing online service tools.
- EnerGov Community Development SDK: Annual fee for software development kit access.
- EnerGov Decision Engine (PLM): Subscription for automated decision workflows.
- EnerGov e-Reviews: Subscription to enable electronic plan review capabilities.
- EnerGov Intelligent Automation Agent: Ongoing service for automated task execution.
- EnerGov Intelligent Objects: Recurring service for enhanced data processing and management.
- EnerGov My GovPay: Subscription for integrated payment processing.
- EnerGov Report Toolkit: Annual fee for customizable reporting tools.
- EnerGov Standard Technical Support: Annual fee for technical support services.
- EnerGov Unlimited iG Workforce App Access: Annual subscription for mobile app access.
- Tyler 311 for EnerGov Only: Subscription for streamlined issue reporting and management.
- EnerGov VirtualPay: Subscription for secure virtual payment processing.
- Tyler GIS: Subscription for geographic information system integration.
- Tyler Cashiering: Annual fee for cashiering module maintenance and support.
- EnerGov Hosted Report Management: Subscription per user for hosted reporting capabilities.
- EnerGov Community Development Suite - Additional User Licenses: Licensing for expanded system access.

These services encompass system hosting, technical support, citizen self-service tools, payment processing, reporting, and advanced automation features, ensuring seamless operation and enhanced user experiences for citizens and staff.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the EPL Virtual City Hall Project under this Agreement in the amount not to exceed $154,901.73, payable to the vendor, selected during Bid process, upon the completion of the services. Any expenses/costs incurred by the Department in excess of this amount shall be the sole responsibility of the Department.
- The Department shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor.

5. RESPONSIBILITIES OF INFORMATION TECHNOLOGY

The Department shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by Information Technology and selected vendor to perform its services.
- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the City and Information Technology and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS

This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date:_____

INFORMATION TECHNOLOGY SERVICES DEPARTMENT

By: _____
Josh Armstrong
Information Technology Manager

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY MANAGER'S OFFICE
AND
THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the City of Hawthorne - **Information Technology Services Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City desires to engage the Department for certain services related to the management and completion of the Virtual Electronic Doc Migration Project, which aims to deploy the DocuWare solution to digitize paper documents, streamline workflows, and reduce reliance on physical storage for various city departments. This project will improve document accessibility, enhance record retention practices, and eliminate inefficiencies associated with manual handling and storage of paper files; and

WHEREAS, the Virtual Electronic Doc Migration Project is an eligible expense under the SLFRF Guidelines under the category for describe technology infrastructure upgrades and upgrades to hardware and software to improve access and improve user experience to information technology; and

WHEREAS, Information Technology has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

The Department agrees to provide the following services:

- Needs Assessment and Planning: Conduct a comprehensive review of departmental document management needs, assess existing processes, and develop a deployment plan for the DocuWare solution tailored to the City's requirements.
- System Design and Configuration: Design and configure the DocuWare system, including user roles, access permissions, workflow automation, and indexing standards for efficient document retrieval.
- Hardware and Software Procurement: Assist in the acquisition of necessary hardware (e.g., scanners) and software licenses to support the electronic document management solution.
- Data Migration: Securely digitize and migrate existing paper records and legacy electronic files into the new system, ensuring data integrity and compliance with retention policies.
- Workflow Optimization: Design and implement electronic workflows to streamline document approval, routing, and archiving processes, eliminating redundant manual steps.
- Integration Services: Integrate the DocuWare system with existing city software platforms (e.g., financial systems, permit management) to enable seamless data sharing and processing.
- User Training and Documentation: Provide comprehensive training to City staff on the use of the DocuWare system, along with detailed user manuals and best practices for ongoing operations.
- Security and Compliance: Implement robust security measures to ensure document confidentiality and compliance with applicable record retention and data privacy laws.
- Support and Maintenance: Offer ongoing technical support, system updates, and maintenance to ensure continued optimal performance of the DocuWare solution.
- Storage and Retrieval Optimization: Establish standards for electronic document organization, storage, and retrieval to maximize efficiency and accessibility.
- Performance Monitoring and Reporting: Monitor system usage and performance, providing regular reports to track project success and identify opportunities for improvement.

These services will ensure a successful deployment of the DocuWare electronic document management solution, transforming how the City manages, accesses, and archives its records.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the Virtual Electronic Doc Migration Project under this Agreement in the amount not to exceed $445,200.84, payable to the vendor, selected during Bid process, upon the completion of the services. Any expenses/costs

incurred by the Department in excess of this amount shall be the sole responsibility of the Department.
- The Department shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor.

5. RESPONSIBILITIES OF INFORMATION TECHNOLOGY

Information Technology shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by Information Technology and selected vendor to perform its services.
- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the City and the Department and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS

This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date:_____

INFORMATION TECHNOLOGY DEPARTMENT

By: _____
Josh Armstrong
Information Technology Manager

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY MANAGER'S OFFICE
AND
THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the City of Hawthorne - **Information Technology Services Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City desires to engage the Department for certain services related to the management and completion of the Virtual Desktop Interface (VDI) Project, which involves deploying a centralized virtual computing environment that enables users to access desktop interfaces remotely through secure, scalable, and centrally managed servers. This project aims to enhance operational efficiency, improve data security, enable disaster recovery capabilities, and provide flexible access to city resources for authorized personnel across various departments; and

WHEREAS, the VDI Project is an eligible expense under the SLFRF Guidelines under the category of technology infrastructure upgrades and upgrades to hardware and software to improve access and improve user experience to information technology resources; and

WHEREAS, The Department has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the project.

2. SCOPE OF SERVICES

The Department agrees to provide the following services in connection with the full deployment of a brand-new VDI solution, as well as the necessary supporting desktop hardware, servers, storage, and networking infrastructure:

- Assessment and Planning: Conduct a thorough needs analysis, assess existing IT infrastructure, and develop a comprehensive deployment plan tailored to the City's requirements.
- Design and Architecture: Design a scalable, secure, and efficient VDI architecture that integrates seamlessly with the City's IT systems.
- Procurement Assistance: Identify and recommend hardware, software, and licensing requirements for servers, storage, and networking, ensuring cost-effectiveness and compatibility.
- Infrastructure Setup: Deploy and configure physical and virtual servers, storage systems, and networking hardware to support the VDI solution.
- Virtual Desktop Deployment: Set up and configure the VDI environment, including provisioning virtual desktops, optimizing performance, and implementing access controls.
- Data Migration: Facilitate the secure migration of existing user data and applications to the new VDI environment.
- Security Implementation: Configure robust security measures, including encryption, multi-factor authentication, and user access controls to ensure data integrity and compliance with industry standards.
- Testing and Quality Assurance: Perform comprehensive testing of the VDI environment and supporting infrastructure to ensure stability, performance, and reliability.
- Training and Documentation: Provide training for City personnel on the use and administration of the VDI system, along with detailed documentation for ongoing reference.
- Ongoing Maintenance and Support: Deliver post-deployment support, including monitoring, troubleshooting, and regular updates to the VDI environment and supporting infrastructure.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the VDI Project under this Agreement in the amount not to exceed $700,000.00, payable to the vendor(s), selected during Bid process, upon the completion of the services. Any expenses/costs incurred by the Department in excess of this amount shall be the sole responsibility of the Department.
- The department shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor(s).

5. RESPONSIBILITIES OF THE DEPARTMENT

The department shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by the Department and selected vendor to perform its services.
- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the City and the department and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS

This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____

Vontray Norris
City Manager

Date:_____

INFORMATION TECHNOLOGY DEPARTMENT

By: _____

Josh Armstrong
Information Technology Manager

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY MANAGER'S OFFICE
AND
THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the City of Hawthorne - **The Information Technology Services Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, WHEREAS, the City desires to engage Information Technology for certain services related to the management and upgrade of the City Hall Emergency Operations Center (EOC) Project, which aims to enhance the operational capabilities of the EOC through the deployment of new radios, antenna systems, computer systems, and other essential office equipment. This project will improve communication, coordination, and overall efficiency during emergency response efforts, ensuring the EOC is fully equipped to support the City's disaster preparedness and emergency management objectives; and

WHEREAS, the EOC Upgrade Project is an eligible expense under the SLFRF Guidelines under the category of Emergency operations centers & emergency response equipment (e.g., emergency response radio systems; and

WHEREAS, the Department has the expertise and resources in conjunction with the Risk Management Department to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

The Department agrees to provide the following services as part of the City Hall Emergency Operations Center (EOC) Upgrade Project:

- **Assessment and Planning**: Assist Risk Management in conducting an evaluation of the current EOC infrastructure and develop a detailed upgrade plan to address identified technology, system, and furniture needs.
- **Deployment of Radios and Antenna Systems**: Install and configure advanced radio communication equipment and antenna systems to enhance signal strength, reliability, and range.
- **Computer System Upgrades**: Procure, install, and configure modern computer systems to support critical EOC functions, ensuring compatibility with existing software and tools.
- **Network Infrastructure Enhancements**: Upgrade network connectivity within the EOC to support real-time communication and data sharing.
- **Office Equipment Installation**: Procure and install essential office equipment, such as monitors, telephones, and ergonomic furniture, to improve the functionality and usability of the EOC workspace.
- **System Integration**: Ensure seamless integration of all newly deployed systems with existing EOC infrastructure, maintaining operational continuity and effectiveness.

These services will provide the EOC with updated technology, systems, and furniture to enhance its capabilities, ensuring it is well-prepared to support the City's emergency response and management efforts.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the EOC Upgrade Project under this Agreement in the amount not to exceed $200,000.00, payable to a vendor(s), selected during a selection process, upon the completion of the services. Any expenses/costs incurred by the Department in excess of this amount shall be the sole responsibility of the Department.
- The Department shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor(s).

5. RESPONSIBILITIES OF INFORMATION TECHNOLOGY

The Department shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by the Department and selected vendor(s) to perform its services.
- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the City and the Department and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS

This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date:_____

INFORMATION TECHNOLOGY SERVICES DEPARTMENT

By: _____
Josh Armstrong
Information Technology Manager

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY
MANAGER'S OFFICE
AND
THE HOUSING DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Hawthorne ("CITY"), namely the **City Manager's Office** and the **Housing Department** ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $30,260,827 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations; and

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding; and

WHEREAS, the City desires to engage in a housing revitalization project known as the Hawthorne Housing Rehabilitation of the City Owned Properties 2023 (Project#23-09). This HUD approved project will update 38 existing low-income affordable housing units.

WHEREAS, the Hawthorne Housing Rehabilitation of the City Owned Properties 2023 (Project#23-09) is an eligible expense under the SLFRF Guidelines under the category for development, repair, and operation of affordable housing and services or programs to increase long-term housing security" is an enumerated eligible use to respond to impacts of the pandemic on households and communities; and

WHEREAS, Housing has the expertise and resources to provide such services and agrees to provide the services in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

City Manager's Office hereby agrees to provide ARPA funding, in the amount set forth herein, to the Department to facilitate the implementation of the program.

2. SCOPE OF SERVICES

Housing agrees to manage the project and pay the contractor according to the job specifications for each site. The scope of work includes:

Remodeling, renovating and modifying the City's apartment buildings, kitchens, and restrooms and to comply with the requirements of the Americans with Disability Act (ADA). The work also consist of new doors and frames, hardware, flooring, drywall, toilet compartments, toilet fixtures, windows, caulking and sealants, stripping, patching, painting, cleaning, plumbing, electrical and mechanical work and all other incidental work necessary to complete the improvement in accordance with the Specifications. This project will bring units up to code and upgrade living conditions.

3. TERM

The term of this Agreement shall commence on December 10, 2024 and shall continue until December 31, 2026, unless terminated earlier in accordance with Section 7 of this Agreement.

4. CONTRACT AMOUNT

- The City agrees to provide ARPA funding for the Hawthorne Housing Rehabilitation of the City Owned Properties 2023 (Project#23-09) under this Agreement in the amount not to exceed $1,207,494.16, payable to the vendor, selected during Bid process, upon the completion of the services. Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Department.

- Housing shall provide invoices to the City on monthly or quarterly basis, detailing the services performed by the vendor.

5. RESPONSIBILITIES OF HOUSING

Housing shall:

- Ensure all work is performed in a professional and timely manner.
- Comply with all applicable laws, ordinances, and regulations.
- Provide necessary tools, equipment, and personnel required to complete project management.
- Ensure that all expenditures are to be in accordance with the approved budget.

6. RESPONSIBILITIES OF THE CITY

The City shall:

- Provide access to all relevant city property and facilities required by Housing and selected vendor to perform its services.
- The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the City and Housing and supersedes all prior agreements or understandings, whether oral or written.

8. AMENDMENTS

This Agreement may be amended only in writing, signed by both parties.

9. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

CITY OF HAWTHORNE

CITY MANAGER'S OFFICE

By: _____
Vontray Norris
City Manager

Date:_____

HOUSING DEPARTMENT

By: _____
Kimberly Mack
Housing Director

Date:_____

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The Department will implement the program, as approved by CITY MANAGER'S OFFICE, which is attached hereto and incorporated herein.

2. The Department's implementation of the program may include but not be limited to contracting with contractors or vendors, providing oversight of contractors or vendors, and providing budget oversight, drafting reports, and overseeing program evaluation.

3. The Department supported by CITY MANAGER'S OFFICE will provide grant management, compliance support, and fiscal oversight consistent with ARPA funding requirements.

4. The Department will work with contractors to track program outcomes and will provide draft program reports to CITY MANAGER'S OFFICE as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by FINANCE DEPARTMENT.

5. The Department will receive invoices from contractors or vendors, track expenditures, and complete draft fiscal reports for submission to CITY MANAGER'S OFFICE.

6. The Department shall follow the instructions of CITY MANAGER'S OFFICE related to compliance with ARPA funding requirements.

AGENDA ITEM NO. 7.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Human Resources

City Manager: **Department Head:**

SUBJECT:
RESOLUTION NO. 8504
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA APPROVING WAGE TERMS OF THE EMPLOYMENT OF THOSE EMPLOYEES REPRESENTED BY THE HAWTHORNE MUNICIPAL EMPLOYEE ASSOCIATION PART-TIME (HMEA - PT)

RECOMMENDED MOTION:
Staff recommends that the City Council Adopt Resolution No. 8504 approving the wage terms of employment for employees represented by the Hawthorne Municipal Employee Association Part-Time (HMEA--PT).

DISCUSSION:
The State of California has announced an increase in the minimum wage from $16.00 per hour to $16.50 per hour, effective January 1, 2025. The City's Memorandum of Understanding for its part-time employees of Hawthorne Municipal Employee Association needs to reflect the new minimum wage.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
Not Applicable

FISCAL IMPACT:
A minimal increase in salary for some part-time employees who are currently at the 2024 minimum wage.

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act.

ATTACHMENTS
Resolution 8504
HMEA - PT Minimum Wage 1/1/25

RESOLUTION NO. 8504

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, PROVIDING FOR THE TERMS AND CONDITIONS OF EMPLOYMENT OF THOSE EMPLOYEES REPRESENTED BY THE HAWTHORNE MUNICIPAL EMPLOYEE ASSOCIATION – PART-TIME (HMEA-PT)

WHEREAS, the State of California minimum wage will increase to $16.50 per hour effective January 1, 2025; and

WHEREAS, the City of Hawthorne wishes to comply with the State of California minimum wage regulations; and

WHEREAS, this changes the previously approved and ratified Part-Time Hawthorne Municipal Employees Association (HMEA) Memorandum of Understanding (MOU) July 1, 2024 – June 30, 2027 salary schedule.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, hereby resolves as follows:

SECTION 1. The foregoing recitals in Resolution No. 8504 are true and correct.

SECTION 2. The amended salary schedule of the HMEA – PT is attached and will be incorporated in the HMEA - PT MOU from July 1, 2024 – June 30, 2027.

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be entered in the Book of Resolutions of the Council of the City.

SECTION 4. This resolution shall be in full force and effect immediately upon its passage and adoption thereof.

PASSED, APPROVED and ADOPTED this 12th day of December 2024.

Alex Vargas, Mayor
City of Hawthorne, California

ATTEST:

Dayna Williams-Hunter, City Clerk
City of Hawthorne, California

Robert M. Kim,
City Attorney
City of Hawthorne, California

HMEA Part-time Salary Schedule Effective January 1, 2025

Position	Rate	**Comment**
	1/1/2025	If hired as part-time use
Administrative Aide I		Range 15 HMEA
Administrative Aide II		Range 17 HMEA
Administrative Analyst		Range 33 HMEA
Administrative Intern	$ 16.50	
Animal Control Officer		Range 22 HMEA
Assistant Director Plan/Comm. Development		Range 25 HEG
Attorney I (civil litigation)	$ 17.86	
Attorney II (civil litigation)	$ 23.11	
Attorney Ill (civil	$ 31.52	
Attorney I (land use)	$ 36.77	
Attorney II (land use)	$ 52.53	
Aquatics Director	$ 21.96	
Background Investigator II	$ 36.77	
Buyer	$ 47.28	
Cable TV Administrator	$ 48.15	
Clerk Typist		Range 5
Code Enforcement Officer I		Range 22 HMEA
Deputy City Attorney		Range 25 HEG
Engineering Trainee	$ 22.16	
Emergency Preparedness Coordinator	$ 33.62	
Facility Cashier	$ 16.50	
File Clerk	$ 16.75	
Forensics Technician	$ 24.27	
Graffiti Worker	$ 16.50	
Graffiti Lead Worker	$ 16.75	
Graffiti Senior Lead Worker	$ 21.99	
Graphic Artist/Editor	$ 25.47	
Helicopter Pilot	$ 50.00	
Housing Specialist		Range 26 HMEA
Human Resources Analyst		Range 35 HMEA
Human Resources Assistant		Range 26 HMEA
Human Resources Clerk	$ 16.75	
Human Resources Specialist		Range 32 HMEA

Information Systems Manager		Range 19 HEG
Information Service Technician		Range 27 HMEA
Interim Planning Director		Range 35 HEG
Legal Assistant I		Range 35 HMEA
Legal Assistant II		Range 37 HMEA
Legal Intern	$ 16.50	
Legal Clerk	$ 27.37	Range 22 HMEA
Lifeguard	$ 17.04	
Maintenance Aide	$ 21.34	
Maintenance Clerk	$ 16.75	
Maintenance Technician	$ 19.24	
Maintenance Worker I	$ 23.79	
Management Analyst	$ 29.81	
Mechanic		Range 22 HMEA
Office Clerk I	$ 16.75	
Office Clerk II	$ 24.70	
Park Maintenance Aide	$ 19.87	
Parking Enforcement Officer		Range 10
Passport Clerk	$ 16.75	
Police Cadet	$ 16.50	
Police Records Aide	$ 21.44	
Police Reserve - Level I	$ 19.35	
Police Reserve - Level II	$ 16.28	
Producer	$ 21.35	
Production Assistant	$ 16.50	
Production Assistant I	$ 16.75	
Production Assistant II	$ 17.32	
Prosecutor I	$ 16.50	
Prosecutor II	$ 23.11	
Prosecutor III	$ 25.22	
Prosecutor IV	$ 27.32	
Prosecutor V	$ 28.37	
Public Information Clerk	$ 24.16	
Public Information Officer	$ 39.92	
Recreation Coordinator	$ -	
Recreation Leader I	$ 16.50	
Recreation Leader II	$ 16.75	
Recreation Leader III	$ 17.00	
Recreation Leader IV	$ 19.11	

Recreation Specialist	$ 23.61	
Reporter I	$ 16.50	
Reporter II	$ 17.50	
Senior Center Specialist I	$ 16.50	
Senior Center Specialist II	$ 17.50	
Senior Deputy Clerk		Range 35 HMEA
Senior Human Resources Analyst		Range 41 HMEA
Senior Life Guard	$ 19.60	
Street Maintenance Aide	$ 19.87	
Survey Technician	$ 28.19	
Swimming Pool Aide	$ 16.50	
Video Specialist I	$ 16.75	
Video Specialist II	$ 18.85	
Web Coordinator	$ 28.89	

* Note - Yellow highlight indicates changes effective January 1, 2025

AGENDA ITEM NO. 8.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Planning

City Manager: **Department Head:**

SUBJECT:
RESOLUTION NO. 8505
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE ORDERING THE SUMMARY VACATION OF A PORTION OF BART AVENUE SOUTH OF STACY AVENUE AND AN ALLEY LOCATED SOUTH OF BART AVENUE FINDING IT TO BE IN CONFORMANCE WITH THE GENERAL PLAN AND PURSUANT TO THE PUBLIC STREET, HIGHWAYS, AND SERVICE EASEMENTS LAW (DIVISION 9, PART 3, CHAPTER 4 OF CALIFORNIA STREETS AND HIGHWAYS CODE)

RECOMMENDED MOTION:
Staff recommends that the City Council adopt Resolution No. 8505

DISCUSSION:
The City of Hawthorne desires to vacate (1) a 50-foot-wide, 1,000 square foot portion of Bart Avenue located south of the intersection with Stacy Avenue in the City of Hawthorne and northerly of an alley and (2) a 20-foot-wide, 998 square foot alley located south of the intersection with Bart Avenue in the City of Hawthorne, as collectively recorded in Map Book 259, pages 17 through 18, inclusive, of the Official Records of Los Angeles County in 2012. The legal description of the proposed vacation is attached to this Resolution as Exhibit "A" and incorporated herein. A map showing the location of the proposed vacation is attached to this Resolution as Exhibit "B" and incorporated herein.

The City Council of the City of Hawthorne may vacate all or part of a street, highway, or public service easement pursuant to the State of California Streets and Highways Code, Section 8300 *et seq.* A summary vacation is permitted under the Streets and Highways Code Section 8331 so long as the right-of-ways in question have been impassable for vehicular travel over five consecutive years and no public money has been expended for maintenance of these right-of-ways during this five-year duration. The right-of-ways in question meet both of these criteria as they have never been developed or maintained.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
N/A

FISCAL IMPACT:
None

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act

ATTACHMENTS
Resolution No. 8505
Resolution No. 8505 - Exhibits A and B

RESOLUTION NO. 8505
STREET VACATION SD-2024-0001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE ORDERING THE SUMMARY VACATION OF A PORTION OF BART AVENUE SOUTH OF STACY AVENUE AND AN ALLEY LOCATED SOUTH OF BART AVENUE FINDING IT TO BE IN CONFORMANCE WITH THE GENERAL PLAN AND PURSUANT TO THE PUBLIC STREET, HIGHWAYS, AND SERVICE EASEMENTS LAW (DIVISION 9, PART 3, CHAPTER 4 OF CALIFORNIA STREETS AND HIGHWAYS CODE)

WHEREAS, the City of Hawthorne desires to vacate (1) a 50-foot-wide, 1,000 square foot portion of Bart Avenue located south of the intersection with Stacy Avenue in the City of Hawthorne and northerly of an alley and (2) a 20-foot-wide, 998 square foot alley located south of the intersection with Bart Avenue in the City of Hawthorne, as collectively recorded in Map Book 259, pages 17 through 18, inclusive, of the Official Records of Los Angeles County in 2012. The legal description of the proposed vacation is attached to this Resolution as Exhibit "A" and incorporated herein. A map showing the location of the proposed vacation is attached to this Resolution as Exhibit "B" and incorporated herein; and

WHEREAS, the City Council of the City of Hawthorne may vacate all or part of a street, highway, or public service easement pursuant to California Streets and Highways Code, Section 8300 *et seq.*; and

WHEREAS, the summary vacation requirement for a public street and right-of-way has been met as set forth in the California Streets and Highways Code Section 8331; and

WHEREAS, the proposed vacation meets requirements in the California Streets and Highways Code Section 8331 as the right-of-ways have been impassable for vehicular travel over five consecutive years and no public money was expended for maintenance of these right-of-ways during this five-year duration; and

WHEREAS, the proposed vacation is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, Section 15305, Class 5.

THE CITY COUNCIL OF THE CITY OF HAWTHORNE DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. Based on the California Streets and Highways Code, Division 9, Part 3, Chapter 4, the City Council of the City of Hawthorne orders the summary vacation of that portion of Bart Avenue and the adjacent alley located within the site, as identified in Exhibit "B" based on the following:

1. The subject right-of-ways have not been developed as right-of-ways during the City's history. As such, they have not been in use for more than five consecutive years.

2. As these right-of-ways have never been developed, public money has not been expended for more than the five consecutive years required.

SECTION 2. Upon the determination of the City Council, a Notice of Exemption will be filed. The proposed vacation is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, Section 15305, Class 5. Class 5 Exemptions are for Minor Alterations in Land Use Limitations and exempts from environmental review minor alterations in land use limitations in areas with an average slope of less than 20 percent and which do not result in any changes in land use or density. The location of the right-of-ways has an average slope of less than 20 percent and the vacation would not result in changes in land use or density. The right-of-ways in question have never been developed as a street or alley and the property is currently unoccupied. There are no features that distinguish this project from others in the exempt class and, therefore, there are no unusual circumstances.

SECTION 3. The vacation authorized by this Resolution shall not be effective until a certified copy of this Resolution is recorded in the Office of the Recorder of the County of Los Angeles in California.

SECTION 4. The City Clerk of the City of Hawthorne is hereby authorized and directed to certify to the passage of this Resolution. The City Clerk is further authorized to cause a certified copy of this Resolution, attested by the City Clerk and under the seal of the City, to be recorded in the Office of the County Recorder of Los Angeles County in California.

PASSED, APPROVED, and ADOPTED this 10th day of December, 2024.

ALEX VARGAS, Mayor
City of Hawthorne, California

ATTEST:

DAYNA WILLIAMS-HUNTER, City Clerk
City of Hawthorne, California

APPROVED AS TO FORM

ROBERT KIM,
City Attorney
City of Hawthorne, California

EXHIBIT "A"

LEGAL DESCRIPTION
STREET VACATION

THOSE CERTAIN PORTIONS OF BART AVENUE, 50 FEET WIDE, AND ALLEY, 20 FEET WIDE, AS SHOWN ON TRACT NO. 12987, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 259, PAGES 17 AND 18 OF MAPS, SAID PORTIONS ALSO SHOWN ON THAT CERTAIN DOCUMENT ENTITLED, "CERTIFICATE OF COMPLETION" FOR CITY OF HAWTHORNE ANNEXATION NO. 2010-07 RECORDED JUNE 15, 2012, AS INSTRUMENT NO. 20120894916 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 141 OF SAID TRACT NO. 12987;

THENCE ALONG THE SOUTHEASTERLY LINE OF BART AVENUE AS SHOWN ON SAID TRACT NO. 12987, SAID SOUTHEASTERLY LINE ALSO BEING THE NORTHWESTERLY LINE OF LOT 148 OF SAID TRACT NO. 12987, SOUTH 29°20'03" WEST, A DISTANCE OF 20.00 FEET;

THENCE ALONG THE SOUTHWESTERLY LINE OF BART AVENUE AND ALLEY AS SHOWN ON SAID TRACT NO. 12987; SAID SOUTHWESTERLY LINE ALSO BEING THE NORTHEASTERLY LINE OF SAID LOT 148, NORTH 60°39'57" WEST, A DISTANCE OF 96.74 FEET TO THE WESTERLY LINE OF THAT CERTAIN EASEMENT BEING A STRIP OF LAND, 10.00 FEET WIDE, AS DESCRIBED IN DIRECTOR'S DEED DE 54076-2 RECORDED OCTOBER 28, 1992, AS INSTRUMENT NO. 92-1984518 OF OFFICIAL RECORDS, SAID WESTERLY LINE BEING THE SOUTHERLY PROLONGATION OF THAT COURSE DESCRIBED AS SOUTH 11°52'55" WEST, 128.72 FEET IN DIRECTOR'S DEED DD 054077-01-01 RECORDED MAY 12, 1989 AS INSTRUMENT NO. 89-768064 OF OFFICIAL RECORDS, SAID WESTERLY LINE ALSO BEING THE EASTERLY LINE OF THE SAN DIEGO FREEWAY AS SHOWN ON SAID CITY OF HAWTHORNE ANNEXATION NO. 2010-07 MAP;

THENCE ALONG SAID LINE NORTH 11°45'54" EAST, A DISTANCE OF 20.98 TO THE NORTHEASTERLY LINE OF SAID ALLEY AND THE SOUTHWESTERLY LINE OF LOT 142;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 60°39'57" EAST, A DISTANCE OF 103.07 FEET TO THE **POINT OF BEGINNING**.

THE AREA OF THE ABOVE-DESCRIBED STREET VACATION CONTAINS 1,998 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HEREON AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY OR UNDER THE DIRECT SUPERVISION OF

ERIC CHIANG P.L.S. 6671

July 9, 2024
DATE



EXHIBIT "B"

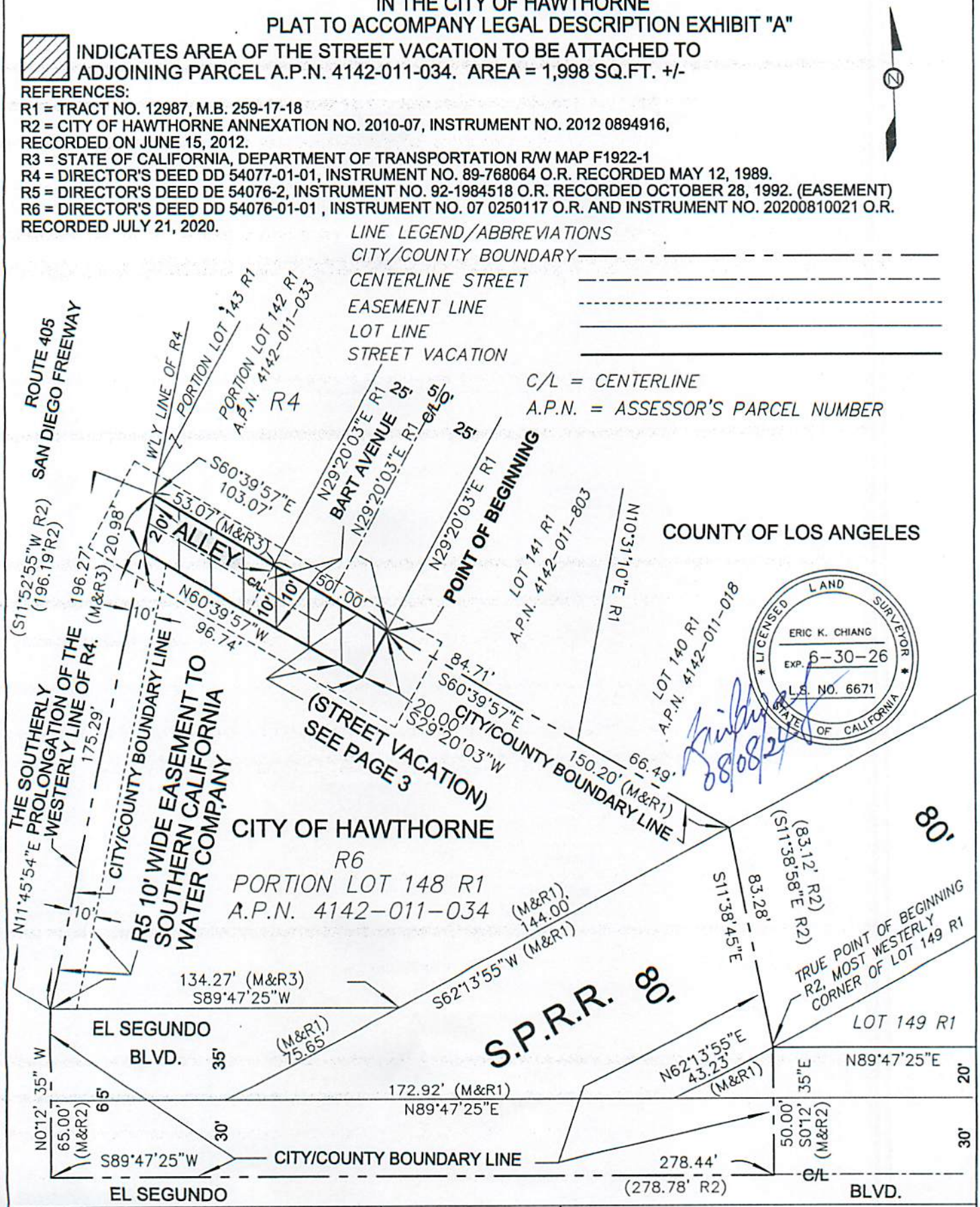
IN THE CITY OF HAWTHORNE
PLAT TO ACCOMPANY LEGAL DESCRIPTION EXHIBIT "A"

INDICATES AREA OF THE STREET VACATION TO BE ATTACHED TO ADJOINING PARCEL A.P.N. 4142-011-034. AREA = 1,998 SQ.FT. +/-

REFERENCES:
R1 = TRACT NO. 12987, M.B. 259-17-18
R2 = CITY OF HAWTHORNE ANNEXATION NO. 2010-07, INSTRUMENT NO. 2012 0894916, RECORDED ON JUNE 15, 2012.
R3 = STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION R/W MAP F1922-1
R4 = DIRECTOR'S DEED DD 54077-01-01, INSTRUMENT NO. 89-768064 O.R. RECORDED MAY 12, 1989.
R5 = DIRECTOR'S DEED DE 54076-2, INSTRUMENT NO. 92-1984518 O.R. RECORDED OCTOBER 28, 1992. (EASEMENT)
R6 = DIRECTOR'S DEED DD 54076-01-01 , INSTRUMENT NO. 07 0250117 O.R. AND INSTRUMENT NO. 20200810021 O.R. RECORDED JULY 21, 2020.

LINE LEGEND/ABBREVIATIONS
CITY/COUNTY BOUNDARY
CENTERLINE STREET
EASEMENT LINE
LOT LINE
STREET VACATION

C/L = CENTERLINE
A.P.N. = ASSESSOR'S PARCEL NUMBER



PROJECT NO: 190825	SCALE: 1"=50'	DATE: 7/18/24	EXHIBIT "B": PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR STREET VACATION
DRAWN BY: EKC	CHECKED BY:		
APPROVED BY:		PAGE 2 OF 3	

EXHIBIT "B"

IN THE CITY OF HAWTHORNE
PLAT TO ACCOMPANY LEGAL DESCRIPTION EXHIBIT "A"

INDICATES AREA OF THE STREET VACATION TO BE ATTACHED TO ADJOINING PARCEL A.P.N. 4142-011-034. AREA = 1,998 SQ.FT. +/-

REFERENCES:
R1 = TRACT NO. 12987, M.B. 259-17-18
R2 = CITY OF HAWTHORNE ANNEXATION NO. 2010-07, INSTRUMENT NO. 2012 0894916, RECORDED ON JUNE 15, 2012.
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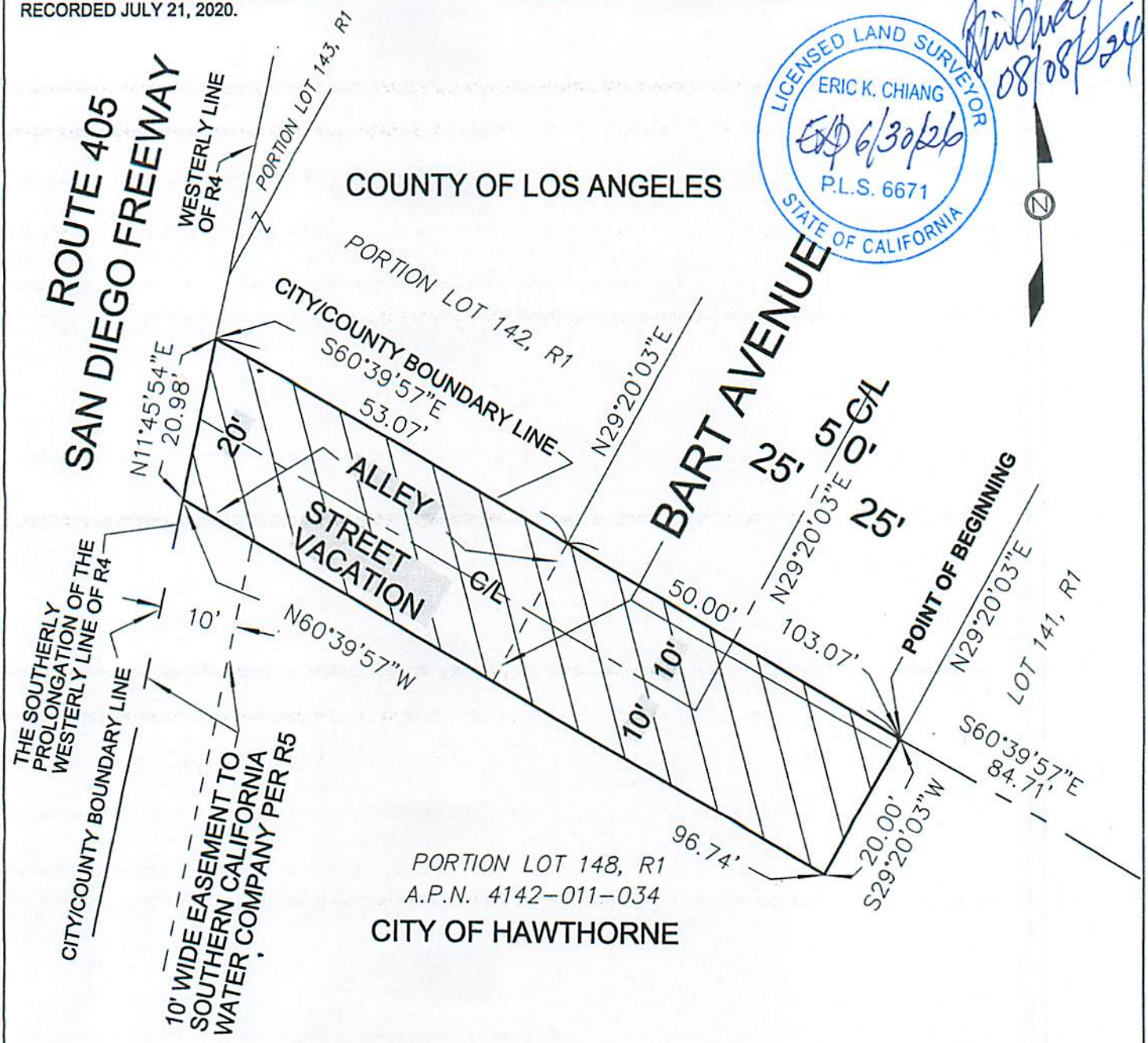
R6 = DIRECTOR'S DEED DD 54076-01-01 , INSTRUMENT NO. 07 0250117 O.R. AND INSTRUMENT NO. 20200810021 O.R. RECORDED JULY 21, 2020.

LICENSED LAND SURVEYOR
ERIC K. CHIANG
6/30/26
P.L.S. 6671
STATE OF CALIFORNIA

08/08/24



PROJECT NO: 190825	SCALE: 1"=20'	DATE: 7/18/24	EXHIBIT "B": PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR STREET VACATION
DRAWN BY: EKC	CHECKED BY:		
APPROVED BY:		PAGE 3 OF 3	

AGENDA ITEM NO. 9.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: City Attorney

City Manager: **Department Head:**

SUBJECT:
RESOLUTION NO. 8503
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2024 & DECLARING THE RESULTS THEREOF & SUCH OTHER MATTERS AS ARE PROVIDED BY LAW.

RECOMMENDED MOTION:
Staff Recommends that the City Council adopt Resolution No. 8503

DISCUSSION:
A General Municipal Election was held and conducted in the City of Hawthorne, California on Tuesday, November 5, 2024, as required by law. The election was consolidated with the local and municipal consolidated elections. The Registrar-Recorder of the County of Los Angeles canvassed the returns of said election and on December 3, 2024 certified the results to this City Council.
The canvassed and certified results are attached as Exhibit "A" to Resolution No. 8503. Alex Vargas was elected to a four-year term as Mayor. Angie Reyes English and Faye Johnson were each elected to four-year terms as City Council members.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
N/A

FISCAL IMPACT:
None

NOTICING PROCEDURE:
72 Hours Posted Notice Pursuant to the Ralph M. Brown Act

ATTACHMENTS
Resolution No. 8503
Exhibit A

RESOLUTION NO. 8503

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON TUESDAY, NOVEMBER 5, 2024 AND DECLARING THE RESULTS THEREOF AND SUCH OTHER MATTERS AS ARE PROVIDED BY LAW.

WHEREAS, a general municipal election (the "Election") was held and conducted in the City of Hawthorne, California on Tuesday, November 5, 2024 as required by law; and

WHEREAS, the Election was consolidated with other elections held on the same date; and

WHEREAS, the Registrar-Recorder of the County of Los Angeles canvassed the returns of the Election and certified the results to this City Council, and such canvass is received, attached and made a part hereof as Exhibit "A"; and

WHEREAS, notice of the Election was given in time, form and manner as provided by law, and that in all respects the Election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Election Code of the State of California; and

WHEREAS, the City Council desires to declare the results of the Election pursuant to Elections Code Section 10263.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hawthorne does hereby find, determine and order as follows:

Section 1. That the recitals in this resolution are true and correct and are herein incorporated. That the number of votes given at each precinct to each candidate are provided in Exhibit "A", attached herein.

Section 2. That the whole number of votes cast in regards to Mayor, and City Council in the City was 26,882.

Section 3. That the names of persons voted for at the election for Mayor and the total votes received by each are as follows:

ALEX VARGAS	11,100
L. DAVID PATTERSON	7,365

LUCIANO A. AGUILAR	4,638
LEITHELLE WILLIAMS	1,020

Section 4. That the names of persons voted for at the election for Member of the City Council and the total votes received by each are as follows:

ANGIE REYES ENGLISH	9,931
FAYE JOHNSON	7,812
MARIE POINDEXTER	6,166
DAYNA S. WILLIAMS-HUNTER	6,144
MOE AWADALLAH	5,584

Section 5. The City Council does determine and declare that:

ALEX VARGAS was elected Mayor for the full term of four years;

ANGIE REYES ENGLISH was elected as a Member of City Council for the full term of four years;

FAYE JOHNSON was elected as a Member of City Council for the full term of four years;

Section 6. That the City Clerk shall immediately certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, and ADOPTED this 10th day of December, 2024.

_____
ALEX VARGAS, Mayor
City of Hawthorne, California

ATTEST:

_____
DAYNA WILLIAMS-HUNTER, City Clerk
City of Hawthorne, California

APPROVED AS TO FORM:

ROBERT M. KIM, City Attorney
City of Hawthorne, California

EXHIBIT "A"

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 3, 2024

Dayna Williams-Hunter, City Clerk
City of Hawthorne
4455 West 126th Street
Hawthorne, California 90250

CITY OF HAWTHORNE GENERAL MUNICIPAL ELECTION

Dear City Clerk:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Hawthorne General Municipal Election consolidated with the General Election held in Los Angeles County on November 5, 2024.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

SONIA CORONA, Head
Election Planning Section

Attachment:
Official Canvass Certificate
Official Statement of Votes Cast

J:2024EF.GeneralElec.Nov2024.CanvassCert.CityLetter

Los Angeles County Registrar-Recorder/County Clerk

CERTIFICATE OF THE CANVASS

OF THE ELECTION RETURNS

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

Hawthorne City

at the General Election, held on the 5th day of November, 2024.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of December 2024.

Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

HAWTHORNE CITY GENERAL MUNICIPAL ELECTION Mayor

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	LUCIANO A AGUILAR	L DAVID PATTERSON	ALEX VARGAS	LEITHELLE WILLIAMS
HAWTHORNE - 2700004A		703	152	162	296	23
VOTE BY MAIL SERIAL 0311		1,649	373	418	698	52
TOTAL	4,107	2,352	525	580	994	75
HAWTHORNE - 2700013A*		245	30	74	83	17
VOTE BY MAIL SERIAL 6553		623	52	194	264	46
TOTAL	1,497	868	82	268	347	63
HAWTHORNE - 2700014A		674	152	119	311	38
VOTE BY MAIL SERIAL 0312		1,527	315	371	679	53
TOTAL	3,984	2,201	467	490	990	91
HAWTHORNE - 2700019A		566	115	133	212	30
VOTE BY MAIL SERIAL 0313		1,191	207	319	532	30
TOTAL	3,079	1,757	322	452	744	60
HAWTHORNE - 2700023C*		5	2	2	0	1
VOTE BY MAIL SERIAL 6556		13	1	1	6	3
TOTAL	29	18	3	3	6	4
HAWTHORNE - 2700024A*		97	16	18	45	3
VOTE BY MAIL SERIAL 6557		196	46	42	88	2
TOTAL	558	293	62	60	133	5
HAWTHORNE - 2700025A		792	204	171	313	26
VOTE BY MAIL SERIAL 0314		1,892	483	490	706	46
TOTAL	4,113	2,684	687	661	1,019	72
HAWTHORNE - 2700025B*		5	3	0	1	0
VOTE BY MAIL SERIAL 6558		18	4	3	8	3
TOTAL	35	23	7	3	9	3
HAWTHORNE - 2700027A*		314	52	85	119	18
VOTE BY MAIL SERIAL 6559		483	78	144	199	14
TOTAL	1,437	797	130	229	318	32
HAWTHORNE - 2700028A*		66	11	13	19	7
VOTE BY MAIL SERIAL 6560		159	34	40	71	6
TOTAL	392	225	45	53	90	13
HAWTHORNE - 2700030A		624	110	141	265	34
VOTE BY MAIL SERIAL 0315		1,139	201	329	449	46
TOTAL	3,237	1,763	311	470	714	80
HAWTHORNE - 2700033H*		1	0	0	1	0
VOTE BY MAIL SERIAL 6564		5	1	3	1	0
TOTAL	11	6	1	3	2	0
HAWTHORNE - 2700033I*		5	1	3	1	0
VOTE BY MAIL SERIAL 6565		19	2	4	12	0
TOTAL	30	24	3	7	13	0
HAWTHORNE - 2700033J*		0	0	0	0	0
VOTE BY MAIL SERIAL 6566		4	0	0	3	1
TOTAL	5	4	0	0	3	1

HAWTHORNE CITY GENERAL MUNICIPAL ELECTION Mayor

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	LUCIANO A AGUILAR	L DAVID PATTERSON	ALEX VARGAS	LEITHELLE WILLIAMS
HAWTHORNE - 2700033M*		0	0	0	0	0
VOTE BY MAIL SERIAL 6568		2	1	0	0	0
TOTAL	2	2	1	0	0	0
HAWTHORNE - 2700033R*		2	1	0	1	0
VOTE BY MAIL SERIAL 6573		1	1	0	0	0
TOTAL	9	3	2	0	1	0
HAWTHORNE - 2700039A		578	76	122	293	6
VOTE BY MAIL SERIAL 0316		2,040	194	581	931	22
TOTAL	3,105	2,618	270	703	1,224	28
HAWTHORNE - 2700047A		441	94	96	171	30
VOTE BY MAIL SERIAL 0317		1,053	207	265	452	37
TOTAL	2,603	1,494	301	361	623	67
HAWTHORNE - 2700050A*		77	7	14	37	2
VOTE BY MAIL SERIAL 6574		301	22	80	133	9
TOTAL	455	378	29	94	170	11
HAWTHORNE - 2700051A*		72	12	18	33	1
VOTE BY MAIL SERIAL 6575		136	18	29	67	6
TOTAL	411	208	30	47	100	7
HAWTHORNE - 2700051B*		11	2	4	1	2
VOTE BY MAIL SERIAL 6576		17	4	3	6	1
TOTAL	47	28	6	7	7	3
HAWTHORNE - 2700051C*		38	5	9	15	4
VOTE BY MAIL SERIAL 6577		68	7	29	22	1
TOTAL	134	106	12	38	37	5
HAWTHORNE - 2700052A		740	154	150	329	28
VOTE BY MAIL SERIAL 0318		1,581	348	414	655	44
TOTAL	4,058	2,321	502	564	984	72
HAWTHORNE - 2700058A*		40	0	24	11	2
VOTE BY MAIL SERIAL 6578		173	5	78	58	11
TOTAL	273	213	5	102	69	13
HAWTHORNE - 2700091A*		34	12	3	16	1
VOTE BY MAIL SERIAL 6579		97	20	27	43	1
TOTAL	182	131	32	30	59	2
HAWTHORNE - 2700092A		293	28	143	73	15
VOTE BY MAIL SERIAL 0319		1,246	74	613	408	39
TOTAL	2,160	1,539	102	756	481	54
HAWTHORNE - 2700095A		502	88	116	225	20
VOTE BY MAIL SERIAL 0320		1,636	217	489	659	73
TOTAL	3,194	2,138	305	605	884	93
HAWTHORNE - 2700101A*		200	34	39	89	15
VOTE BY MAIL SERIAL 6580		450	83	100	196	27
TOTAL	1,042	650	117	139	285	42

HAWTHORNE CITY GENERAL MUNICIPAL ELECTION Mayor

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	LUCIANO A AGUILAR	L DAVID PATTERSON	ALEX VARGAS	LEITHELLE WILLIAMS
HAWTHORNE - 2700106A		781	114	194	310	60
VOTE BY MAIL SERIAL 0321		1,246	164	444	480	64
TOTAL	3,650	2,027	278	638	790	124
HAWTHORNE - 2700120A*		3	1	1	0	0
VOTE BY MAIL SERIAL 6581		6	0	1	4	0
TOTAL	16	9	1	2	4	0

HAWTHORNE CITY GENERAL MUNICIPAL ELECTION Mayor

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	LUCIANO A AGUILAR	L DAVID PATTERSON	ALEX VARGAS	LEITHELLE WILLIAMS
PRECINCT TOTAL		7,910	1,476	1,854	3,270	383
VBM TOTAL		18,972	3,162	5,511	7,830	637
GRAND TOTAL	43,865	26,882	4,638	7,365	11,100	1,020

HAWTHORNE CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	FAYE JOHNSON	MOE AWADALLAH	A REYES ENGLISH	MARIE POINDEXTER	D WILLIAMS-HUNTER
HAWTHORNE - 2700004A		703	181	161	254	128	136
VOTE BY MAIL SERIAL 0311		1,649	526	365	703	357	389
TOTAL	4,107	2,352	707	526	957	485	525
HAWTHORNE - 2700013A*		245	68	48	68	42	72
VOTE BY MAIL SERIAL 6553		623	211	92	217	161	177
TOTAL	1,497	868	279	140	285	203	249
HAWTHORNE - 2700014A		674	190	140	256	147	154
VOTE BY MAIL SERIAL 0312		1,527	462	279	686	360	315
TOTAL	3,984	2,201	652	419	942	507	469
HAWTHORNE - 2700019A		566	154	116	187	106	136
VOTE BY MAIL SERIAL 0313		1,191	335	227	485	271	261
TOTAL	3,079	1,757	489	343	672	377	397
HAWTHORNE - 2700023C*		5	1	1	1	1	1
VOTE BY MAIL SERIAL 6556		13	2	1	8	5	3
TOTAL	29	18	3	2	9	6	4
HAWTHORNE - 2700024A*		97	23	18	42	12	14
VOTE BY MAIL SERIAL 6557		196	61	26	97	39	33
TOTAL	558	293	84	44	139	51	47
HAWTHORNE - 2700025A		792	239	217	251	175	121
VOTE BY MAIL SERIAL 0314		1,892	514	560	717	438	374
TOTAL	4,113	2,684	753	777	968	613	495
HAWTHORNE - 2700025B*		5	1	1	2	2	1
VOTE BY MAIL SERIAL 6558		18	8	6	11	7	1
TOTAL	35	23	9	7	13	9	2
HAWTHORNE - 2700027A*		314	87	74	94	58	59
VOTE BY MAIL SERIAL 6559		483	150	102	164	99	110
TOTAL	1,437	797	237	176	258	157	169
HAWTHORNE - 2700028A*		66	17	10	13	14	16
VOTE BY MAIL SERIAL 6560		159	34	41	61	46	44
TOTAL	392	225	51	51	74	60	60
HAWTHORNE - 2700030A		624	192	96	224	98	152
VOTE BY MAIL SERIAL 0315		1,139	346	221	431	240	277
TOTAL	3,237	1,763	538	317	655	338	429
HAWTHORNE - 2700033H*		1	0	0	1	0	1
VOTE BY MAIL SERIAL 6564		5	1	1	1	2	1
TOTAL	11	6	1	1	2	2	2
HAWTHORNE - 2700033I*		5	0	1	4	1	3
VOTE BY MAIL SERIAL 6565		19	5	3	12	5	1
TOTAL	30	24	5	4	16	6	4
HAWTHORNE - 2700033J*		0	0	0	0	0	0
VOTE BY MAIL SERIAL 6566		4	2	3	1	0	1
TOTAL	5	4	2	3	1	0	1

HAWTHORNE CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	FAYE JOHNSON	MOE AWADALLAH	A REYES ENGLISH	MARIE POINDEXTER	D WILLIAMS-HUNTER
HAWTHORNE - 2700033M*		0	0	0	0	0	0
VOTE BY MAIL SERIAL 6568		2	0	1	0	0	0
TOTAL	2	2	0	1	0	0	0
HAWTHORNE - 2700033R*		2	0	0	2	0	0
VOTE BY MAIL SERIAL 6573		1	1	0	1	0	0
TOTAL	9	3	1	0	3	0	0
HAWTHORNE - 2700039A		578	161	149	142	193	88
VOTE BY MAIL SERIAL 0316		2,040	640	467	696	656	355
TOTAL	3,105	2,618	801	616	838	849	443
HAWTHORNE - 2700047A		441	124	85	160	83	91
VOTE BY MAIL SERIAL 0317		1,053	287	253	436	225	266
TOTAL	2,603	1,494	411	338	596	308	357
HAWTHORNE - 2700050A*		77	11	15	27	13	13
VOTE BY MAIL SERIAL 6574		301	68	51	116	84	64
TOTAL	455	378	79	66	143	97	77
HAWTHORNE - 2700051A*		72	23	21	21	12	16
VOTE BY MAIL SERIAL 6575		136	39	29	51	25	36
TOTAL	411	208	62	50	72	37	52
HAWTHORNE - 2700051B*		11	5	1	2	2	4
VOTE BY MAIL SERIAL 6576		17	5	1	4	4	4
TOTAL	47	28	10	2	6	6	8
HAWTHORNE - 2700051C*		38	15	8	9	13	7
VOTE BY MAIL SERIAL 6577		68	18	10	16	25	18
TOTAL	134	106	33	18	25	38	25
HAWTHORNE - 2700052A		740	212	132	256	139	146
VOTE BY MAIL SERIAL 0318		1,581	462	345	656	356	368
TOTAL	4,058	2,321	674	477	912	495	514
HAWTHORNE - 2700058A*		40	9	3	15	12	17
VOTE BY MAIL SERIAL 6578		173	32	24	73	40	59
TOTAL	273	213	41	27	88	52	76
HAWTHORNE - 2700091A*		34	10	7	15	6	4
VOTE BY MAIL SERIAL 6579		97	35	25	28	23	24
TOTAL	182	131	45	32	43	29	28
HAWTHORNE - 2700092A		293	59	45	102	62	84
VOTE BY MAIL SERIAL 0319		1,246	307	210	454	337	429
TOTAL	2,160	1,539	366	255	556	399	513
HAWTHORNE - 2700095A		502	163	97	161	114	99
VOTE BY MAIL SERIAL 0320		1,636	516	314	546	388	374
TOTAL	3,194	2,138	679	411	707	502	473
HAWTHORNE - 2700101A*		200	68	46	67	39	30
VOTE BY MAIL SERIAL 6580		450	139	128	153	94	90
TOTAL	1,042	650	207	174	220	133	120

HAWTHORNE CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	FAYE JOHNSON	MOE AWADALLAH	A REYES ENGLISH	MARIE POINDEXTER	D WILLIAMS-HUNTER
HAWTHORNE - 2700106A		781	206	108	254	112	230
VOTE BY MAIL SERIAL 0321		1,246	386	198	474	293	373
TOTAL	3,650	2,027	592	306	728	405	603
HAWTHORNE - 2700120A*		3	0	1	0	1	1
VOTE BY MAIL SERIAL 6581		6	1	0	3	1	1
TOTAL	16	9	1	1	3	2	2

HAWTHORNE CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	FAYE JOHNSON	MOE AWADALLAH	A REYES ENGLISH	MARIE POINDEXTER	D WILLIAMS-HUNTER
PRECINCT TOTAL		7,910	2,219	1,601	2,630	1,585	1,696
VBM TOTAL		18,972	5,593	3,983	7,301	4,581	4,448
GRAND TOTAL	43,865	26,882	7,812	5,584	9,931	6,166	6,144

AGENDA ITEM NO.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: City Attorney

SUBJECT:

ADMINISTRATION OF OATH OF OFFICE TO NEWLY ELECTED OFFICIALS AND CERTIFICATES OF ELECTION FOR NEWLY ELECTED OFFICIALS

Administration of Oath of Office to newly Elected Officials and Presentation of Certificates of Election for New Elected Officials.

John Vargas will administer the Oath of Office to the reelected Mayor Alex Vargas.

City Manager Vontray Norris will administer the Oath of Office to the reelected Council Member Angie Reyes English.

Gabby Johnson will administer the Oath of Office to the newly elected Council Member Faye Johnson.

AGENDA ITEM NO. 10.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Planning

City Manager: **Department Head:**

SUBJECT:

CITY COUNCIL REVIEW OF THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT CU-2024-0007 FOR A DRIVE-THRU AT A NEW MCDONALD'S RESTAURANT AND DESIGN REVIEW APPLICATION DR-2024-0011 FOR THE DESIGN OF A NEW MCDONALD'S RESTAURANT, WHICH INCLUDES THE EXTERIOR FACADE, PARKING, LANDSCAPING AND OFF-SITE IMPROVEMENTS.

RECOMMENDED MOTION:

Staff recommends that the City Council do one of the following: 1) direct Staff to prepare a resolution, direct the City Clerk to assign a resolution number, and authorize the Mayor to sign said resolution upholding the Planning Commission approvals of Conditional Use Permit CU-2024-0007 and Design Review DR-2024-0011 without modifications; 2) direct Staff to prepare a resolution upholding the Planning Commission approvals with specified modifications to be brought back at a future meeting for adoption; 3) direct Staff to prepare a resolution denying the applications (overturn the Planning Commission), provide finding in support of that decision, and direct Staff to bring a resolution back to a future meeting for adoption; or 4) remand the applications back to the Planning Commission with instructions.

DISCUSSION:

In accordance with the Hawthorne Municipal Code (HMC) Chapters 17.26 and 17.28, a drive-thru restaurant requires the granting of a Conditional Use Permit (CUP) by the Planning Commission wherein findings are made regarding the project. Further, HMC Chapter 17.99 requires a Design Review of a new commercial building. The applicant, Scott Wilkeson, representing McDonald's USA, LLC, submitted applications for both of these entitlements.

On November 6, 2024, the Planning Commission of the City of Hawthorne held a public hearing to review the McDonald's CUP and design review applications for the property at 13324 S. Inglewood Avenue (APN 4042-011-026 and 4042-011-024).

At the hearing on November 6, Staff made a presentation supporting a recommendation of approval for both applications. The applicant was present and answered questions from the Commission, and several members of the community spoke during the hearing expressing opposition to the proposed development. After deliberation, the Planning Commission moved to continue the hearing until the Planning Commission meeting of November 20, 2024. The motion passed three to zero, with two Commissioners absent.

On November 20, 2024 the Planning Commission resumed the public hearing to review the McDonald's applications. At this hearing, Staff made a presentation recommending approval of both entitlements. The applicant was present and answered questions from the Commission. Additionally, a representative of the property owner was present and made a statement and answered questions from the Commission. Several members of the community spoke during the hearing with the majority expressing opposition to the proposed development. After deliberation, the Planning Commission made a motion to approve the CUP, which applies only to the inclusion of a drive-thru at the new restaurant, with a change to the presented plans providing that the entrance on 133rd Street be changed into an exit only. The exit on 133rd Street further included language to provide signs indicating a left-turn only and a physical

cement barrier to ensure the left-turn only is heeded. The motion to approve the CUP for the drive-thru function passed three to one, with one commissioner absent. A motion was also made to approve the design review with similar changes to the entrances and exits of the site as the CUP. The motion to approve the design review passed four to zero, with one Commissioner absent.

In approving the CUP, the Planning Commission made five distinct findings, as follows:

1. The proposed use is properly one for which a CUP is authorized by this code, as follows:

   The project site is located in the C-3 zone. HMC Section 17.28.020 permits uses in the C-3 zone that are permitted in the C-2 zone and subject to the same regulations as in the C-2 zone. As such, a conditional use permit is a proper use.

2. The proposed use will not adversely affect the adjoining land uses, or the growth and development of the area in which it is proposed to be located, as follows:

   The project location in the General Commercial zone is intended for commercial activity and development, including restaurants. Through careful design and subsequent design review, the drive-thru will be oriented in a way to minimize interference with the adjoining commercial and residential land uses.

3. That the size and shape of the site proposed for the use is adequate to allow the full development of the proposed use, in a manner not detrimental to either the particular area or health and safety.

   The proposed structure is 3,781 square feet, which covers 10% of the 37,500 square foot lot. The site can easily accommodate the new building, required parking, and the drive-thru with adequate vehicle stacking. Additionally, the drive-thru entrance is proposed to be 24 feet wide, accommodating two lanes and two ordering stations. This style of drive-thru design provides additional queuing space and quicker movement of vehicles through the line.

4. That the traffic generated by the proposed use will not impose an undue burden upon the streets and highways designed and improved to carry the traffic in the area.

   The purpose of a drive-thru is to collect cars in an orderly queue to receive service. The proposed queue demonstrates ample space to accommodate vehicles and minimize overflow into the establishment's parking lot and adjacent streets. The drive-thru will be accessible via curb cuts on two streets, Inglewood Avenue and 134th Street. The drive-thru will have signs and directional arrows guiding traffic.

   The Applicant and the City will take an additional precaution to reduce the burden of traffic at the intersection of Inglewood Avenue and 133rd Street. A curb cut on the property along 133rd Street will serve as an exit only, directing vehicles toward Inglewood Avenue. This will mitigate the potential for vehicle stacking on or travelling eastbound on 133rd Street.

5. That the granting of the conditional use permit under the conditions imposed will not be detrimental to the health and safety of the citizens of the City of Hawthorne.

   Provisions of the HMC permit drive-thru restaurants with the approval of a CUP. The findings above demonstrate the project's conformity to the surrounding land uses and regulations of the Zoning Code. Additionally, the conditions of approval enumerated in Planning Commission resolution, subject the project to review by agencies such as Fire, Police, and others regulating public safety.

In approving the Design Review, the Planning Commission made four distinct findings, as follows:

1. The location, size, design, and characteristics of the project will be compatible with and will not be detrimental to the public health, safety, or welfare of persons residing in or working in or adjacent to the proposed project.

   This project is subject to review by agencies regulating the public health, safety, and welfare of the residents in the City of Hawthorne. These agencies include the Public Works Department, the County of Los Angeles Fire Department, and the Hawthorne Police Department. Elements under review include the provision of Americans with Disabilities Act (ADA) accessibility, traffic control devices, and safe paths-of-travel. The project site is properly located in the General Commercial zone which is intended to provide a designated area for land uses that will involve a greater degree of noise and outdoor activity which are limited in more restrictive zones. Therefore, the proposed commercial use is compatible with the project site, and will not be detrimental to adjacent uses.

2. The proposed design is suitable for its purpose, is harmonious with and relates properly to, the surrounding neighborhood, contiguous parcels, and the site itself.

   The design is characteristic of a sleek and modern fast food establishment. The project site has been thoroughly planned to enable ideal operations such as safe circulation of pedestrians and vehicles, ample space to accommodate a queue of vehicles, and a second drive-thru ordering station. These design choices are intended to mitigate periods of high-volume and reduce congestion in the parking lot. The perimeter of the site is connected via public right of ways for pedestrian and vehicle traffic. The internal pedestrian circulation will connect to the sidewalks of 133rd Street, 134th Street, and Inglewood Avenue. The surrounding neighborhood has also been considered in the design and will benefit from provisions to reduce noise and light disturbances. Security lighting shall be pointed down and prohibits light from spilling onto adjacent parcels. The noise generated at the ordering stations is subject to the Exterior Noise Standards of the HMC to eliminate cause for nuisance and to be in harmony with contiguous parcels.

3. The overall design will be of quality that will preserve the integrity of, and upgrade, the existing neighborhood.

   The current site conditions are that of overgrown vegetation, trash, and graffiti. The Code Enforcement Department has issued eight citations since 2014. The site design will upgrade the existing neighborhood through development of the abandoned and blighted parcel. Improvements are set to include new construction of a McDonald's restaurant with a drive-thru, new landscaping, new parking lot and paving, new driveways, and a new crosswalk. The crosswalk will facilitate a safe and accessible path between the East and West sides of Inglewood Ave.

4. The design of the proposed project is in accordance with the general plan and all applicable provisions of the zoning ordinance.

   This project has been reviewed for compliance with the General Plan Land Use Policy Designations and Standards. The project conforms to the General Plan's land use designation for the General Commercial zone. Although City Staff does anticipate an increase in traffic as the restaurant will attract patrons, mitigation measures will be implemented to reduce congestion around the site. For example, the vehicle access point on 133rd Street will serve as an exit only to direct vehicles toward Inglewood Ave. This will mitigate the potential for vehicle stacking on 133rd Street.

   This project is also in compliance with the goals and policies of the City's Economic Development Element of the General Plan as follows:.
   GOAL 1: The City will promote, assist and contribute to a sound local economy which attracts investment, increases the tax base, creates employment opportunities for Hawthorne residents and generates public revenues.
   POLICY 1.1: The promotion of businesses that generate positive economic benefits to the community, including generating tax revenue, job creation and enhancing the quality of life for residents and

visitors shall be encouraged and assisted.

In accordance with HMC Section 17.40.110, an order of the Planning Commission becomes final and effective 10 days after the date of notification to the applicant unless an appeal to the council is filed or the decision of the Planning Commission is called up for review by the City Council. On Monday, November 25, 2024, Councilmember Angie Reyes English called for review of the decision of the Planning Commission regarding CUP Application CU-2024-0007 and Design Review Application DR-2024-0011. This call for review came before the effective date. As required under HMC Sections 17.06.070 and 17.06.080, after a call for review is issued, a public hearing of the City Council was scheduled to formally consider the decision of the Planning Commission within 45 days.
HMC Sections 17.06.070(E) and 17.06.080 provide that the City Council, in reviewing a Planning Commission decision, may consider any issues associated with the decision. As established in HMC Section 17.06.070(F), the City Council may grant, deny, or modify, in whole or in part, the decisions being called for review, which in this instance are the resolutions approving Conditional Use Permit Application CU-2024-0007 and Design Review Application DR-2024-0011. HMC Section 17.40.170 requires that, when a decision is modified or reversed, the City Council must state the specific reasons for modification or reversal. Further, this section establishes that decisions on review shall be rendered by adoption of a resolution.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
N/A

FISCAL IMPACT:
None

NOTICING PROCEDURE:
Public Notice was provided as required under HMC Sections 17.06.070(B) and 17.06.080. Notice was given to the same recipients and in the same manner as for the original public hearing. The required notice for the original hearing is outlined in HMC Section 17.06.050(D). As directed by this section, property owners within 300 feet of the subject property, 13324 S. Inglewood Avenue, were mailed notice at least 10 days before the public hearing of the call for review, which takes place December 10, 2024. Further, notice was published in the Hawthorne Press Tribune on November 28, 2024, and again on December 5, 2024. The initial publication on November 28 met the standard of being published not less than 10 days before the public hearing.

ATTACHMENTS
CC NOPH
PC SR and Attachments 1-6
PC SR Attachment 7
PC Attachment 8
PC Reso 2024-19
PC Reso 2024-20
Revised Traffic Study
Public Comments

Herald Publications
531 Main St., #1160.
El Segundo, CA 90245
(310) 322-1830 • Fax (310) 322-2787

This space is for the County Clerk's Filing Stamp

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
County of Los Angeles,

I declare, that I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk responsible for accepting, formatting and publishing legal notices in the **Hawthorne Press Tribune**, a newspaper of general circulation, printed and published **weekly** in the City of **Hawthorne**, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of **July 31, 1959**, Case Number **187530**; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/28/2024
12/5/2024

All in the year **2024**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at **Hawthorne**, California,

this **5** day of **December 2024**

.....
Signature

Code # HH-28821

Proof of Publication of:

NOTICE OF PUBLIC HEARING
APPEAL APPLICATIONS AA-2024-0002 AND AA-2024-0003

PUBLIC NOTICE is hereby given that the City Council of the City of Hawthorne will hold a public hearing on Appeal Applications AA-2024-0002 for the approval of Conditional Use Permit CU-2024-0007, and AA-2024-0003 for the approval of Design Review DR-2024-0011 by the Hawthorne Planning Commission, as follows:

Day: Tuesday
Date: December 10, 2024
Time: 6:00 PM
Place: City Council Chambers
4455 West 126th Street
Hawthorne, CA 90250

PROJECT TITLE: Appeal Applications AA-2024-0002 for Conditional Use Permit CU-2024-0007 and AA-2024-0003 for Design Review DR-2024-0011.

PROJECT LOCATION: 13324 S. Inglewood Avenue, Hawthorne, CA 90250

PROJECT DESCRIPTION: Appeal Applications AA-2024-0002 and AA-2024-0003 are in response to a call for review by the City Council of the Planning Commission's approval of Conditional Use Permit CU-2024-0007 and Design Review DR-2024-0011. The City Council requests the review of the applications, as follows:

CONDITIONAL USE APPLICATION NO. CU-2024-0007: A request to permit a drive-thru at the proposed McDonald's fast food restaurant. The Hawthorne Municipal Code permits drive-thru restaurants as an approved land use in the General Commercial (C-3) zone with the issuance of an approved conditional use permit (HMC 17.26.020).

DESIGN REVIEW APPLICATION NO. DR-2024-0011: A request to approve the design of a proposed McDonald's restaurant. The scope of work includes the construction of a new restaurant with drive-thru, parking, traffic remediation, off-site improvements, and landscaping.

ENVIRONMENTAL REVIEW Conditional Use Permit CU-2024-0007 and Design Review DR-2024-0011 are exempt from the California Environmental Quality Act pursuant to CEQA State Guidelines Section 15332, Class 32 which exempts in-fill projects consistent with both the General Plan and zoning designations and regulations. The development would be located within City limits on a site significantly less than five acres and surrounded by urban uses. The subject site is not home to endangered species and therefore, will not jeopardize the habitat of rare or threatened species. There will be no significant effects related to traffic, noise, air quality, and water quality. In addition, the vicinity is already served by utility and public service providers. Finally, there are no unusual circumstances or issues that would constitute an exception to the categorical exemptions under CEQA Guidelines Section 15300.2.

FURTHER NOTICE is hereby given that any interested person may appear at the meeting and submit oral or written comments. Written information pertaining to this project must be submitted to the Planning and Community Development Department prior to 5:00 PM December 10, 2024, at 4455 West 126th Street, Hawthorne, California 90250 or emailed to planning@cityofhawthorne.org. For additional information, you may contact the Planning Department at (310) 349-2970 or at the email noted above.

PLEASE NOTE that pursuant to Government Code Section 65009: In an action or proceeding to attack, review, set aside, void, or annul a finding, determination or decision of the Planning Commission or City Council, the issues raised shall be limited to those raised at the public hearing in this notice or in written correspondence delivered to the Planning Commission or City Council at or prior to the public hearing.

Hawthorne Press Tribune 11/28,12/5/24

HH-28821

HAWTHORNE PLANNING COMMISSION STAFF REPORT AGENDA ITEM PC-2024-19

DATE:	November 20, 2024
SUBJECT:	Part 1 - Public Hearing - Conditional Use Permit CU-2024-0007 Part 2 - Public Hearing - Design Review DR-2024-0011
FROM:	Gregg McClain, Planning Director
BY:	Anais Bermudez, Assistant Planner

PROJECT INFORMATION

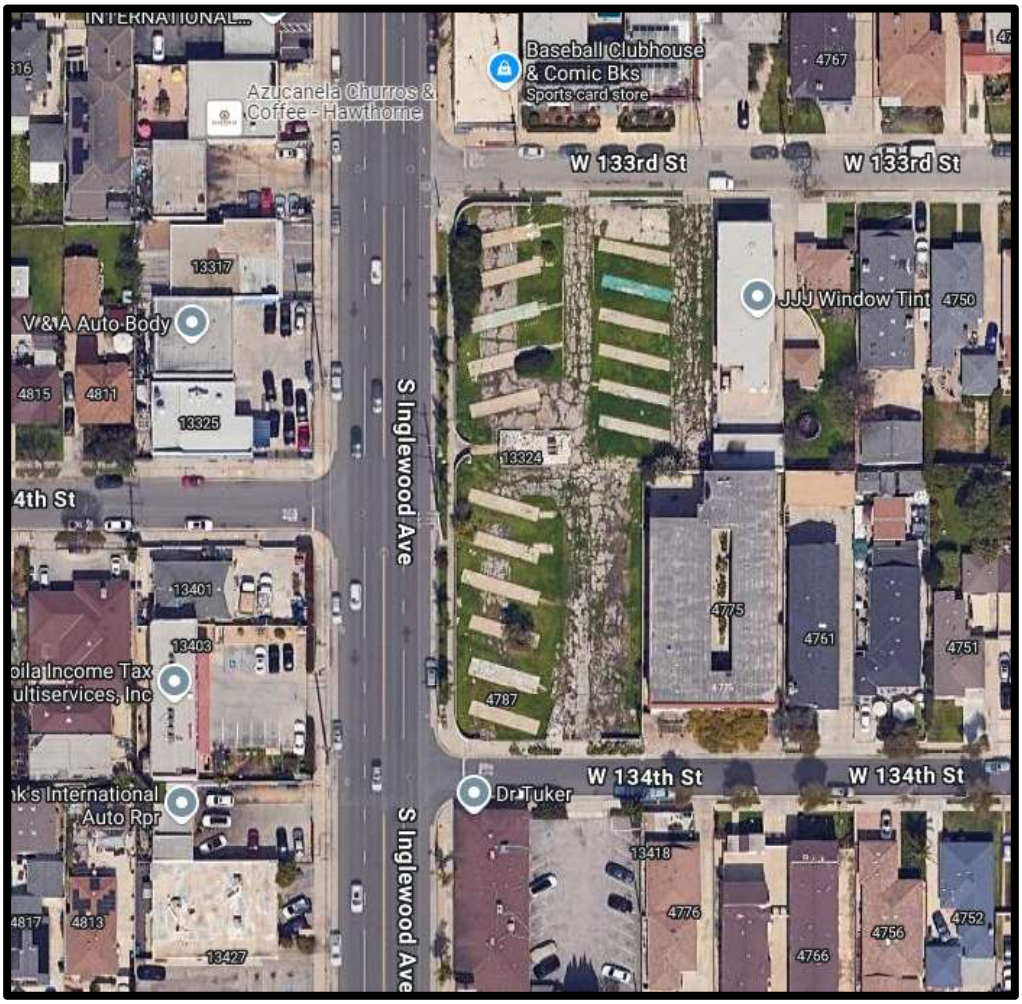
SUMMARY:	Conditional Use Permit Application No. CU-2024-0007 is a request to permit a drive-thru at a new McDonald's restaurant. Design Review Application No. DR-2024-0011 is a request for design review of the new establishment. The scope of work includes the construction of a new McDonald's restaurant with drive-thru, parking, landscaping, and off-site improvements.
LOCATION:	13324 S. Inglewood Ave. APN Nos. 4042-011-026 and 4042-011-024
APPLICANT:	Scott Wilkeson, McDonald's USA, LLC
REPRESENTATIVE:	Robert Preece, Design UA, Inc.
PROPERTY OWNER:	11383 Playa Street LLC C/O Perry G. De Luna

PROJECT DESCRIPTION

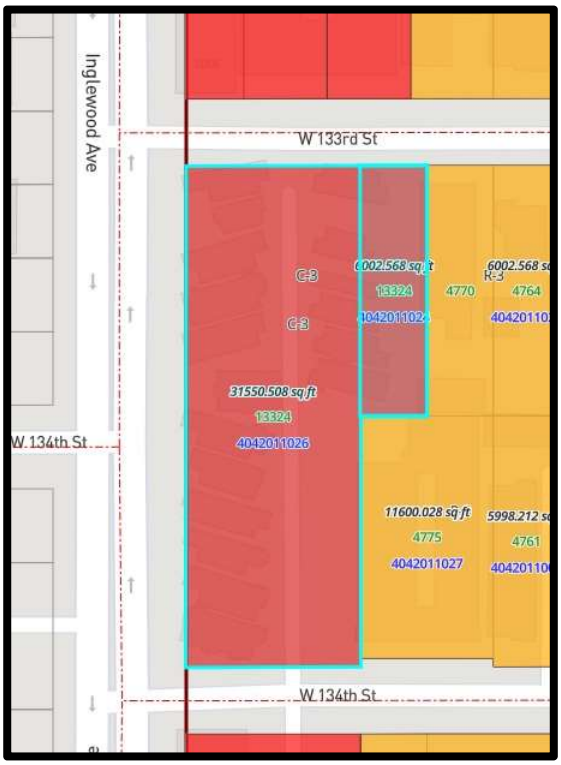
The applications reviewed herein include a conditional use permit and design review for the property located at 13324 S. Inglewood Ave. This site was selected for a new McDonald's restaurant with associated improvements. CU-2024-0007 is a request to permit a dual order-point drive-thru to operate in conjunction with the restaurant. The Hawthorne Municipal Code (HMC) includes drive-thru restaurants as a permitted land use in the commercial zones, subject to a conditional use permit.

DR-2024-0011 is a request for review of the exterior project design. Chapter 17.99 Design Review of the HMC requires the review of architectural features, site design, and internal pedestrian and vehicular circulation. The design review will also examine the proposed dual-order drive-thru lane, parking lot and paving, landscaping, and off-site improvements.

As shown on the vicinity map below, the subject site is located on the east side of Inglewood Ave., between 133rd and 134th Streets. The proposed use of the project site is commercial and is appropriately located amongst other urban uses. The property fronts Inglewood Ave. and is adjacent to commercial properties to the north, south, and west. Immediately east of the property are multi-family residential developments. Further east are single-family properties. The properties west of Inglewood Ave. are unincorporated and fall within the jurisdiction of Los Angeles County.



Analysis of this project shows the property has great development potential due to the site location in the City's Housing Overlay zone. The parcel size of 37,550 sq. ft. could accommodate 30 residential units without a public hearing, and this number could increase if units were designated for affordable housing. However, Staff supports commercial development of the site over multifamily housing. The applicant was encouraged by Staff to conduct outreach in the community. This proposal was generally preferred over the provision of additional housing. However, opposition feedback was received pertaining to parking and traffic issues within the neighborhood.



GENERAL PLAN, ZONING, AND OTHER POLICY PLANS

The General Plan land use designation of the site is General Commercial which is in conformity with the zoning designation. The Land Use Element of the General Plan classifies General Commercial activity as the most intense category of commercial uses. The subject site is located along a General Commercial corridor on Inglewood Ave.

As shown on the vicinity map above, the subject site is located in the (C-3) General Commercial zone. Per the HMC, the General Commercial zone is intended for use by enterprises which involve a greater amount of noise and outdoor activity than more restrictive zones. The project is a commercial development and is therefore appropriately located in the General Commercial zone.

The General Plan Economic Development Strategic Plan (EDSP) is also applicable to these applications as economic growth and success are a City priority. Policy 2.1 of the EDSP lists business retention, growth, and attraction of new businesses as goals. The project site is a large, vacant lot with opportunity to be used for economic benefit.

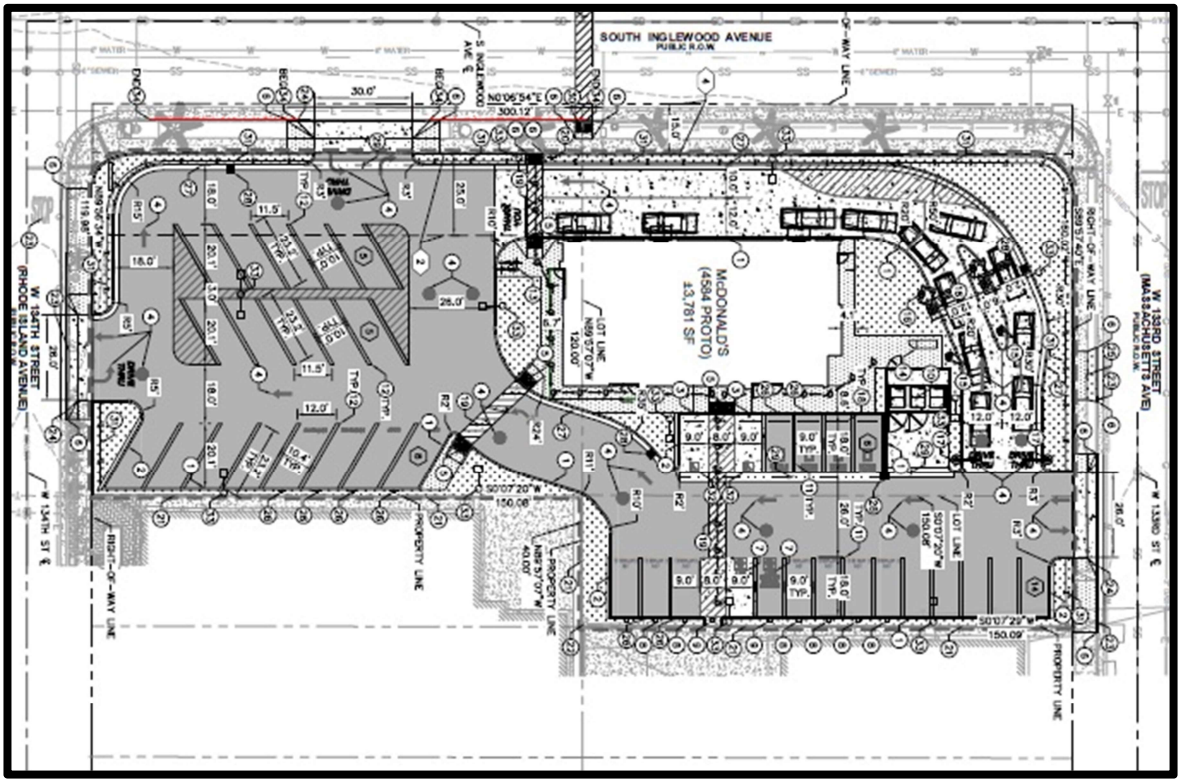
Therefore, the project is found to be in compliance with the EDSP as the proposed McDonald's restaurant has potential to be a thriving business in the City. If approved, the proposal will generate tax revenue and job opportunities for the community.

Part 1 – Public Hearing – Conditional Use Permit CU-2024-0007

I. OVERVIEW AND ANALYSIS

A. Introduction

Conditional Use Permit Application CU-2024-0007 is a request to approve a new drive-thru in conjunction with a proposed fast food restaurant (McDonald's). The proposal includes a dual-order drive-thru, parking lot and paving, landscaping, trash enclosure, and off-site improvements as shown below.



The Hawthorne Municipal Code (HMC) contains various minimum requirements applicable to all properties within the General Commercial (C-3) zone as it relates to height, parking, landscaping, and proposed drive-thru restaurants.

HMC Section 17.28.020 Permitted Uses, specifies that restaurants with drive-thrus are subject to approval of a Conditional Use Permit (CUP). The CUP requirement allows the City to address the unique and specific circumstances of a drive-thru within the context of its proposed location.

B. Required Findings:

Pursuant to HMC Chapter 17.40 – Prior to granting an approval of an application for conditional use permit, the Planning Commission must make five specific findings, as follows:

1. The proposed use is properly one for which a CUP is authorized by this code, as follows:

> As discussed above, the project site is located in the C-3 zone. HMC Section 17.28.020 permits uses in the C-3 zone that are permitted in the C-2 zone and subject to the same regulations as in the C-2 zone. As such, a conditional use permit is a proper use.

2. The proposed use will not adversely affect the adjoining land uses, or the growth and development of the area in which it is proposed to be located, as follows:

> The project location in the General Commercial zone is intended for commercial activity and development, including restaurants. Through careful design and subsequent design review, the drive-thru will be oriented in a way to minimize interference with the adjoining commercial and residential land uses.

3. That the size and shape of the site proposed for the use is adequate to allow the full development of the proposed use, in a manner not detrimental to either the particular area or health and safety.

> The proposed structure is 3,781 sq. ft. which covers 10% of the existing 37,500 square foot lot. The site can easily accommodate the new building and proposed parking. The portion of the site dedicated to the drive-thru is adequate to accommodate a queue of vehicles. Additionally, the drive-thru entrance is proposed to be 24 ft. wide, accommodating two lanes and two ordering stations. This style of drive-thru design provides additional queuing space.

4. That the traffic generated by the proposed use will not impose an undue burden upon the streets and highways designed and improved to carry the traffic in the area.

> The purpose of a drive-thru is to collect cars in an orderly queue to receive service. The proposed queue demonstrates ample space to accommodate vehicles and minimize overflow into the establishment's parking lot and adjacent streets. The drive-thru will be accessible via curb cuts on two streets, Inglewood Ave. and 134th Street. The drive-thru will have signage and directional arrows guiding traffic.
>
> The Applicant and the City will take an additional precaution to reduce the burden of traffic at the intersection of Inglewood Avenue and 133rd Street. A curb cut on the property along 133rd Street will serve as an exit only, directing vehicles toward Inglewood Avenue. This will mitigate the potential for vehicle pile-up on 133rd Street.

5. That the granting of the conditional use permit under the conditions imposed will not be detrimental to the health and safety of the citizens of the City of Hawthorne.

Provisions of the HMC permit drive-thru restaurants with the approval of a CUP. The findings above demonstrate the project's conformity to the surrounding land uses and regulations of the Zoning Code. Additionally, the conditions of approval enumerated in Exhibit A, subject the project to review by agencies such as Fire, Police, and others regulating public safety.

B. Environmental Analysis

The proposed CUP is a project subject to the California Environmental Quality Act (CEQA) and qualifies for an exemption from CEQA pursuant to Section 15332, 15303, Class 3 for New Construction. This project qualifies for the Class 3 exemption as the total floor area of 3,781 sq. ft. is less than the 10,000 sq. ft. threshold designated by CEQA. The new construction is a commercial development properly located in the General Commercial zone. The project does not involve the use of hazardous substances in its operation and is not located at an environmentally sensitive site. This project is also exempt from the California Environmental Quality Act pursuant to CEQA State Guidelines Section 15332, Class 32. The development is located within city limits on a lot of approximately 37,500 sq. ft. The project does not conflict with the General Plan and zoning designation for the site. Nor does the project site serve as a habitat for rare species as the site was previously disturbed and filled with non-native plants and hardscape, and is surrounded by urban uses.

In addition, the project was screened for effects related to traffic, and is presumed to have a less than significant effect per a VMT analysis. Further, the site is located in an area already served by utility service providers and public services. Finally, there are no unusual circumstances or issues that would constitute an exception to the categorical exemptions under CEQA Guidelines Section 15300.2.

C. Public Hearing Notice

Public Notice (Attachment 3) was given in accordance with Chapter 17.06 of the HMC. The Planning Department published a public hearing notice in the Hawthorne Press Tribune on October 24, 2024, and mailed notification to property owners within a 300-foot radius of the site.

II. CONCLUSION AND RECOMMENDATION

Based on the analysis of the issues and conditions of approval, the proposal complies with the HMC. Accordingly, Staff recommends that the Planning Commission adopt PC Resolution 2024-19 (Attachment 5) approving Conditional Use Permit CU-2024-0007.

<u>Part 2 – Public Hearing – Design Review DR-2024-0011</u>

I. OVERVIEW AND ANALYSIS

A. Design Review and Zoning Ordinance Compliance:

The HMC contains various minimum requirements applicable to all properties within the General Commercial (C-3) zone as it relates to height, parking, and landscaping. Additionally, the subject site is adjacent to residentially zoned properties and requires the applicability of Chapter 17.99.

1. Architectural Style – Materials and Colors:

The applicant is proposing the new construction of a fast food restaurant (McDonald's) with a modern facade. HMC Section 17.99.110 – Design Guidelines – Architecture, specifies architectural styles and materials proposed shall be consistent throughout the project site.

The new building is designed with a range of materials that evoke a modern style. The materials utilized include stucco, wood, clear glass, and metal. The applicant is proposing to utilize materials of this type to produce a sleek and modern exterior facade. The proposed facade materials include the following:

Proposed Colors



Proposed colors include:

- Primary: Alabaster (Paint SW 7008 by Sherwin Williams)
- Accent: Cedar (Fiber cement siding)
- Trim: Black metal door and window trim (Iron Ore by Sherwin Williams)
- Clear window glass (Solarban)

The colors of the new building complement the design by not overusing one color and still provide contrast with the accent colors. Additionally, the materials provide a change in texture that adds architectural detail to the building, as shown in the building renderings below.

These color and finish combinations serve as the required base, accent, and trim colors and meet the minimum requirements of the design review regulations and Section 17.30.010 – Exterior colors for commercial buildings.



X



X

Height:

HMC Section 17.28.040 specifies no maximum height is imposed. The proposed building will not exceed a height of 22 feet.

Parking and Circulation:

HMC Section 17.99.100 (G) specifies parking areas shall be well landscaped and screened to create a safe and attractive parking environment. Much of the parking area will not be visible from Inglewood Ave. due to its screened location east of the structure. The remaining parking will be visible from Inglewood Ave. but screened by shrubbery along the western and southern perimeters.

Additional parking requirements for commercial uses are outlined in HMC Chapter 17.58. Restaurant uses must provide one parking stall for each 100 sq. ft. of gross floor area. Accordingly, the project's proposed floor area of 3,781 sq. ft. requires 38 parking stalls. The Code requires one of the stalls to be a designated handicap van accessible space and another a standard accessible parking space. The proposed design meets these criteria. In addition, the applicant has proposed a generous stall size of 10 feet wide by 18 feet long. This exceeds the minimum stall width of nine feet required by the Code.

The design of on-site vehicular circulation has been optimized to minimize traffic conflict. The south parking lot has entry and egress from 134th St. and Inglewood Ave. Parking in this area is served by a one way drive aisle which moves toward the drive-thru entrance. This will enable smooth traffic flow in a single direction. In addition, a one-way exit is located at the north property line to reduce traffic on the lot and at the intersection of 133rd St. and Inglewood Ave.

The site design is also in compliance with Code requirements for pedestrian circulation. The sidewalk around the perimeter of the lot is connected to paths of travel to the parking lot and restaurant. The handicap accessible parking stalls abut paths of travel with striping and tactile warning surfaces. These measures ensure pedestrian paths are well connected and provide for safe circulation.

The proposed drive-thru is equipped with a dual order point system. This design accommodates two vehicles at the ordering station which allows patrons to progress through the queue quicker than a traditional single order station drive-thru. Vehicles will then merge into a single queue to receive their orders. A pass-by lane has also been provided to facilitate a secondary exit from the drive-thru.

The applicant provided a Traffic Impact Assessment to assist in determining the project's impact on local traffic. The study showed that 52.5 percent of total trips to the restaurant are projected to be the result of pass-by traffic. These trips occur when a driver makes a stop on the way to their primary destination. The traffic assessment also included an analysis of vehicle miles traveled (VMT). Senate Bill 743 (SB 743) requires project reviews under CEQA to evaluate the transportation impacts of new developments in terms of greenhouse gas emissions using VMT. The Governor's Office of Planning and Research provides screening criteria to identify when a project may have a less than significant transportation impact concerning VMT. This project was found to meet two screening criteria as follows. The proposed restaurant size of 3,781 sq. ft. is less than 50,000 sq. ft. which is the designated gross floor area that would constitute a significant impact on transportation and subsequent greenhouse gas emissions. Additionally, the project was found to be located in a low VMT area where vehicle miles traveled are 15 percent below the county threshold.

Due to these findings, the project would screen out of further VMT analysis and is presumed to have a less than significant transportation impact under CEQA pursuant to SB 743.

Landscaping:

The applicant provided Staff with landscaping plans as required per HMC Section 17.99.040 (D) – Applicability and Section 17.99.110 (A) Design guidelines – Public Realm Engagement. The landscaping plans indicate the type, size, and location of all proposed plantings (Attachment 2).

The applicant is proposing to install a total of 661 sq. ft. of landscaping on the project site. This is 8% of the parking lot area, exceeding the requirement that 4% of all paved surfaces be landscaping (HMC 17.58.040 (C)). The applicant will incorporate a variety of plantings, all of which will be drought tolerant. A full list of plants and locations can be found in the landscaping plans (Attachment 2). Some of the plants include:

Trees

- Desert Museum Palo Verde
- Western Redbud
- Dynamite Crape Myrtle
- African Sumac

Shrubs

- Boutin Blue Foxtail Agave
- Hallmark Bulbine
- Whirling Butterflies Gaura
- Brakelights Red Yucca
- Little Spire Russian Sage
- Desert Globemallow

Grass

- Foothill Sedge
- Deer Grass

Vines

- Creeping Fig

The proposed landscaping contains plantings in a variety of heights, textures, and colors to enhance and beautify the parcel as well as new decorative boulders. A new irrigation system will be installed to maintain the landscaping in good condition. The proposed landscaping will not interfere with pedestrian circulation, on-site or off-site, nor impede the circulation and visibility of vehicles.

Additional Improvements:

The Public Works Department has included conditions of approval to ensure the public right-of-way surrounding the project site is safe and accessible. Improvements include repair of cracked or deteriorated sidewalk, curb, and gutter. The applicant has agreed to assist with addition of a new crosswalk at the midpoint of the site connecting to 134th St. opposite of Inglewood Ave.

Noise:

The HMC contains standards to regulate noise at commercial establishments such as this one. The noise generated at the ordering stations shall abide by the following regulation included as a condition of approval. Noise level shall not exceed 70 dBA between 7:00 am and 10:00 pm and 65 dBA between 10:00 pm and 7:00 am as measured at the site property lines. The site design also reflects consideration for neighboring properties as the ordering station has been placed over 100 ft. away from the adjacent residential structure.

Signs:

Per HMC Section 17.35.110 Signs – Commercial and Industrial, the property is permitted to include signage on the property and any proposed signage shall be evaluated by Staff to ensure the signage is in harmony with the style of the building facade and does not exceed the allocated signage permitted on the property.

B. Required Design Review Board Findings:

Pursuant to HMC Chapter 17.99 – Prior to granting an approval of an application for design review, the Planning Commission, serving as the Design Review Board, must make four specific findings, as follows:

1. The location, size, design, and characteristics of the project will be compatible with and will not be detrimental to the public health, safety, or welfare of persons residing in or working in or adjacent to the proposed project.

> This project is subject to review by agencies regulating the public health, safety, and welfare of the residents in the City of Hawthorne. These agencies include the Building Safety Department, Public Works Department, the County of Los Angeles Fire Department, and the Hawthorne Police Department. Elements under review include the provision of Americans with Disabilities Act (ADA) accessibility, traffic control devices, and safe paths-of-travel. The project site is properly located in the General Commercial zone which is intended to provide a designated area for land uses that will involve a greater degree of noise and outdoor activity, which are limited in more restrictive zones. Therefore, the proposed commercial use is compatible with the project site, and will not be detrimental to adjacent uses.

2. The proposed design is suitable for its purpose, is harmonious with and relates properly to, the surrounding neighborhood, contiguous parcels, and the site itself.

The proposed design is characteristic of a sleek and modern fast food establishment. The project site has been thoroughly planned to enable ideal operations such as safe circulation of pedestrians and vehicles, ample space to accommodate a queue of vehicles, and a second drive-thru ordering station. These design choices are intended to mitigate periods of high-volume and reduce congestion in the parking lot. The perimeter of the site is connected via public right of ways for pedestrian and vehicle traffic. The internal pedestrian circulation will connect to the sidewalks of 133rd St., 134th St., and Inglewood Ave. The surrounding neighborhood has also been considered in the design and will benefit from provisions to reduce noise and light disturbances. Security lighting shall be pointed down so as to limit light spilling onto adjacent parcels. The noise generated at the ordering stations is subject to the Exterior Noise Standards of the HMC to eliminate cause for nuisance and to be in harmony with contiguous parcels.

3. The overall design will be of a quality that will preserve the integrity of, and upgrade, the existing neighborhood.

The current site conditions are that of overgrown vegetation, trash, and graffiti. The Code Enforcement Department has issued eight citations since 2014. The proposed design will upgrade the existing neighborhood through development of the abandoned and blighted parcel. Improvements are set to include new construction of a McDonald’s restaurant with a drive-thru, new landscaping, new parking lot and paving, new driveways, and a new crosswalk. The crosswalk will facilitate a safe and accessible path between the East and West sides of Inglewood Ave.

4. The design of the proposed project is in accordance with the General Plan and all applicable provisions of the zoning ordinance.

The Zoning Code permits fast food restaurants in the General Commercial zone subject to the issuance of a Conditional Use Permit, which has been submitted in conjunction with this Design Review application.

This project was reviewed for compliance with the General Plan Land Use Policy designations and standards. The project conforms to the General Plan’s land use designation for the site. Although City Staff anticipates an increase in traffic as the restaurant will attract patrons, mitigation measures will be implemented to reduce congestion around the site. For example, the vehicle access point on 133rd St. will serve as an exit only to direct vehicles toward Inglewood Ave.

This project was also found to be in compliance with the City’s Economic Development Strategic Plan (EDSP). Policy 2.1 of the EDSP lists business retention, growth, and attraction of new business as goals of the City. Therefore, the prospect of having a thriving new business occupy what is currently a vacant and blighted site, is an economic success for the City.

PUBLIC HEARING NOTICE

Notice of the public hearing for this item was provided in accordance with Chapter 17.06 of the HMC. The Planning Department published a public hearing notice in the local paper on October 24, 2024, and mailed notification to property owners within a 300-foot radius of the site.

ENVIRONMENTAL ANALYSIS

The proposed amendments to the HMC constitute a project within the scope of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines. Conditional Use Permit CU-2024-0007 and Design Review DR-2024-0011 are categorically exempt from the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15303, Class 3 for New Construction. This project qualifies for the Class 3 exemption as the total floor area of 3,781 sq. ft. is less than the 10,000 sq. ft. threshold designated by CEQA. The new construction is a commercial development properly located in the General Commercial zone. The project does not involve the use of hazardous substances in its operation and is not located at an environmentally sensitive site. The project is also exempt from the California Environmental Quality Act pursuant to CEQA State Guidelines Section 15332. Class 32 exempts in-fill development projects such as these due to the following conditions. The proposed establishment will be located within city limits on a lot of approximately 37,500 sq. ft. The project does not conflict with the General Plan and zoning designation for the site. Nor does the project site serve as a habitat for rare species as the site was previously disturbed and filled with non-native plants and hardscape, and is surrounded by urban uses. In addition, the project was screened for effects related to traffic, and is presumed to have a less than significant effect per a VMT analysis. Further, the site is located in an area already served by utility service providers and public services. Finally, there are no unusual circumstances or issues that would constitute an exception to the categorical exemptions under CEQA Guidelines Section 15300.2.

RECOMMENDATION

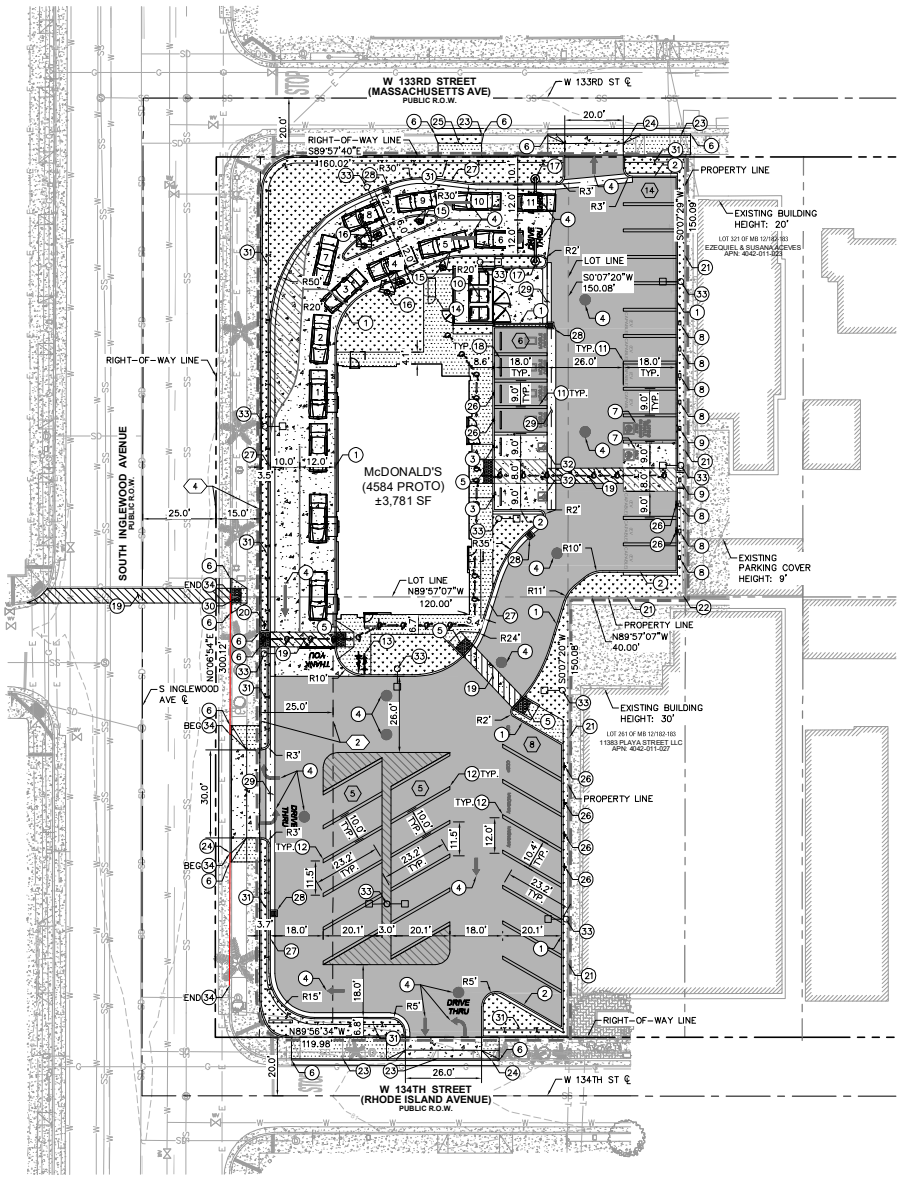
Based on the analysis of the issues and conditions of approval, the proposal complies with the HMC and will not result in significant negative impacts to the surrounding neighborhood. Accordingly, Staff recommends that the Planning Commission adopt PC Resolution 2024-20 (Attachment 6) approving Design Review Application DR-2024-0011.

ATTACHMENTS

1. Site Plans
2. Landscaping Plans
3. Public Hearing Notice
4. Notice of Exemption (NOE)
5. PC Resolution 2024-19
6. PC Resolution 2024-20
7. Traffic Impact Assessment
8. LID Report

ATTACHMENT 1

Site Plans



LEGEND:

- CENTER LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE / LEASE LINE
- EASEMENT LINE / SETBACK LINE
- APPROXIMATE LIMIT OF WORK LINE
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LANDSCAPE/PLANTER AREA
- HEAVY DUTY ASPHALT PAVEMENT
- DETECTABLE WARNING SYSTEM
- ACCESSIBLE ROUTE (LOCATION PURPOSES ONLY, DO NOT PAINT)
- SIGN POST
- ACCESSIBLE PARKING SPACE
- NUMBER OF PARKING SPACES

CONSTRUCTION NOTES:

1. CONCRETE CURB
2. 18" WALK-OFF CURB
3. ACCESSIBLE PARKING STALL SIGN
4. DIRECTIONAL MARKING PER PLAN
5. ACCESSIBLE RAMP WITH DETECTABLE WARNING (TRUNCATED DOMES)
6. JOIN EXISTING CURB, CURB & GUTTER, SIDEWALK.
7. "ELECTRIC VEHICLE CHARGING ONLY" IN 12" HIGH WHITE LETTERS AT THE END OF PARKING STALL
8. FUTURE E/V CHARGING STATION. CONDUIT TO BE RAN TO STALL FOR FUTURE CONNECTION
9. PROPOSED E/V CHARGING STATION.
10. COVERED TRASH ENCLOSURE AND RECYCLING BIN STORAGE
11. STANDARD 90° PARKING STALL STRIPING.
12. STANDARD 60° PARKING STALL STRIPING.
13. SHORT TERM BIKE RACK
14. LONG TERM BIKE RACK
15. PREVIEW BOARD
16. ORDER BOARD
17. HEIGHT DETECTOR POLE
18. INSTALL WHEELSTOPS FOR PARKING SPACES ADJACENT TO WALKWAYS
19. ACCESSIBLE PATH OF TRAVEL STRIPING. ACCESSIBLE PATHS SHALL BE ENHANCED PAVING.
20. ADA PATH OF TRAVEL SIGN
21. EXISTING CMU WALL TO REMAIN
22. EXISTING POWER POLE TO REMAIN
23. EXISTING DRIVEWAY TO BE REMOVED
24. PROPOSED DRIVEWAY
25. PROPOSED SIDEWALK, PARKWAY, CURB AND GUTTER TO MATCH EXISTING SURROUNDING
26. MCDONALD'S SITE SIGNAGE
27. CONCRETE CURB AND GUTTER
28. 24" X 24" JENSEN PRECAST DROP INLET WITH CATCH BASIN FILTER INSERT FOR TRASH CAPTURE.
29. 3.0' WIDE VALLEY GUTTER
30. PROPOSED CURB RAMP PER STD. PLAN RSP A88A.
31. WROUGHT IRON FENCE
32. ACCESSIBLE STALL STRIPING
33. SITE LIGHTING
34. NO PARKING RED CURB

TITLE REPORT EXCEPTIONS

(2) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT;

RESERVED BY:	HOPPER-MCFARLAND-DUNCAN COMPANY
PURPOSE:	PERTAINING TO THE LAYING OF WATER PIPES
RECORDING DATE:	MARCH 17, 1913
RECORDING NO:	BOOK 5379, PAGE 316, OF DEEDS
AFFECTS:	SAID LAND
AND RECORDING DATE:	JULY 29, 1915
AND RECORDING NO:	BOOK 6064, PAGE 289, OF DEEDS (AFFECTS SUBJECT PARCEL, PLOTTABLE AS SHOWN)

(4) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS CONDEMNED BY AN INSTRUMENT, ENTITLED: FINAL ORDER OF CONDEMNATION

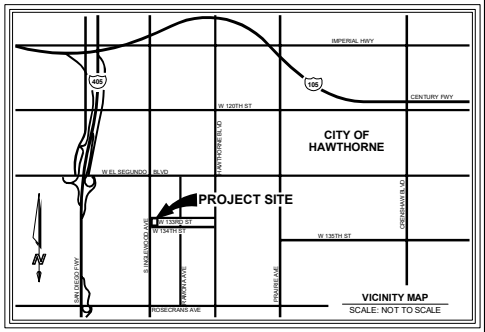
COURT:	SUPERIOR COURT OF THE STATE OF CALIFORNIA
CAUSE NO.:	671543
IN FAVOR OF:	COUNTY OF LOS ANGELES
PURPOSE:	PUBLIC ROAD AND HIGHWAY
RECORDING DATE:	JULY 10, 1958
RECORDING NO:	1958-3356, IN BOOK M65, PAGE 133, OF OFFICIAL RECORDS
AFFECTS:	SAID LAND (AFFECTS SUBJECT PARCEL, PLOTTABLE AS SHOWN)

LEGAL DESCRIPTION

SUBJECT PARCEL: APN: 4042-011-024 AND 4042-011-026

LOTS 260, 322 AND 323 OF INGLEDALE ACRES, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 20, PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY MOBILE/MANUFACTURED HOMES LOCATED THEREON.



SITE DATA

PROJECT DESCRIPTION:	DEMOLITION OF EXISTING CONCRETE PADS AND WALLS. NEW CONSTRUCTION OF A MCDONALD'S DRIVE THRU RESTAURANT AND PARKING LOT.
ADDRESS:	13314 S INGLEWOOD AVE, HAWTHORNE, CA 90250
APN:	4042-011-024 AND 4042-011-026
ZONING DISTRICT:	C-3 GENERAL COMMERCIAL (EXISTING & PROPOSED)
ADJACENT ZONING DISTRICTS:	N: C-3 GENERAL COMMERCIAL E: R-3 HIGH DENSITY RESIDENTIAL S: C-3 GENERAL COMMERCIAL
EXISTING LAND USE:	RESIDENTIAL
PROPOSED LAND USE:	COMMERCIAL
ADJACENT LAND USE:	N: COMMERCIAL E: RESIDENTIAL S: COMMERCIAL
FLOOD ZONE:	ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.02% ANNUAL CHANCE FLOODPLAIN PER MAP NO. 06037C1790F EFFECTIVE 9/26/2008

TOTAL DISTURBED AREA:	38,298 S.F.	(0.88 AC)	
TOTAL PAD AREA:	3,781 S.F.	(0.09 AC)	
TOTAL LOT AREA:	42,020 S.F.	(0.96 AC)	
LOT COVERAGE			
TOTAL SITE AREA:	38,298 S.F.	(0.88 AC)	100%
BUILDING AREA:	3,781 S.F.	(0.09 AC)	9.9%
IMPERVOUS AREA:	29,274 S.F.	(0.67 AC)	76.4%
LANDSCAPE AREA:	5,215 S.F.	(0.12 AC)	13.7%

PARKING/LANDSCAPE BUFFER	
FRONT:	0.0'
REAR:	0.0'
SIDE (N):	0.0'
SIDE (S):	0.0'

PARKING SUMMARY:

MCDONALD'S: 3,781 S.F. (1 STALL/100 S.F.) = 38 STALLS REQUIRED PER CITY CODE

- ADA PARKING FOR 26-50 PARKING STALLS = 2 ADA PARKING STALLS REQUIRED, PER 2016 CBC.
- FUTURE EV FOR 26-50 PARKING STALLS = 8 FUTURE EV STALLS REQUIRED PER 2016 CALGREEN
  1 FUTURE EV STALL MUST BE VAN ACCESSIBLE.

TOTAL NUMBER OF PARKING SPACES PROVIDED = 38

PARKING TABLE:	REQUIRED	PROVIDED	
STANDARD	28	28	
COMPACT (C)	–	–	
MOTORCYCLE	–	–	
EV CHARGING	8	8	(INCLUDING EV READY)
EV READY	2	2	
ACCESSIBLE	2	2	
TOTAL:	38	38	

*MINIMUM 6 CAR STACK BEHIND THE ORDER BOARD HAS BEEN PROVIDED

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SCALE
1" = 20'
WHEN PRINTED AT FULL SIZE (24"X36")

Know what's below. Call before you dig.

ISSUE	DATE	DESCRIPTION

DRAWN BY: JS
CHECKED BY: AB
RECOMMENDED: AB

ENGINEERS SEAL

Kimley»Horn
245 E THIRD ST
LONG BEACH, CA 90802
562-549-2142

PREPARED UNDER THE DIRECT SUPERVISION OF:
AMELIA BELTRAN, R.C.E. NO. #### DATE: 10/1/2024 EXP. ####

CITY OF HAWTHORNE
APPROVED BY:
CITY ENGINEER RCE # _____ EXP _____ DATE

McDonald's USA, LLC
13314 INGLEWOOD AVE
HAWTHORNE, CA 90250

CITY OF HAWTHORNE

PRELIMINARY SITE PLAN

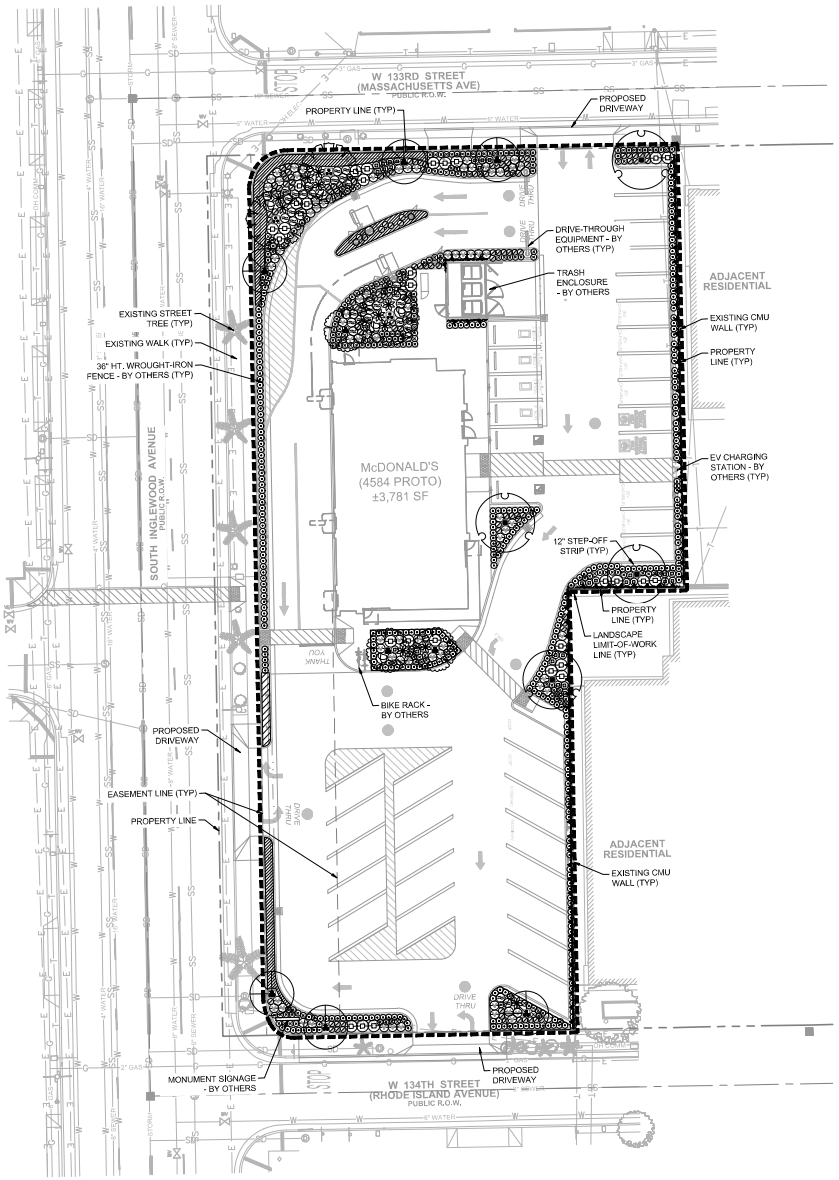
C1.0

Drawing name: K:\ORA_LDEV\McDonalds\194015042 - Hawthorne (4-5205)\CAD\Exhibits\Entitlement Package\C1.0 - Preliminary Site Plan.dwg C1.0 – Preliminary Site Plan Oct 01, 2024 12:04pm by: Bao.Duong

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

ATTACHMENT 2

Landscaping Plans



HAWTHORNE LANDSCAPE CODE REQUIREMENTS

PARKING LOT LANDSCAPE
- REQUIRED: MIN. 5%
- PARKING LOT AREA: 7,542 SF
- PARKING LOT LANDSCAPE AREA: 661 SF
- PROVIDED: 8%

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT.	CAL.	WUCOLS	SIZE AT MATURITY
TREES						
	3	CERCIDIUM X 'DESERT MUSEUM' / DESERT MUSEUM PALO VERDE MULTI-TRUNK	36" BOX	2" CAL. PER TRUNK	LOW	25' HT. X 25' SPR.
ACCENT TREE						
	3	CERCIS OCCIDENTALIS / WESTERN REDBUD MULTI-TRUNK	24" BOX	1" CAL. PER TRUNK	LOW	15'-20' HT. X 15'-20' SPR.
	6	LAGERSTROEMIA INDICA 'DYNAMITE' / DYNAMITE® CRAPE MYRTLE MULTI-TRUNK	24" BOX	2" CAL.	MODERATE	10'-25' HT. X 12'-20' SPR.
STREET TREE						
	4	SEARSIA LANCEA / AFRICAN SUMAC STANDARD TRUNK	24" BOX	2" CAL.	LOW	20'-30' HT. X 20'-30' SPR.
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	WUCOLS	SIZE AT MATURITY
SHRUBS						
	11	AGAVE ATTENUATA 'BOUTIN BLUE' / BOUTIN BLUE FOXTAIL AGAVE	5 GAL.	48" O.C.	LOW	4'-5' HT. X 4'-5' SPR.
	75	BULBINE FRUTESCENS 'HALLMARK' / HALLMARK BULBINE	5 GAL.	36" O.C.	LOW	1'-2' HT. X 3'-4' SPR.
	117	GAURA LINDHEIMERI 'WHIRLING BUTTERFLIES' / WHIRLING BUTTERFLIES GAURA	5 GAL.	48" O.C.	LOW	2'-3' HT. X 1'-2' SPR.
	29	HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS® RED YUCCA	5 GAL.	36" O.C.	LOW	2'-5' HT. X 2'-3' SPR.
	207	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE' / LITTLE SPIRE RUSSIAN SAGE	5 GAL.	18" O.C.	LOW	2' HT. X 2' SPR.
	31	SPHAERALCEA AMBIGUA / DESERT GLOBEMALLOW	5 GAL.	48" O.C.	LOW	3' HT. X 3'-4' SPR.
BOULDERS						
	4	ROCK BOULDERS / 2'-3' DIAMETER 'DESERT SELECT BOULDER' BY SOUTHWEST BOULDER AND STONE OR APPROVED EQUAL.	-	-	-	
	5	ROCK BOULDERS / 4'-5' DIAMETER 'DESERT SELECT BOULDER' BY SOUTHWEST BOULDER AND STONE OR APPROVED EQUAL.	-	-	-	
GRASSES, SEDGES, AND RUSHES						
	349	CAREX TUMULICOLA / FOOTHILL SEDGE	5 GAL.	24" O.C.	LOW	1'-2' HT. X 1'-2' SPR.
	35	MUHLENBERGIA RIGENS / DEER GRASS	5 GAL.	36" O.C.	LOW	3'-4' HT. X 3'-4' SPR.
VINES						
	76	FICUS PUMILA / CREEPING FIG	5 GAL.	60" O.C.	MODERATE	8'-15' HT. X 3'-5' SPR.
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	WUCOLS	SIZE AT MATURITY
GROUND COVERS						
	667 SF	TEUCRIUM COSSONII / CREEPING GERMANDER	1 GAL.	36" O.C.	LOW	6" HT. X 2'-3' SPR.

LANDSCAPE NOTE:

THE SELECTION OF PLANT MATERIAL IS BASED ON CLIMATIC, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZERS AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. DECOMPOSED GRANITE SHALL FILL IN BETWEEN SHRUBS TO SHIELD THE SOIL FROM THE SUN, EVAPOTRANSPIRATION, AND RUN-OFF. ALL SHRUB BEDS SHALL BE MULCHED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER SOIL TEMPERATURE, AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE GUIDELINES SET FORTH BY THE CITY OF HAWTHORNE MUNICIPAL CODE.

IRRIGATION NOTE:

AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED TO PROVIDE 100% COVERAGE FOR ALL PLANTING AREAS SHOWN ON THE PLAN. THE WATER SUPPLY FOR THIS SITE IS A POTABLE WATER CONNECTION AND A DEDICATED IRRIGATION METER WILL BE PROVIDED. LOW VOLUME EQUIPMENT SHALL PROVIDE SUFFICIENT WATER FOR PLANT GROWTH WITH NO WATER LOSS DUE TO WATER CONTROLLERS, AND OTHER NECESSARY IRRIGATION EQUIPMENT. ALL POINT SOURCE SYSTEM SHALL BE ADEQUATELY FILTERED AND REGULATED PER THE MANUFACTURER'S RECOMMENDED DESIGN PARAMETERS. ALL IRRIGATION IMPROVEMENTS SHALL FOLLOW THE GUIDELINES SET FORTH BY THE CITY OF HAWTHORNE MUNICIPAL CODE.

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE 2140 AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

MATTHEW DURHAM, LLA 4840

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SCALE
1" = 20'
WHEN PRINTED AT FULL SIZE (24"X36")

Know what's below. Call before you dig. 811

ISSUE	DATE	DESCRIPTION

DRAWN BY: GP
CHECKED BY: MD
RECOMMENDED: MD

PLA SEAL

Kimley»Horn
1100 TOWN AND COUNTRY ROAD, SUITE 700
ORANGE, CA 92868
(714) 784-8338

PREPARED UNDER THE DIRECT SUPERVISION OF:
MATTHEW DURHAM, PLA NO. 4840 DATE: 8/14/2024 EXP: 3/31/25

CITY OF HAWTHORNE
APPROVED BY:
CITY ENGINEER RCE # _____ EXP _____ DATE

McDonald's USA, LLC
13314 INGLEWOOD AVE
HAWTHORNE, CA 90250

CITY OF HAWTHORNE

PRELIMINARY LANDSCAPE PLAN

1 OF 1

Drawing name: K:\CPA_LDEV\McDonalds\194015042 – Hawthorne (4-5200)\CADD\Exhibits\Entitlement Package\L1.0 – Preliminary Landscape Plan.dwg L1.0 – Preliminary LS Plan Aug 14, 2024 1:35pm by: Grace.Pan
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

ATTACHMENT 3

Public Hearing Notice

Herald Publications
531 Main St., #1160.
El Segundo, CA 90245
(310) 322-1830 • Fax (310) 322-2787

This space is for the County Clerk's Filing Stamp

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
County of Los Angeles,

I declare, that I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk responsible for accepting, formatting and publishing legal notices in the **Hawthorne Press Tribune**, a newspaper of general circulation, printed and published **weekly** in the City of **Hawthorne**, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of **July 31, 1959**, Case Number **187530**; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

10/24/2024

All in the year **2024**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at **Hawthorne**, California,

this **24** day of **October 2024**

.....
Signature

Code # HH-28799

Proof of Publication of:

NOTICE OF PUBLIC HEARING
CONDITIONAL USE APPLICATION NO. CU-2024-0007 AND DR-2024-0011

PUBLIC NOTICE is hereby given that the Planning Commission of the City of Hawthorne will hold a public hearing to consider the following matter:

CONDITIONAL USE APPLICATION NO. CU-2024-0007: Conditional Use Permit Application No. CU-2024-0007 is a request to permit a drive-thru at the proposed McDonald's fast food restaurant. The Hawthorne Municipal Code permits drive-thru restaurants as an approved land use in the General Commercial (C-3) zone with the issuance of an approved conditional use permit (HMC 17.26.020).

DESIGN REVIEW APPLICATION NO. DR-2024-0011: Design Review Application No. DR-2024-0011 is a request for design approval of a new McDonald's restaurant. The scope of work includes the construction of a new restaurant with drive-thru, parking, and landscaping.

PROJECT LOCATION: 13324 S. Inglewood Avenue, Hawthorne, CA 90250

MEETING DETAILS:

Day:	Wednesday
Date:	November 6, 2024
Time:	6:00 PM
Place:	City Council Chambers 4455 West 126th Street Hawthorne, CA 90250

Those interested in this project may appear at the meeting and submit oral or written comments. Written information pertaining to this project must be submitted to the Planning and Community Development Department prior to 5:00 PM November 6, 2024, at 4455 West 126th Street, Hawthorne, California 90250 or emailed to abermudez@cityofhawthorne.org. For additional information, you may contact Anais Bermudez at (310) 349-2970 or at the email noted above.

ENVIRONMENTAL REVIEW: Conditional Use Permit CU-2024-0007 and Design Review DR-2024-0011 are categorically exempt from the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15332. Class 32 exempts in-fill development projects such as these due to the following conditions. The proposed establishment will be located within city limits on a lot of approximately 37,500 sq. ft. The project does not conflict with the General Plan and zoning designation for the site. Nor does the project site serve as a habitat for rare species as the site was previously disturbed and filled with non-native plants and hardscape, and is surrounded by urban uses. In addition, the project was screened for effects related to traffic, and is presumed to have a less than significant effect per a VMT analysis. Further, the site is located in an area already served by utility service providers and public services. Finally, there are no unusual circumstances or issues that would constitute an exception to the categorical exemptions under CEQA Guidelines Section 15300.2.

PLEASE NOTE that pursuant to Government Code Section 65009: In an action or proceeding to attack, review, set aside, void, or annul a finding, determination or decision of the Planning Commission or City Council, the issues raised shall be limited to those raised at the public hearing in this notice or in written correspondence delivered to the Planning Commission or City Council at or prior to the public hearing.

Hawthorne Press Tribune Pub. 10/24/24
HH-28799

ATTACHMENT 4

Notice of Exemption (NOE)

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 Imperial Hwy.
Norwalk CA 90650

From: (Public Agency): City of Hawthorne
4455 W. 126th Street
Hawthorne, CA 90250
(Address)

Project Title: Conditional Use Permit Application No. CU-2024-0007 AND Design Review Application No. DR-2024-0011

Project Applicant: Scott Wilkeson, McDonald's USA, LLC

Project Location - Specific:
13324 South Inglewood Avenue, Hawthorne, CA 90250

Project Location - City: Hawthorne Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
CU-2024-0007 is a request to permit a drive-thru at a new McDonald's restaurant. Dr-2024-0011 is a request for design review of a new restaurant. The scope of work includes the construction of a new McDonald's restaurant with drive-thru, parking, landscaping, and off-site improvements.

Name of Public Agency Approving Project: City of Hawthorne

Name of Person or Agency Carrying Out Project: Scott Wilkerson, McDonald's USA, LLC

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 15303, Class 3 and Section 15332, Class 32
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The proposed CUP is a project subject to the California Environmental Quality Act (CEQA) and qualifies for an exemption from CEQA pursuant to Section 15332, 15303, Class 3 for New Construction. This project qualifies for the Class 3 exemption as the total floor area of 3,781 sq. ft. is less than the 10,000 sq. ft. threshold designated by CEQA. The new construction is a commercial development properly located in the General Commercial zone. The project does not involve the use of hazardous substances in its operation and is not located at an environmentally sensitive site. This project is also exempt from the California Environmental Quality Act pursuant to CEQA State Guidelines Section 15332, Class 32. The development is located within city limits on a lot of approximately 37,500 sq. ft. The project does not conflict with the General Plan and zoning designation for the site. Nor does the project site serve as a habitat for rare species as the site was previously disturbed and filled with non-native plants and hardscape, and is surrounded by urban uses.

Lead Agency
Contact Person: Anais Bermudez Area Code/Telephone/Extension: 310-349-2970

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: 11/6/24 Title: Planning Assistant

- Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

ATTACHMENT 5

PC Resolution 2024-19

PLANNING COMMISSION RESOLUTION NO. PC 2024-19
CONDITIONAL USE PERMIT CU-2024-0007

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWTHORNE, CALIFORNIA, ADOPTING A NOTICE OF EXEMPTION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT CU-2024-0007 FOR A DRIVE-THRU RESTAURANT AT 13324 S. INGLEWOOD AVE., IN THE CITY OF HAWTHORNE, SUBJECT TO CONDITIONS AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, Scott Wilkeson (Applicant), filed a complete application requesting the approval of a Conditional Use Permit (CUP) for a drive-thru restaurant in accordance with Hawthorne Municipal Code (HMC) Chapter 17.26; and

WHEREAS, the Application applies to a property located at 13324 S. Inglewood Ave., Hawthorne, California, Assessor's Parcel Numbers 4042-011-026 and 4042-011-024 ("Property"); and

WHEREAS, the Land Use Element of the General Plan designates the Property as General Commercial and the zoning as General Commercial (C-3); and

WHEREAS, in accordance with the HMC Chapters 17.26 and 17.28 a drive-thru restaurant requires the granting of a conditional use permit by the Planning Commission; and

WHEREAS, the project is categorically exempt from review pursuant to State CEQA Guidelines Section 15332, Class 32, for Infill Development Projects; and

WHEREAS, on November 20, 2024, a duly noticed public hearing on the project was held before the Planning Commission where all interested parties were given an opportunity to be heard; and

WHEREAS, evidence was heard and presented from all persons in favor of the application, from all persons opposed to the application and from members of the City staff; and that the Planning Commission having heard and received all of said evidence, testimony, and statements and being fully informed of the application.

THE PLANNING COMMISSION OF THE CITY OF HAWTHORNE DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Based upon independent review and consideration of the written and oral comments of interested parties thereon, the responses thereto by City staff, the Conditions of Approval (Exhibit A) as well as the entire record of its proceedings, and having exercised its independent judgement thereon, the Planning Commission hereby finds that the Project is exempt from the California Environmental Quality Act pursuant to CEQA State Guidelines Section 15332, Class 32 which exempts projects consistent with both the general plan and zoning designations and regulations. The proposed

use would occur within city limits on a site significantly less than five acres and surrounded by urban uses. Additionally, the subject site is not home to endangered species and will therefore not jeopardize the habitat of rare or threatened species. The proposal also complies with Class 32 exemptions due to the site's location in an area already served by utility and public service providers.

SECTION 3. Based upon substantial evidence presented to the Planning Commission during the November 20, 2024, public meeting, including public testimony and written and oral staff reports, the Planning Commission finds as follows:

1. The proposed use is properly one for which a CUP is authorized by this code, as follows:

   As discussed above, the project site is located in the C-3 zone. HMC Section 17.28.020 permits uses in the C-3 zone that are permitted in the C-2 zone and subject to the same regulations as in the C-2 zone. As such, a conditional use permit is a proper use.

2. The proposed use will not adversely affect the adjoining land uses, or the growth and development of the area in which it is proposed to be located, as follows:

   The project location in the General Commercial zone is intended for commercial activity and development, including restaurants. Through careful design and subsequent design review, the drive-thru will be oriented in a way to minimize interference with the adjoining commercial and residential land uses.

3. That the size and shape of the site proposed for the use is adequate to allow the full development of the proposed use, in a manner not detrimental to either the particular area or health and safety.

   The proposed structure is 3,781 sq. ft. which covers 10% of the existing 37,500 square foot lot. The site can easily accommodate the new building and proposed parking. The portion of the site dedicated to the drive-thru is adequate to accommodate a queue of vehicles. Additionally, the drive-thru entrance is proposed to be 24 ft. wide, accommodating two lanes and two ordering stations. This style of drive-thru design provides additional queuing space.

4. That the traffic generated by the proposed use will not impose an undue burden upon the streets and highways designed and improved to carry the traffic in the area.

   The purpose of a drive-thru is to collect cars in an orderly queue to receive service. The proposed queue demonstrates ample space to accommodate vehicles and minimize overflow into the establishment's parking lot and adjacent streets. The drive-thru will be accessible via curb cuts on two streets, Inglewood Ave. and 134th Street. The drive-thru will have signage and directional arrows guiding traffic in one direction.

   The Applicant and the City will take an additional precaution to reduce the burden of traffic at the intersection of Inglewood Avenue and 133rd Street. A curb cut on the

property along 133rd Street will serve as an exit only, directing vehicles toward Inglewood Avenue. This will mitigate the potential for vehicle stacking on 133rd St.

5. That the granting of the conditional use permit under the conditions imposed will not be detrimental to the health and safety of the citizens of the City of Hawthorne.

   Provisions of the HMC permit drive-thru restaurants with the approval of a CUP. The findings above demonstrate the project's conformity to the surrounding land uses and regulations of the Zoning Code. Additionally, the conditions of approval enumerated in Exhibit A, subject the project to review by agencies such as Fire, Police, and others regulating public safety.

SECTION 4. Based on the forgoing, the Planning Commission hereby grants Conditional Use Permit CU-2024-0007 subject to the conditions set forth in Exhibit A attached hereto.

SECTION 5. This resolution shall become effective 10 days after its adoption, unless within that period of time it is appealed to the City Council. In the event of an appeal, this resolution shall not become effective unless reinstated by the City Council after the hearing on the appeal. The City Council resolution determining the appeal shall be controlling, and unless the matter is remanded to the Planning Commission, the resolution of the City Council shall be final.

SECTION 6. A copy of this resolution shall be mailed to the applicant and copies shall be filed with the City.

PASSED, APPROVED and ADOPTED this 20th day of November 2024.

ATTEST:

_____
Ryan Richard, CHAIRPERSON

_____
GREGG McCLAIN, SECRETARY

EXHIBIT A

CONDITIONS OF APPROVAL

CONDITIONAL USE PERMIT CU-2024-0007

Application:	CU-2024-0007
Applicant:	**SCOTT WILKESON, MCDONALD'S USA, LLC**
Owner:	11383 PLAYA STREET LLC C/O PERRY G. DE LUNA
Authorized Agent:	ROBERT PREECE
Location:	13324 S. INGLEWOOD AVE. & 13324 W. 133rd ST.

CONDITIONS OF APPROVAL

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project per Section 17.40.050 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Hawthorne.

1. The applicant shall comply with all applicable requirements and provisions set forth by the Uniform Building Code, Uniform Fire Code, Hawthorne Municipal Code (HMC), and any additional requirements by the Fire Department, Director of Building and Safety, or Director of Planning, as related to this application.

2. The property shall be developed substantially in conformance with the floor plans received, and approved by the Planning Commission and as conditioned by the requirements contained in this resolution of approval. Any deviation from said plans shall first be reviewed by the Planning Department to determine whether proposed modifications are within the scope of approval.

3. The applicant and subsequent property owners/tenants must conform to all Business License regulations and maintain a current city license at all times.

4. All signage on the property shall comply with Chapter 17.35 of the HMC.

5. Signs shall be posted on the site per CA Penal Code Sections 552 through 555.5 and 11532 to prohibit loitering on the property.

6. The number of persons shall not exceed the maximum occupancy load as determined by the Fire Department. Signs indicating the occupant load shall be posted in a conspicuous place on the approved sign near the main exit from the building.

7. Graffiti shall be removed within 24 hours of its discovery.

8. Signage and pavement arrows to direct internal traffic shall be included on plans, subject to City approval.

9. Property owners shall keep parking lot clean at all times.

10. All direct lighting produced by the development must be contained on site. The Owner/Applicant shall ensure any exterior night lighting and illuminated signage installed on the project site is of low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject lot and prevent spill-over onto the adjacent residential lots.

11. The applicant shall ensure all exterior noise generated by the project, such as that generated by the drive-thru ordering system, will comply with Section 9.34.030 Exterior Noise Standards of the Hawthorne Municipal Code. This section provides for an allowable noise level not to exceed 70 dBA between 7:00 am and 10:00 pm and 65 DBA between 10:00ppm and 7:00 am, as measured at the site property lines.

12. All County Fire Department requirements must be met before any building permits will be released.

13. Off-street parking shall be provided at all times in accordance with the originally approved site plan and, per Municipal Code Chapter 8.16, shall be maintained in a clean and attractive manner (striping maintained, pot-holes and cracks repaired, and trash, litter, or other materials shall be removed regularly).

14. Per Municipal Code Chapter 8.14, all landscaped areas shall be maintained in accordance with the originally approved landscaped plan and in a healthy and well-kept condition and kept weed-free.

15. The approved conditions of approval shall be included on building plans upon submission.

16. The Applicant shall ensure patrons do not block loading areas or trash enclosures during hours of operation.

17. The property shall be developed in substantial conformity with the plans approved by the Planning Commission on November 20, 2024, as conditioned by the requirements contained in the resolution of approval for Conditional Use Permit Application CU-2024-0007. Any more intensive use of the property, or deviation from said plans, shall first be reviewed as a modification of this permit.

18. The applicant shall commence construction of the structure or establish the use that is authorized by this approval within three (3) years of the effective date of this approval. Failure to commence construction of the structure or establish the use within that three-year time period shall render this approval null and void any attempt to commence construction or establish the use thereafter shall first require approval of a new application. Applications for a time extension to the commencement date as specified herein must be filed a minimum of thirty (30) days prior to the expiration date. The Planning Director may renew the approval for a single one-year period if a request is received at least 30 calendar days before approval lapses. Requests for a time extension must be accompanied by a formal application, all required exhibits and plans, and the required application fees. Any additional requests for extension shall require Planning Commission approval.

19. The Applicant/property owner must submit payment for all outstanding fees payable to the City prior to issuance of any permit, including building, grading, or demolition.

20. The Applicant shall pay the applicable public facility impact fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected.

21. The Applicant shall comply with all applicable requirements and provisions set forth by the Uniform Building Code, Uniform Fire Code, Hawthorne Municipal Code (HMC), and any additional requirements by the Fire Department, Director of Building and Safety, or Director of Planning, as related to this application.

22. All signs, banners, or other outside advertising materials or structures on the property must be approved by the City and shall comply with Chapter 17.35 of the HMC.

23. No outside display of goods, wares, or merchandise shall be permitted, unless approved by the Planning Director.

24. Per the Department of Public Works – Abide by requirements as requested in memo dated September 10, 2024.

ATTACHMENT 6

PC Resolution 2024-20

PLANNING COMMISSION RESOLUTION NO. PC 2024-20
DESIGN REVIEW APPLICATION NO. DR-2024-0011

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWTHORNE, CALIFORNIA, ADOPTING A NOTICE OF EXEMPTION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING DESIGN REVIEW APPLICATION NO. DR-2024-0011 FOR A RESTAURANT WITH A DRIVE-THRU, NEW LANDSCAPING, AND PARKING AT 13324 S. INGLEWOOD AVE. AND 13324 W. 133RD ST., IN THE CITY OF HAWTHORNE, SUBJECT TO CONDITIONS AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, Scott Wilkeson (Applicant), requested approval of a Design Review to construct a new restaurant with a drive-thru at 13324 S. Inglewood Ave. (Property), which is zoned C-3 (General Commercial); and

WHEREAS, in accordance with Hawthorne Municipal Code (HMC) Chapter 17.99, which states approval by the Planning Commission, appointed as the Design Review Board (DRB), is required to ensure projects meet the requirements of the chapter; and

WHEREAS, in accordance with HMC Chapter 17.99 – Design Review, the City of Hawthorne established a design review procedure for all applicable projects not exempted per Section 17.99.030 – Exceptions. The subject property is situated adjacent to existing residentially zoned properties and the proposed improvements encompass more than 1,000 sq. ft. of building and site surfaces. Therefore, the subject project is not exempt from the design review process and must obtain approval by the DRB; and

WHEREAS, the application is for approval to develop the property with the construction of a new commercial building, drive-thru, and installation of landscaping and parking. The project site is approximately 37,550 square feet; and

WHEREAS, the Land Use Element of the General Plan designates the Property as General Commercial (GC), which is intended for office and commercial activities serving both local and regional markets. The proposed development and site improvements will improve the property and surrounding area; and

WHEREAS, the existing site is a vacant lot subject to graffiti, accumulation of trash and debris, and overgrown vegetation. The Code Enforcement Department has issued numerous citations requiring corrective action to rectify these violations; and

WHEREAS, the City of Hawthorne wishes to protect and preserve the quality of the local business areas and quality of life throughout the City and to ensure uses are managed through effective land use planning and design; and

WHEREAS, the applicant presented evidence that the proposed use complies with all applicable local, state, and federal laws; and

WHEREAS, the project is categorically exempt from review pursuant to State CEQA Guidelines Section 15303, Class 3 for New Construction, and Section 15332, Class 32 for In-fill Developments; and

WHEREAS, on November 20, 2024, a duly noticed public hearing on the project was held before the Planning Commission where all interested parties were given an opportunity to be heard; and

WHEREAS, evidence was heard and presented from all persons in favor of the application, from all persons opposed to the application and from members of the City staff; and that the Planning Commission having heard and received all of said evidence, testimony, and statements and being fully informed of the application, approve this resolution.

THE PLANNING COMMISSION OF THE CITY OF HAWTHORNE DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the HMC.

SECTION 3. Based upon independent review and consideration of the written and oral comments of interested parties thereon, the responses thereto by City staff, the Conditions of Approval (Exhibit A) as well as the entire record of its proceedings, and having exercised its independent judgement thereon, the Planning Commission hereby finds that the Project is exempt from the California Environmental Quality Act pursuant to CEQA State Guidelines Section 15303, Class 3 for New Construction. This project qualifies for the Class 3 exemption as the total floor area of 3,781 sq. ft. is less than the 10,000 sq. ft. threshold designated by CEQA. The new construction is a commercial development properly located in the General Commercial zone. The project does not involve the use of hazardous substances in its operation and is not located at an environmentally sensitive site. The project is also exempt from the California Environmental Quality Act pursuant to CEQA State Guidelines Section 15332, Class 32. The development is located within city limits on a lot of approximately 37,500 sq. ft. The project does not conflict with the General Plan and zoning designation for the site. Nor does the project site serve as a habitat for rare species as the site was previously disturbed and filled with non-native plants and hardscape, and is surrounded by urban uses.

SECTION 4. Based upon substantial evidence presented to the Planning Commission during the November 20, 2024, public meeting, including public testimony and written and oral staff reports, the Planning Commission finds as follows:

Pursuant to HMC Chapter 17.99 – Prior to granting an approval of an application for design review, the Planning Commission, serving as the Design Review Board, must make four specific findings, as follows:

1. The location, size, design, and characteristics of the project will be compatible with and will not be detrimental to the public health, safety, or welfare of persons residing in or working in or adjacent to the proposed project.

   This project is subject to review by agencies regulating the public health, safety, and welfare of the residents in the City of Hawthorne. These agencies include the Public Works Department, the County of Los Angeles Fire Department, and the Hawthorne Police Department. Elements under review include the provision of Americans with Disabilities Act (ADA) accessibility, traffic control devices, and safe paths-of-travel. The project site is properly located in the General Commercial zone which is intended to provide a designated area for land uses that will involve a greater degree of noise and outdoor activity which are limited in more restrictive zones. Therefore, the proposed commercial use is compatible with the project site, and will not be detrimental to adjacent uses.

2. The proposed design is suitable for its purpose, is harmonious with and relates properly to, the surrounding neighborhood, contiguous parcels, and the site itself.

   The design is characteristic of a sleek and modern fast food establishment. The project site has been thoroughly planned to enable ideal operations such as safe circulation of pedestrians and vehicles, ample space to accommodate a queue of vehicles, and a second drive-thru ordering station. These design choices are intended to mitigate periods of high-volume and reduce congestion in the parking lot. The perimeter of the site is connected via public right of ways for pedestrian and vehicle traffic. The internal pedestrian circulation will connect to the sidewalks of 133rd St., 134th St., and Inglewood Ave. The surrounding neighborhood has also been considered in the design and will benefit from provisions to reduce noise and light disturbances. Security lighting shall be pointed down and prohibits light from spilling onto adjacent parcels. The noise generated at the ordering stations is subject to the Exterior Noise Standards of the HMC to eliminate cause for nuisance and to be in harmony with contiguous parcels.

3. The overall design will be of quality that will preserve the integrity of, and upgrade, the existing neighborhood.

   The current site conditions are that of overgrown vegetation, trash, and graffiti. The Code Enforcement Department has issued eight citations since 2014. The site design will upgrade the existing neighborhood through development of the abandoned and blighted parcel. Improvements are set to include new construction of a McDonald's restaurant with a drive-thru, new landscaping, new parking lot and paving, new driveways, and a new crosswalk. The crosswalk will facilitate a safe and accessible path between the East and West sides of Inglewood Ave.

4. The design of the proposed project is in accordance with the general plan and all applicable provisions of the zoning ordinance.

This project has been reviewed for compliance with the General Plan Land Use Policy Designations and Standards. The project conforms to the General Plan's land use designation for the General Commercial zone. Although City Staff does anticipate an increase in traffic as the restaurant will attract patrons, mitigation measures will be implemented to reduce congestion around the site. For example, the vehicle access point on 133rd St. will serve as an exit only to direct vehicles toward Inglewood Ave. This will mitigate the potential for vehicle stacking on 133rd St.

This project has also been found to be in compliance with the City's Economic Development Strategic Plan (EDSP). Policy 2.1 of the EDSP lists business retention, growth, and attraction of new business as goals of the City. Therefore, the prospect of having a new business occupy what is currently a vacant and blighted site advances the City's economic development goals.

SECTION 5. Based on the findings contained in the recitals of this resolution, the Planning Commission hereby grants approval of Design Review Application No. DR-2024-0011 subject to the conditions set forth in Exhibit A attached hereto.

SECTION 6. The Notice of Exemption (NOE) stating that the project is approved shall be filed with the County Clerk of Los Angeles unless a timely appeal of this Resolution is filed. The filing of the Notice of Exemption with the County Clerk begins the 35-day statute of limitations period provided by Public Resources Code Section 21167, which is applicable to any legal challenges to the City's decision that this Project will not affect the provisions of the California Environmental Quality Act. Public Resources Code Section 21168 governs the manner in which any such action must be brought and determined.

SECTION 7. The documents and other materials that constitute the record of the proceedings upon which the Planning Commission's recommendations are based, which include, but are not limited to, the staff reports for the Project and all of the materials that support the staff reports for the Project, are located in the office of the Planning Department of the City of Hawthorne, at 4455 West 126th Street, Hawthorne, CA 90250. The custodian of these documents in the Planning Director.

SECTION 8. This resolution shall become effective 10 days after its adoption, unless within that period of time it is appealed to the City Council. In the event of an appeal, this resolution shall not become effective unless reinstated by the City Council after the hearing on the appeal. The City Council Resolution determining the appeal shall be controlling, and unless the matter is remanded to the Planning Commission, this resolution of the City Council shall be final.

SECTION 9. The Planning Commission Secretary shall certify to the adoption of this resolution and shall forward a copy to the City Council, City Clerk, City Manager, and City Attorney and mail a copy to the applicant.

PASSED, APPROVED and ADOPTED this 20th day of November 2024.

ATTEST:

_____
Ryan Richard, CHAIRPERSON

_____
GREGG McCLAIN, SECRETARY

EXHIBIT A
CONDITIONS OF APPROVAL
DESIGN REVIEW DR-2024-0011

Application: DR-2024-0011
Applicant: **SCOTT WILKESON, MCDONALD'S USA, LLC**
Owner: 11383 PLAYA STREET LLC C/O PERRY G. DE LUNA
Authorized Agent: ROBERT PREECE
Location: 13324 S. INGLEWOOD AVE. & 13324 W. 133rd ST.

CONDITIONS OF APPROVAL

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project per Section 17.99.060 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Hawthorne.

1. The applicant shall ensure the materials and colors utilized for the exterior facade improvements are as indicated in the plans approved by the Design Review Board and attached hereto.

2. The applicant shall ensure a minimum of 28 parking spaces (two of which are ADA accessible, including one van space) shall be provided in accordance with Chapter 17.58 Off-Street Parking.

3. The applicant shall ensure the landscaping provided is in compliance with the type, size, and location as indicated in the landscaping plans reviewed by the Design Review Board and attached hereto.

4. Per the Department of Public Works – Abide by requirements as requested in attached memo dated September 10, 2024.

5. The applicant shall ensure the conditions of approval are adhered to, otherwise it shall be grounds for revocation of the Design Review Application approval.

6. The applicant shall record tentative map of Lot Line Adjustment prior to issuance of certificate of occupancy.

CODE REQUIREMENTS AND STANDARDS

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any approved "conditions of approval" noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Hawthorne.

1. Failure of the applicant to comply with conditions as set forth shall be cause for the Planning Commission to institute a Public Hearing for revocation purposes.

2. The applicant shall comply with all applicable requirements and provisions set forth by the Building Code, Fire Code, Hawthorne Municipal Code (HMC), and any additional requirements by the Fire Department, Director of Building Safety, or Director of Planning, as related to this application.

3. All signage on the property shall comply with Chapter 17.35 of the HMC.

4. The property shall be developed and operated as conditioned by the requirements contained in this resolution of approval. Any deviation from said plans shall first be reviewed by the Planning Department to determine whether proposed modifications are within the scope of the approval. Minor changes in the exterior design approved by the Planning Commission may be approved by the Planning Director but are limited to changes in window orientation and scale, landscaping materials and placement, and detailing.

5. Substantial redesign of the project, which could impact adjacent properties, or modification to conditions of approval require a new application, processing fee, public noticing, and public hearing before the Planning commission.

6. The applicant must conform to all Business License regulations and maintain a current city license at all times, if applicable.

7. Any graffiti painted or marked upon the premises or any adjacent area under the control of the permittee shall be removed or painted over within 24 hours of being applied. If graffiti is not removed within 24 hours of notification, the City of Hawthorne shall remove the graffiti and invoice the applicant for the cost.

8. Approval of the design review application shall lapse three years after its date of approval, unless a building permit is issued and construction diligently pursued, or the design review approval is renewed. The Planning Director may renew the approval for a single one year period if a request is received at least 30 calendar days before approval lapses. Any additional requests for extension shall require Planning Commission approval.

INTERPRETATION AND ENFORCEMENT

The Planning Department, Engineering/Public Works Department, Police Department, Building Safety Department, and contract agencies (Los Angeles County Fire Department) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval. Any questions of intent or interpretation of any condition of approval will be resolved by the appropriate Department/Agency upon written request of such interpretation.

The Planning Director may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until a proposed minor amendment is reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of the HMC.

INDEMNIFICATION AND HOLD HARMLESS

The Applicant, and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Hawthorne and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

The time within which and the manner in which a legal action seeking judicial review of this resolution, if not appealed to the City Council, on grounds other than failure to comply with the California Environmental Quality Act, may be filed is governed by Government Code Section 65009 and the California Code of Civil Procedures Section 1094.5 and 1094.6.

ATTACHMENT 7

Public Works Memo

Memo from…

PUBLIC WORKS

TO: **Anais Bermudez, Planning Assistant**

FROM: **Dweejal (DJ) Torado, Assistant Engineer** DJT

DATE: 9/10/2024

RE: ***Conditional Use Permit Application No. CU-2024-0007 and Design Review Application No. DR-2024-0011***

This is a review for the application to build a restaurant. The building is located at 13324 S Inglewood Ave., Hawthorne.

Based on review of the submitted plans, the conditions are as follows (box checked apply to the referenced project):

_____ Provide corner, right-of-way, for a distance of 15'

_____ Provide dimension for all driveway and all driveway approaches and width of adjacent parkway and sidewalk on all future plans.

_____ All right-of-ways/easements affecting this project and/or within project limits shall be noted on plan.

_____ Provide additional 4.5 feet right-of-way frontage for 10 feet wide along the property frontage for the purpose of sidewalk and driveway for ADA compliance.

_____ Provide Egress/Ingress easement on property for the purpose of drive aisle access at easterly and westerly adjacent properties.

_____ Legal description shall be shown on plan.

X____ Repair of cracked and/or deteriorated sidewalk, curb and gutter.

_____ Replace alley for entire frontage of property that backs to an alley.

X____ Provide tree wells and parkway trees on all streets bordering the project site.

_____ Locate all utilities within project on street, side street and/or alleyways bordering this project.

X___ Locate and indicate all traffic control devices (such as signal, stop, no parking signs, etc.) and driveways along streets adjacent to this project.

_____ Locate and indicate all streets along street striping adjacent to the project.

X___ Project shall comply with City's and State's NPDES requirements such as SWPPP and LID. Submit plans for NPDES review as soon as possible. Plan review period varies per project and may require significant changes to the proposed site plan.

X___ Project will require a Construction and Demolition Materials Report detailing all disposal, recycling and reuse activities. Final permit approval requires Submittal of this report. A deposit may also be required upon issuance of demo permit. Contact Engineering Department, 310-349-2980.

_____ Provide and install planter curb at the back of sidewalk along property frontages. Curb shall have a min. height of 6".

_____ Provide soil report w/ percolation test by a registered civil engineer.

_____ Provide hydrology study by a registered civil engineer

X___ Provide sewer study by a registered civil engineer

X___ Provide storm drain study by a registered civil engineer

Additional comments:

1. Landscape and any structure adjacent to the driveway shall not be more than 3.5' high to provide adequate sight distance.
2. All driveways shall be upgraded meeting the current ADA standards. Existing driveway/s not utilized by the proposed project shall be removed and replaced with curb, gutter, parkway and sidewalk per City's standards.
3. Provide traffic study (southbound left-turn pocket analysis, crosswalk warrant and treatment analysis, etc.) and trip generation analysis report for project.
4. ADA ramps at 133rd St. and 134th St. on Inglewood Ave. shall be reconstructed per Caltrans details.
5. Provide crosswalk at the intersection of Inglewood Ave and W 134th St with either Pedestrian Hybrid Beacons (PHBs) or Rectangular Rapid Flashing Beacons (RRFBs)
6. New landscaping is required on 134th St. parkway.
7. Verify an easement for an electrical service pole at S/E corner of lot 322.

McDonald's Hawthorne (Inglewood & 133rd) 4-5205 Traffic Impact Assessment

City of Hawthorne

4455 West 126th Street

Hawthorne, CA 90250

August 2024

Prepared By:

Kimley»Horn

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Appendix E – City of Hawthorne VMT Calculator
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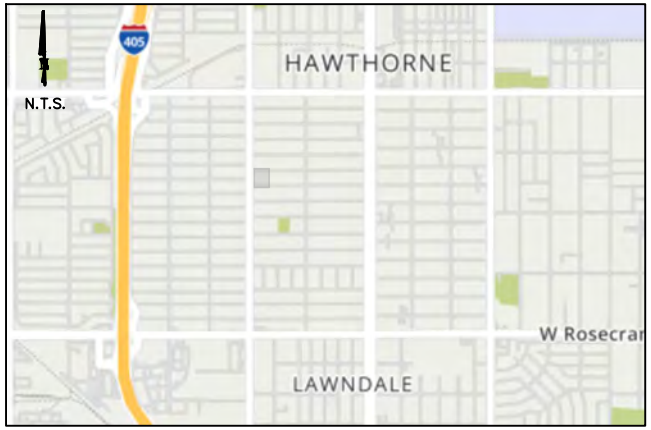
I. Introduction

Kimley-Horn and Associates, Inc. ("Kimley-Horn") was contracted by McDonalds ("Client") to prepare a traffic study for the proposed McDonalds' at 13324 South Inglewood Avenue ("Project") in the City of Hawthorne ("City"). This traffic study was prepared in accordance with the scoping agreement which outlines the methodology, requirements, and impact criteria of the traffic operational and the Vehicle Miles Traveled (VMT) analysis. The scope of work is also based on a review of the Los Angeles County Transportation Impact Analysis Guidelines (July 2020) and discussions with City Staff. The Project study scoping agreement can be found in **Appendix A**.

Project Description

The proposed Project is to consist of a 3,781 square-foot Fast Food Restaurant with a Drive-Thru on an empty site on the east side of Inglewood Avenue, between 133rd Street and 134th Street. The Project location and study area is shown in **Figure 1** and is anticipated to have an Opening Year of 2025. The proposed preliminary site plan for the proposed Project is shown in **Figure *2***. As indicated on **Figure *2***, access to the Project site will be provided via driveways on W 133rd Street, W 134th Street, and on Inglewood Avenue.

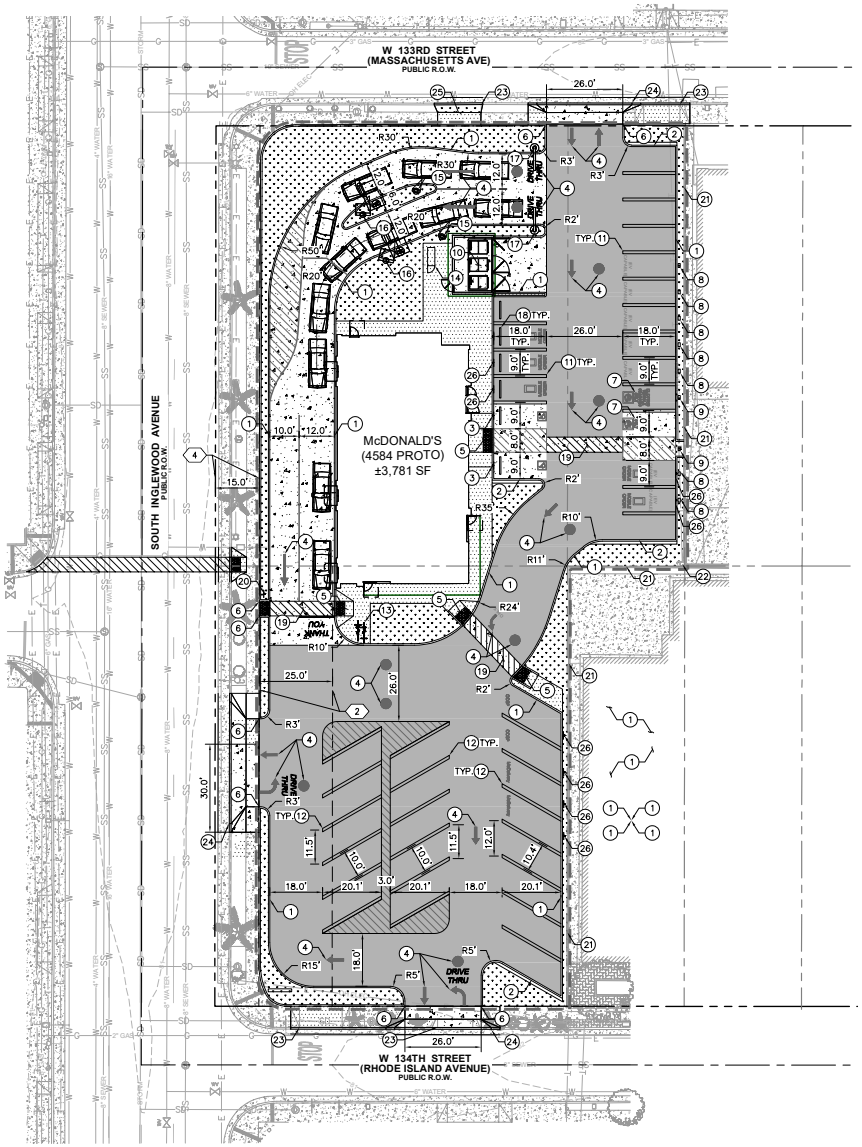


VICINITY MAP

FIGURE 1 - STUDY AREA

Kimley»Horn

FIGURE 2 - SITE PLAN



LEGEND:

- CENTER LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE / LEASE LINE
- EASEMENT LINE / SETBACK LINE
- APPROXIMATE LIMIT OF WORK LINE
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LANDSCAPE/PLANTER AREA
- HEAVY DUTY ASPHALT PAVEMENT
- DETECTABLE WARNING SYSTEM
- SIGN POST
- ACCESSIBLE PARKING SPACE
- (X) NUMBER OF PARKING SPACES

CONSTRUCTION NOTES:

1. CONCRETE CURB
2. 18" WALK-OFF CURB
3. ACCESSIBLE PARKING STALL SIGN
4. DIRECTIONAL MARKING PER PLAN
5. ACCESSIBLE RAMP WITH DETECTABLE WARNING (TRUNCATED DOMES)
6. JOIN EXISTING CURB, CURB & GUTTER, SIDEWALK.
7. "ELECTRIC VEHICLE CHARGING ONLY" IN 12" HIGH WHITE LETTERS AT THE END OF PARKING STALL
8. FUTURE E/V CHARGING STATION. CONDUIT TO BE RAN TO STALL FOR FUTURE CONNECTION
9. PROPOSED E/V CHARGING STATION.
10. COVERED TRASH ENCLOSURE AND RECYCLING BIN STORAGE
11. STANDARD 90° PARKING STALL STRIPING.
12. STANDARD 60° PARKING STALL STRIPING.
13. SHORT TERM BIKE RACK
14. LONG TERM BIKE RACK
15. PREVIEW BOARD
16. ORDER BOARD
17. HEIGHT DETECTOR POLE
18. INSTALL WHEELSTOPS FOR PARKING SPACES ADJACENT TO WALKWAYS
19. ACCESSIBLE PATH OF TRAVEL STRIPING. ACCESSIBLE PATHS SHALL BE ENHANCED PAVING.
20. ADA PATH OF TRAVEL SIGN
21. EXISTING CMU WALL TO REMAIN
22. EXISTING POWER POLE TO REMAIN
23. EXISTING DRIVEWAY TO BE REMOVED
24. PROPOSED DRIVEWAY
25. PROPOSED SIDEWALK, PARKWAY, CURB AND GUTTER TO MATCH EXISTING SURROUNDING
26. MCDONALD'S SITE SIGNAGE
27. CONCRETE CURB AND GUTTER
28. 24" X 24" JENSEN PRECAST DROP INLET WITH CATCH BASIN FILTER INSERT FOR TRASH CAPTURE.
29. 3.0' WIDE VALLEY GUTTER

TITLE REPORT EXCEPTIONS

(2) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT;

RESERVED BY:	HOPPER-MCFARLAND-DUNCAN COMPANY
PURPOSE:	PERTAINING TO THE LAYING OF WATER PIPES
RECORDING DATE:	MARCH 17, 1913
RECORDING NO:	BOOK 5379, PAGE 316, OF DEEDS
AFFECTS:	SAID LAND
AND RECORDING DATE:	JULY 29, 1915
AND RECORDING NO:	BOOK 6064, PAGE 289, OF DEEDS (AFFECTS SUBJECT PARCEL, PLOTTABLE AS SHOWN)

(4) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS CONDEMNED BY AN INSTRUMENT, ENTITLED: FINAL ORDER OF CONDEMNATION

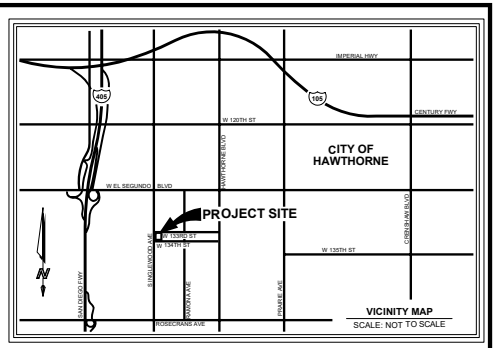
COURT:	SUPERIOR COURT OF THE STATE OF CALIFORNIA
CAUSE NO.:	671543
IN FAVOR OF:	COUNTY OF LOS ANGELES
PURPOSE:	PUBLIC ROAD AND HIGHWAY
RECORDING DATE:	JULY 10, 1958
RECORDING NO:	1958-3356, IN BOOK M65, PAGE 133, OF OFFICIAL RECORDS
AFFECTS:	SAID LAND (AFFECTS SUBJECT PARCEL, PLOTTABLE AS SHOWN)

LEGAL DESCRIPTION

SUBJECT PARCEL: APN: 4042-011-024 AND 4042-011-026

LOTS 260, 322 AND 323 OF INGLEDALE ACRES, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 20, PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY MOBILE/MANUFACTURED HOMES LOCATED THEREON.



SITE DATA

PROJECT DESCRIPTION:	DEMOLITION OF EXISTING CONCRETE PADS AND WALLS. NEW CONSTRUCTION OF A MCDONALD'S DRIVE THRU RESTAURANT AND PARKING LOT.		
ADDRESS:	13314 S INGLEWOOD AVE, HAWTHORNE, CA 90250		
APN:	4042-011-024 AND 4042-011-026		
ZONING DISTRICT:	C-3 GENERAL COMMERCIAL (EXISTING & PROPOSED)		
ADJACENT ZONING DISTRICTS:	N: C-3 GENERAL COMMERCIAL E: R-3 HIGH DENSITY RESIDENTIAL S: C-3 GENERAL COMMERCIAL		
LAND USE:	RESIDENTIAL		
ADJACENT LAND USE:	N: COMMERCIAL E: RESIDENTIAL S: COMMERCIAL		
FLOOD ZONE:	ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.02% ANNUAL CHANCE FLOODPLAIN PER MAP NO. 06037C1790F EFFECTIVE 9/26/2008		
TOTAL DISTURBED AREA:	38,298 S.F.	(0.88 AC)	
TOTAL PAD AREA:	3,781 S.F.	(0.09 AC)	
TOTAL LOT AREA:	42,020 S.F.	(0.96 AC)	
LOT COVERAGE			
TOTAL SITE AREA:	38,298 S.F.	(0.88 AC)	100%
BUILDING AREA:	3,781 S.F.	(0.09 AC)	9.9%
IMPERVIOUS AREA:	29,274 S.F.	(0.67 AC)	76.4%
LANDSCAPE AREA:	5,215 S.F.	(0.12 AC)	13.7%
PARKING/LANDSCAPE BUFFER			
FRONT:	0.0'		
REAR:	0.0'		
SIDE (N):	0.0'		
SIDE (S):	0.0'		
PARKING SUMMARY:	MCDONALD'S: 3,781 S.F. (1 STALL/100 S.F.) = 38 STALLS REQUIRED PER CITY CODE		

- ADA PARKING FOR 26-50 PARKING STALLS = 2 ADA PARKING STALLS REQUIRED, PER 2016 CBC.
- FUTURE EV FOR 26-50 PARKING STALLS = 8 FUTURE EV STALLS REQUIRED PER 2016 CALGREEN
  1 FUTURE EV STALL MUST BE VAN ACCESSIBLE.

TOTAL NUMBER OF PARKING SPACES PROVIDED = 38

PARKING TABLE:	REQUIRED	PROVIDED	
STANDARD	28	28	
COMPACT (C)	–	–	
MOTORCYCLE	–	–	
EV CHARGING	8	8	(INCLUDING EV READY)
EV READY	2	2	
ACCESSIBLE	2	2	
TOTAL:	38	38	

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SCALE
1" = 20'
WHEN PRINTED AT FULL SIZE (24"X36")

811 Know what's below. Call before you dig.

ISSUE	DATE	DESCRIPTION

XXX
DRAWN BY
XX
CHECKED BY
XXX
RECOMMENDED

ENGINEERS SEAL

Kimley»Horn
XXXXXXX
XXXXXX, XX 9XXXX
(XXX)-XXX-XXX
PREPARED UNDER THE DIRECT SUPERVISION OF:
NAME, R.C.E. NO. ####
DATE:
EXP. ####

CITY OF CITY
APPROVED BY:
CITY ENGINEER
RCE #_____ EXP _____
DATE

McDonald's USA, LLC
XXXXXX STREET
CITY, STATE, ZIP CODE

CITY OF CITY
PRELIMINARY SITE PLAN

C1.0

Drawing name: K:\ORA_LDEV\McDonalds\194015042 – Hawthorne (4-5205)\CADD\Exhibits\Entitlement Package\C1.0 – Preliminary Site Plan.dwg C1.0 – Preliminary Site Plan Jul 29, 2024 12:54pm by: jenny.sheng
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Missing or invalid reference
File: C:\Users\Nandini.smith\Desktop\20230227084556342.pdf
Sheet: 1

II. Methodology

The Project study area, analysis scenarios, and analysis methodology were established in consultation with City of Hawthorne staff through a scoping letter agreement which was approved on June 27, 2024. The approved scoping letter is incorporated as a reference in **Appendix A.**

Study Area

Based on discussion with the City and review of the Project area, site, and access points, key intersections in the proximity of the Project site were identified for analysis. The study area included the following intersections shown in **Table 1**:

Table 1: Project Study Intersections

#	Intersection	Jurisdiction	Signalized
1	Inglewood Ave & W 132nd Street	Hawthorne	Yes
2	Inglewood Ave & W 133rd Street	Hawthorne	No
3	Inglewood Ave & 134th Street	Hawthorne	No
4	Inglewood Ave & 135th Street (E)	Hawthorne	Yes
	Inglewood Ave & 135th Street (W)	Hawthorne	Yes

Three full-access driveways are proposed for the site; one driveway is proposed on Inglewood Avenue, one driveway on 133rd Street and one driveway on 134th Street per the site plan (**Figure 2**). A map depicting the study intersections is shown in **Figure 1.**

Analysis Scenarios

This traffic analysis provides an evaluation of weekday morning and evening peak hour operations for the following scenarios:

- Existing Year (2024) conditions
- Existing Year (2024) with Project conditions
- Cumulative without Project (2035) conditions
- Cumulative with Project (2035) conditions

Each study scenario will include weekday morning (AM) peak hour and weekday evening (PM) peak hour analysis.

Study Methodology and Analysis Criteria

Senate Bill 743 (SB 743), approved in 2013, mandated a change in the way transportation impacts are determined according to the California Environmental Quality Act (CEQA). The Governor's Office of Planning and Research (OPR) directed the use of VMT as the replacement for automobile delay-based level of service (LOS) for purposes of determining a significant transportation impact under CEQA. Although traffic delay is no longer considered a significant impact, cities can still use LOS to inform local analysis, such as traffic operations and traffic signal timing needs. Hence, the LOS analysis will be performed for the traffic operational assessment of the study intersections. A separate VMT analysis is included later in this report as part of the Project.

This traffic analysis focuses on the study intersections near the Project site during the weekday morning (AM) and evening (PM) peak hours. Level of service (LOS) analysis will be conducted for peak hour

intersection operations at signalized and unsignalized intersections using the methods prescribed in the Highway Capacity Manual (HCM) 7th Edition. The traffic analysis will be conducted using the latest version of the Synchro Software and the definitions for each level of service can be seen below in **Table 2**.

Table 2: Intersection Level of Service Definitions

LOS	Intersection	Signalized Intersection Control Delay (seconds/vehicle)	Unsignalized Intersection Control Delay (seconds/vehicle)
A	Excellent operation. All approaches to the intersection appear quite open, turning movements are easy and nearly all drivers find freedom of operation.	≤10	≤10
B	Very good operation. Many drivers begin to feel somewhat restricted within platoons of vehicles. This represents stable flow. An approach to an intersection may occasionally be fully utilized and traffic queues start to form.	>10 and ≤20	>10 and ≤15
C	Good operation. Occasionally backups may develop behind turning vehicles. Most drivers feel somewhat restricted.	>20 and ≤35	>15 and ≤25
D	Fair operation. There are no long-standing traffic queues. This level is typically associated with design practice for peak periods.	>35 and ≤55	>25 and ≤35
E	Poor operation. Some long-standing vehicular queues develop on critical approaches.	>55 and ≤80	>35 and ≤50
F	Forced flow. Represents jammed conditions. Backups from locations downstream or on the cross street may restrict or prevent movements of vehicles out of the intersection approach lanes; therefore, volumes carried are not predictable. Potential for stop-and-go type traffic flow.	>80	>50 or v/c > 1

Source: Highway Capacity Manual, 7th Edition

For intersections within the City, LOS D or better will be considered as acceptable. If Project traffic causes operations at an intersection to go from acceptable (LOS D or better) to unacceptable (LOS E or F), the Project would have a significant project-related impact at the intersection. If the intersection is currently operating at an unacceptable LOS (LOS E or F) without Project traffic, it is assumed that there would be no impact to the intersection.

Existing Conditions

The roadway system in the study area is comprised of a network of arterials, collector streets, and local streets. A brief description of each roadway within the study area is provided below.

Existing Street System

The key roadways in the vicinity of the Project Site and study area are:

- **Inglewood Avenue** – Inglewood Avenue is classified as a Major Arterial in the City of Hawthorne. Oriented in the north-south direction, it is located along the west side of the Project Site. It has four travel lanes in the study area, two lanes in each direction. On-street parking is provided on both sides of the road along Inglewood Avenue within the study area.

- **W 132nd Street** – West 132nd Street is classified as a Local Street in the City of Hawthorne. Oriented in the east-west direction, it is located along the northside of the Project Site. It has 2 travel lanes in the study area, one lane in each direction. On-street parking is provided on both sides of the road along 132nd Street within the study area to provide parking for the residents.

- **W 133rd Street** – West 133rd Street is classified as a Local Street in the City of Hawthorne. Oriented in the east-west direction, it is located along the northside of the Project Site. It has 2 travel lanes in the study area, one lane in each direction. On-street parking is provided on both side of the road along 133rd Street within the study area to provide parking for the residents.

- **W 134th Street** – West 134th Street is classified as a Local Street in the City of Hawthorne. Oriented in the east-west direction, it is located along the southside of the Project Site. It has 2 travel lanes in the study area, one lane in each direction. On-street parking is provided on both side of the road along 134th Street within the study area to provide parking for the residents.

- **W 135th Street** – West 135th Street is classified as a Collector Street in the City of Hawthorne. Oriented in the east-west direction, it is located along the southside of the Project Site. It has 2 travel lanes in the study area, one lane in each direction. On-street parking is provided on both side of the road along 135th Street within the study area to provide parking for the residents.

Existing (2024) Traffic Volumes

Weekday morning (7-9 AM) and evening (4-6 PM) peak period intersection turning movement counts were collected at the four (4) study intersections on July 9, 2024. A seasonal adjustment was applied to the traffic data to account for the summer season when schools are out of session. The seasonal adjustment factor was calculated using historical traffic data from Replica[1] by comparing volumes from Summer 2021 and Fall 2021. **Table 3** below compares the traffic volumes during the 2021 seasons and calculates the percent increase. A seasonal adjustment factor of 14.4% was applied to all existing traffic volumes.

Table 3: 2021 Seasonal Traffic Volumes

Volume		Location	Volume Change	Seasonal Factor (Percent Increase)
Summer 2021	Fall 2021			
22,200	25,400	Inglewood Ave	3,200	14.4%

Roadway Average Daily Traffic (ADT) counts were collected on Inglewood Avenue between 133rd Street and 134th Street on the same day as the intersection counts. The 24-hour ADT counts include lane utilization along Inglewood Avenue.

The existing intersection lane configurations and control type are shown in **Figure 3**. The existing AM and PM peak hour turning movement volumes with the seasonal adjustment factor are shown in **Figure 4. Appendix B** contains the intersection traffic count and ADT count sheets.

Existing (2024) Operations

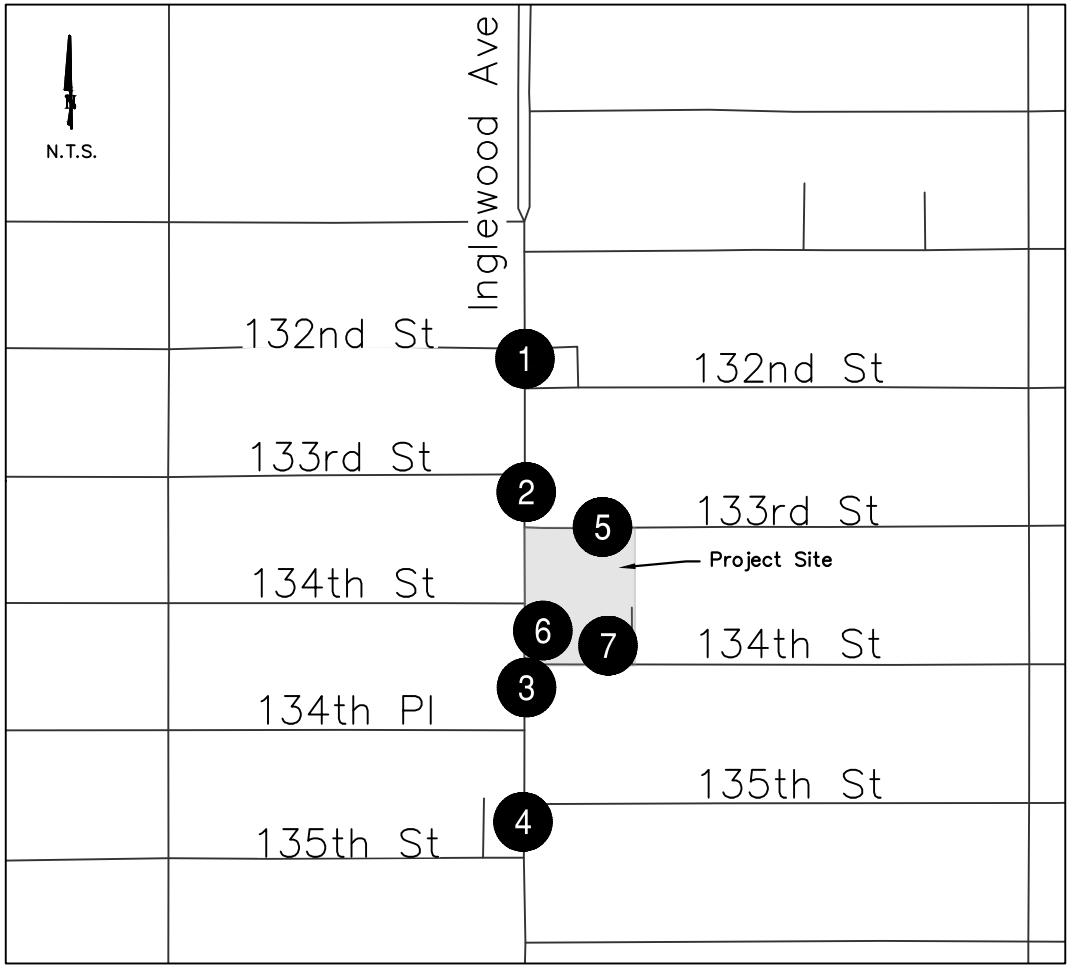
Intersection level of service analysis was conducted for the weekday morning (AM) and evening (PM) peak hours using HCM methodology as previously described in this report**. Table 4** summarizes the projected delay and LOS at the signalized and unsignalized study intersections. For TWSC intersections, the worst stop-controlled approach lane group control delay is reported.

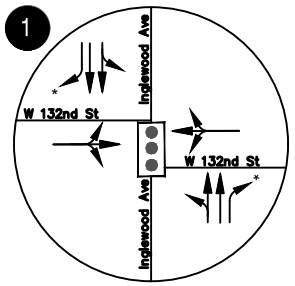
Table 4: Existing (2024) Intersection Level of Service

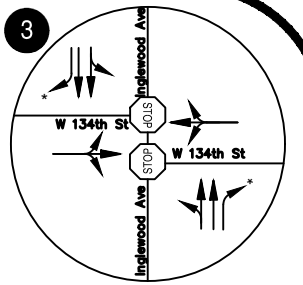
No.	Intersection	Control Type	AM Peak Hour		PM Peak Hour	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS
1	Inglewood Ave & 132nd Street	Signalized	11.70	B	13.90	B
2	Inglewood Ave & 133rd Street	TWSC	14.02	B	37.61	E
3	Inglewood Ave & 134th Street	TWSC	14.79	B	29.38	D
4	Inglewood Ave & 135th Street (E)	Signalized	11.60	B	5.50	A
	Inglewood Ave & 135th Street (W)	Signalized	10.20	B	81.60	F

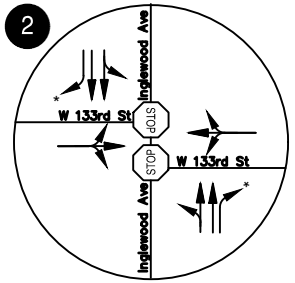
[1] https://studio.replicahq.com/

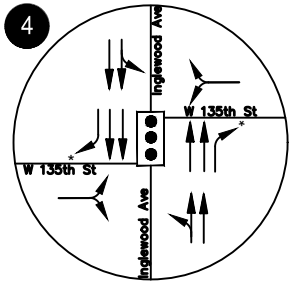
As shown in **Table 4** above, most intersections within the Study area are operating at an acceptable LOS (D or better). However, the intersection of Inglewood Ave and 135th Street (W) is operating at an LOS F during the existing PM peak hour. The detailed intersection analysis LOS worksheets for all conditions are shown in **Appendix C.**

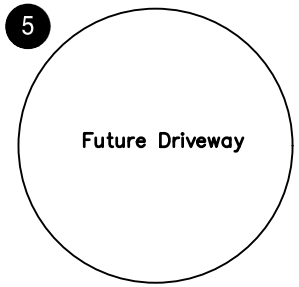


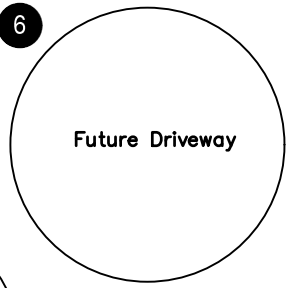


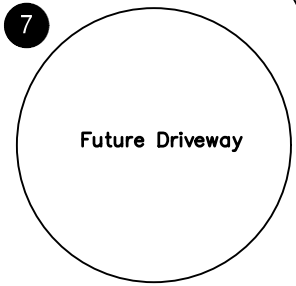












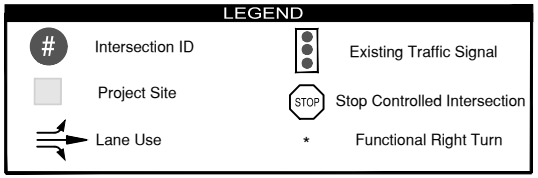


FIGURE 3 - EXISTING INTERSECTION LANE CONFIGURATION

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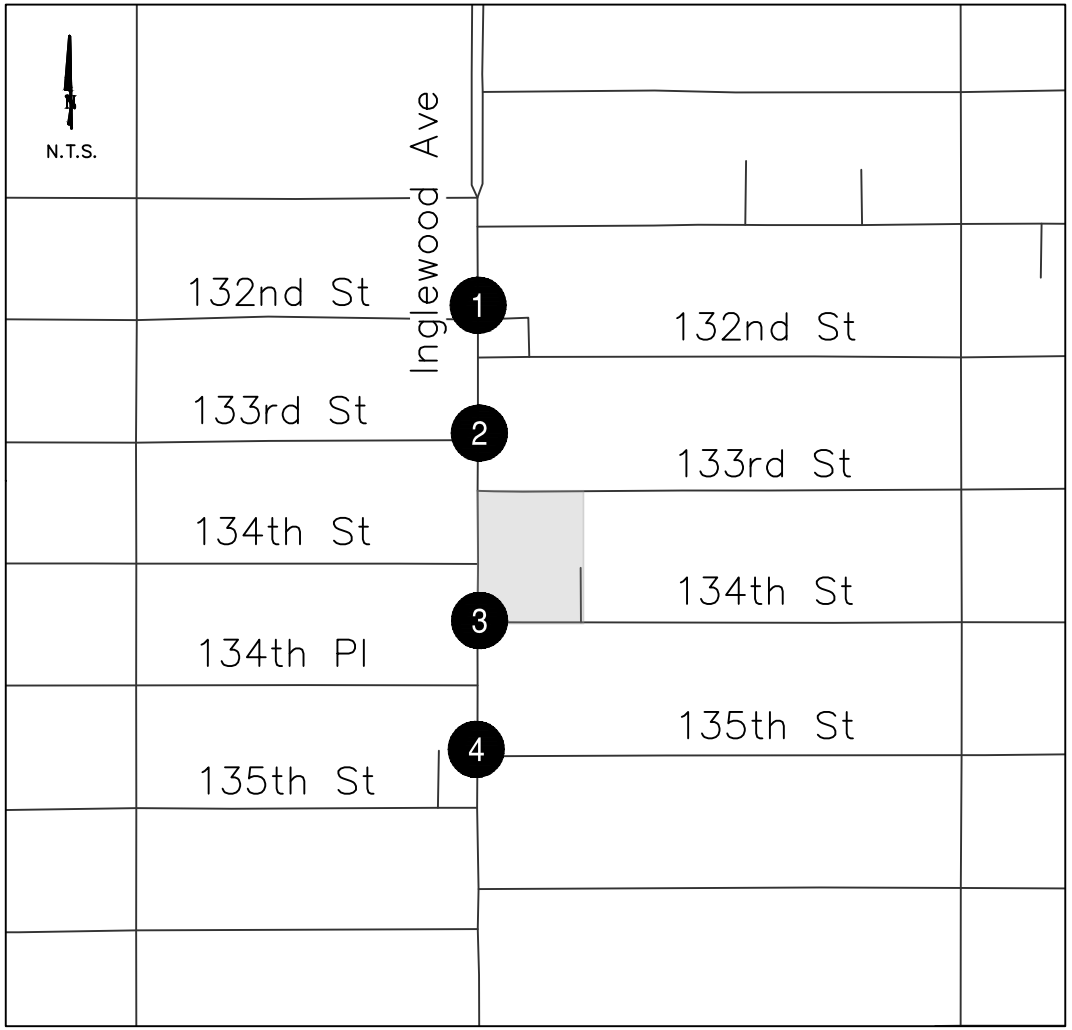

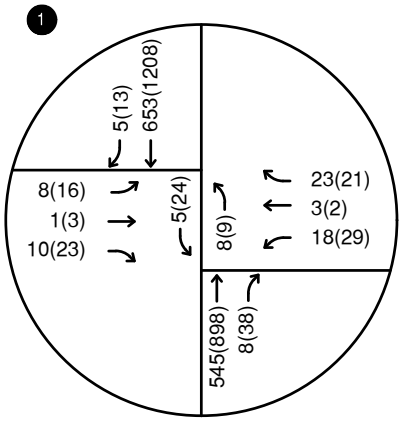

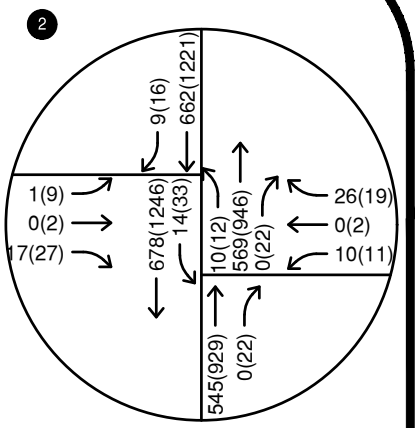

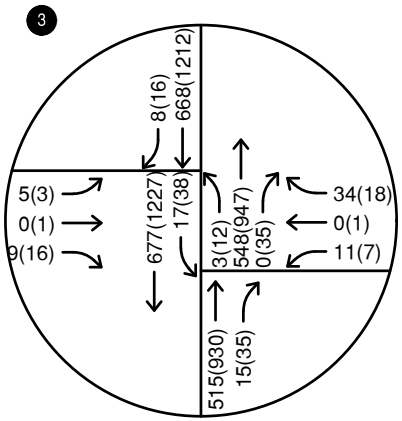

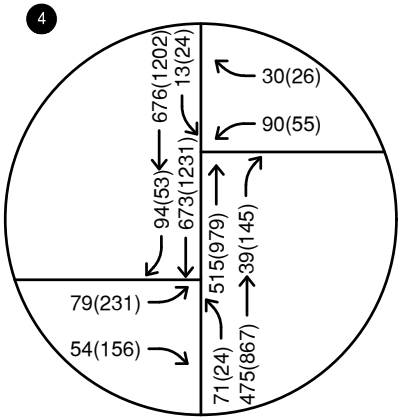

LEGEND

#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 4 - EXISTING (2024) INTERSECTION AM & PM PEAK HOUR VOLUMES

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III. Cumulative (2035) Conditions Without Project

Volume Development and Ambient (2035) Growth

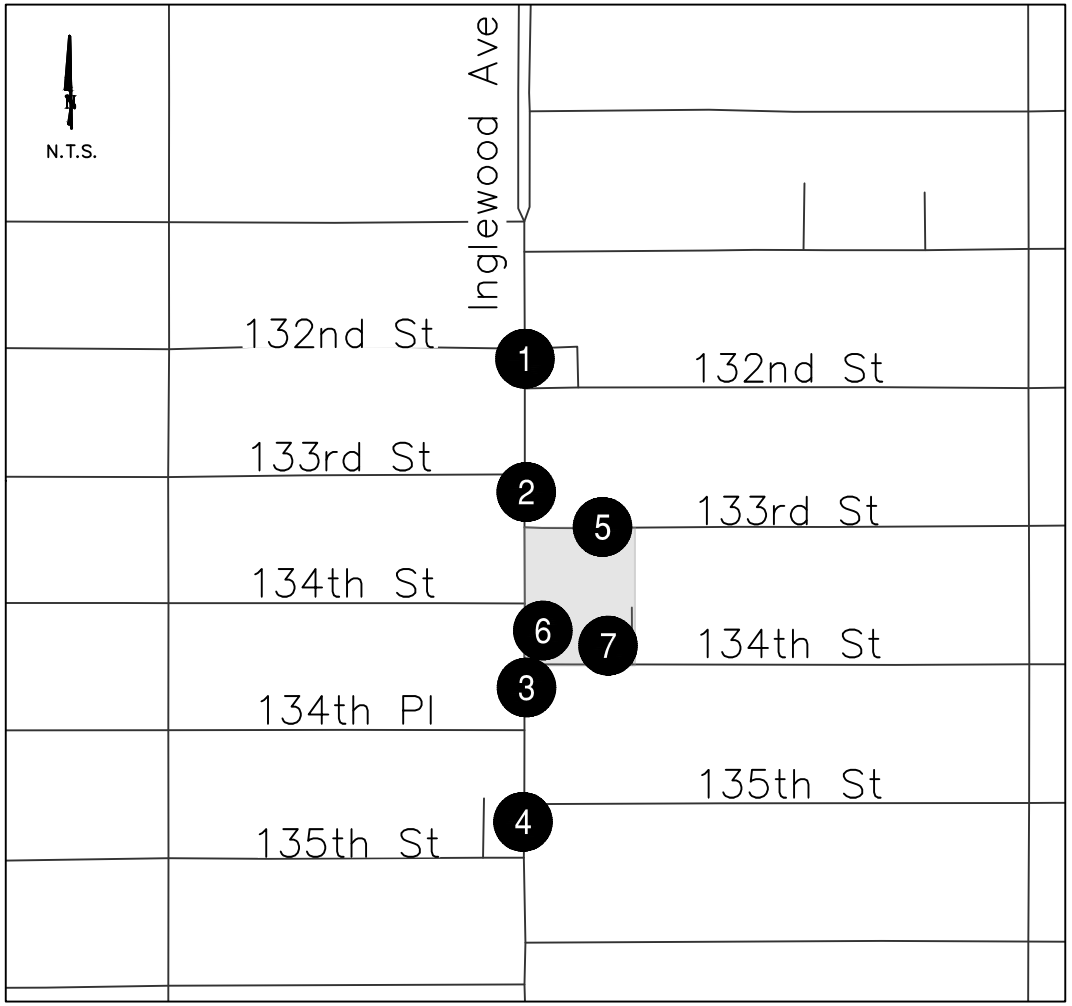
Future volumes were determined by applying an ambient growth factor to the existing 2024 traffic volumes. An annual growth factor of 0.2% was used based on City of Hawthorne population data provided by the Southern California Association of Governments' (SCAG) *Demographics and Growth Forecast* technical report adopted on September 3, 2020.

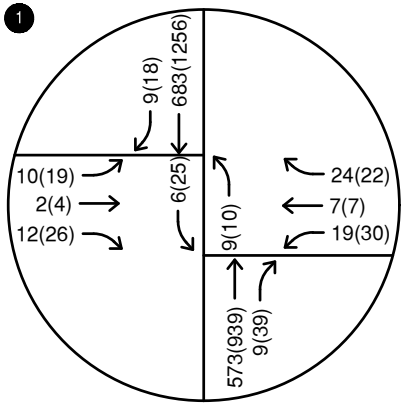
Cumulative Project Trip Generation

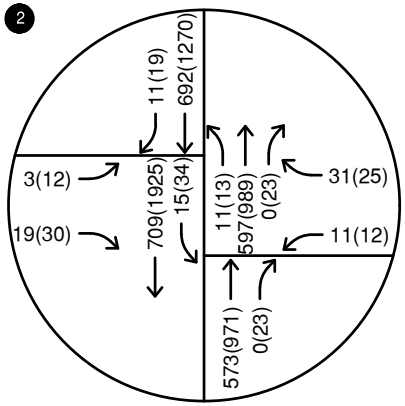
In addition to ambient growth, traffic volumes from cumulative projects (approved or pending projects expected to be built by the year 2035 within ½ mile of the proposed Project Site) were added to the study intersections to simulate future traffic conditions with expected new development in the area. The list of related projects was provided by LA County in an email on July 25th, 2024. The City of Hawthorne did not have any approved or pending projects within ½ mile of the Project site. **Appendix D** lists the cumulative projects and total trip generation that was assigned to the Project study intersections. The cumulative projects' traffic volumes were added to both the cumulative with and without project scenarios as part of this analysis. As shown in **Appendix D,** the cumulative projects in the area are expected to generate 1,234 daily trips, 91 during the AM peak hour, and 122 during the PM peak hour.

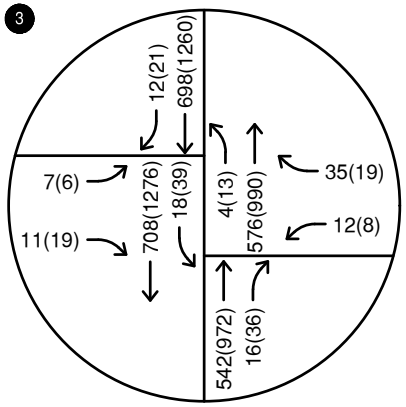
Cumulative (2035) Operations

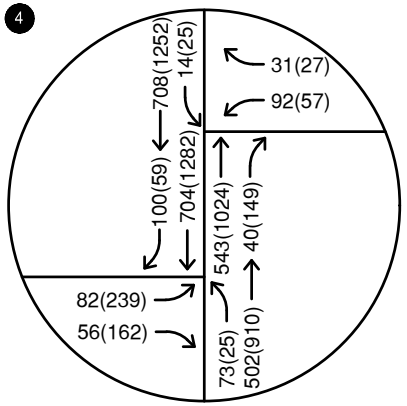
Intersection LOS analysis for the future horizon year was conducted for the weekday morning and evening peak hours using the HCM methodology. The resulting Project AM peak and PM peak traffic volumes are shown in **Figure 5**.











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#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 5 - FUTURE YEAR (2035) INTERSECTION AM & PM PEAK HOUR VOLUMES

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Table 5 below summarizes the projected LOS at the signalized study intersections for the future horizon year conditions without the planned McDonalds.

Table 5: Cumulative (2035) Level of Service

No.	Intersection	Control Type	AM Peak Hour		PM Peak Hour	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS
1	Inglewood Ave & 132nd Street	Signalized	11.60	B	13.60	B
2	Inglewood Ave & 133rd Street	TWSC	14.17	B	44.01	E
3	Inglewood Ave & 134th Street	TWSC	15.92	C	33.79	D
4	Inglewood Ave & 135th Street (E)	Signalized	8.10	A	4.10	A
	Inglewood Ave & 135th Street (W)	Signalized	7.10	A	27.00	C

As shown in **Table 5** above, all intersections within the Study area are operating at an acceptable LOS (D/E or better). The improvement in LOS from Existing conditions to Cumulative conditions is because of the peak hour factor (PHF). The PHFs that were calculated from the counts were, approximately 0.6, which is considerably lower than the 0.92 default for future analysis. The detailed intersection analysis LOS worksheets for all conditions are shown in **Appendix C**.

IV. Proposed Project Conditions

Project Traffic

The first step in analyzing the traffic conditions with the Project is to estimate the number of new trips expected to be generated by the proposed Project. Trip generation estimates for the Project are based on daily and peak hour trip generation rates obtained from the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (11th Edition). **Table 6** summarizes trip generation estimates for the Project and lists the specific land use for the Project.

Table 6: Net Project Trip Generation

Land Use	Units	Amount	AM Peak Hour			PM Peak Hour			ADT[1]
			In	Out	Total	In	Out	Total	
Proposed Project Trips									
Fast-Food Restaurant w/ Drive-thru (ITE Code: 934)	KSF	3.781	86	83	169	65	60	125	1768
Pass-by Trips (52.5% Daily,50% AM, 55% PM)			-43	-42	-85	-36	-33	-69	-928
Total Trip Generation			**43**	**41**	**84**	**29**	**27**	**56**	**840**
Trip Generation Rates									
Fast-Food Restaurant w/ Drive-thru	KSF		22.71	21.859	44.61	17.176	15.854	33.03	467.48

[1]*ADT=Average Daily Traffic, the daily trips generated by a site, in vehicles.*

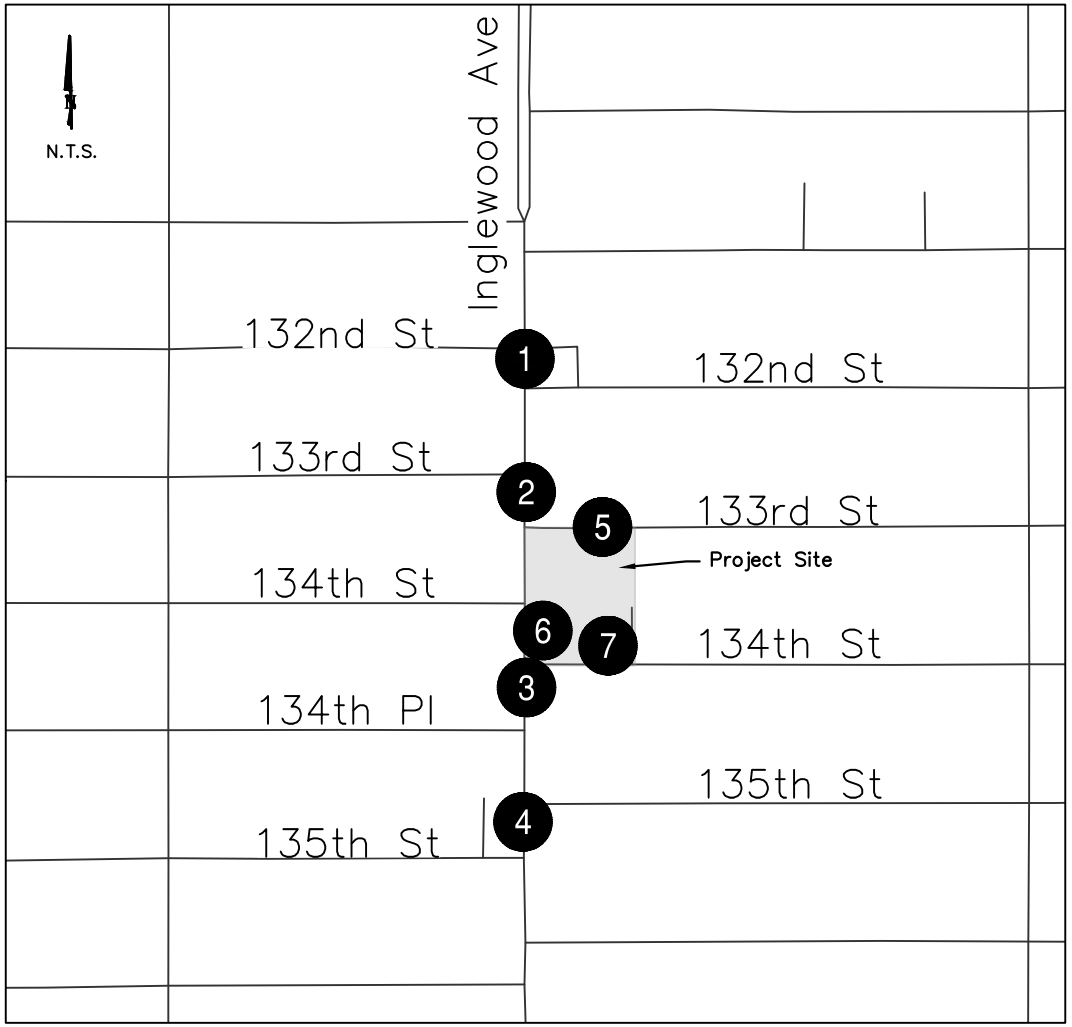
Since the Project is a fast food restaurant with drive-thru, a trip reduction was applied to account for the pass-by trips for the commercial (restaurant) land use component of the Project. A pass-by trip is when a driver makes a stop on the way to their primary destination without changing their route. The driver is already on the road and is attracted to the site by passing it on an adjacent street. The pass-by trip reduction was calculated using ITE guidelines. Based on **Table 6** shown above, the proposed Project is anticipated to generate 840 net daily trips, 84 weekday AM peak hour trips, and 56 weekday PM peak hour trips.

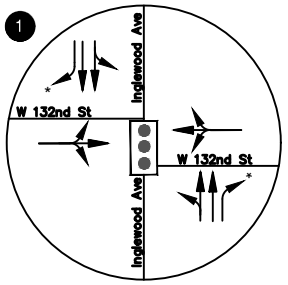
Project Trip Distribution and Assignment

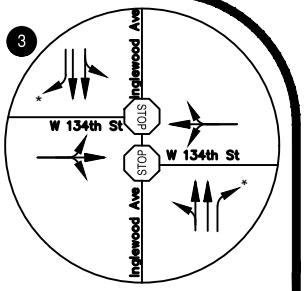
Trip distribution patterns were developed to assign the Project trips across the roadway network within the study area. **Figure 6** shows the new Project driveways and lane configurations. **Figure 7** shows the trip distribution percentages at each of the study intersections and **Figure 8** shows the corresponding Project trips at the intersections.

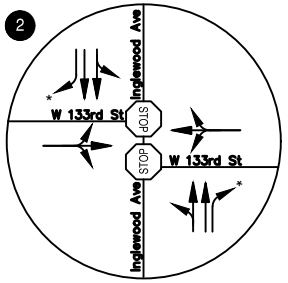
Existing (2024) With Project Operations

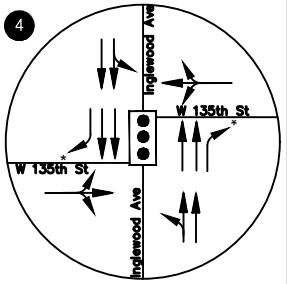
Existing (2024) with Project conditions add the Project traffic shown in **Table 6** to the existing conditions to identify potential traffic impacts associated with the proposed Project. The resulting existing with project AM peak and PM peak traffic volumes are shown in **Figure 9 . Table 7** summarizes the projected delay and LOS at the signalized and unsignalized study intersections and compares it to without Project existing conditions to assess any significant traffic impacts of the Project. The intersection analysis worksheets are provided in **Appendix C.**

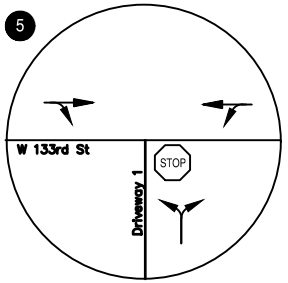


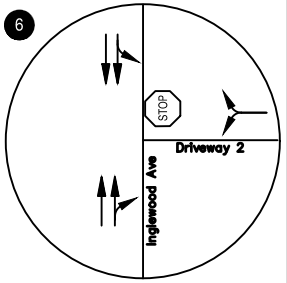


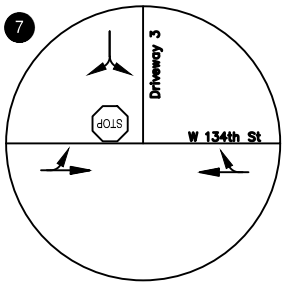












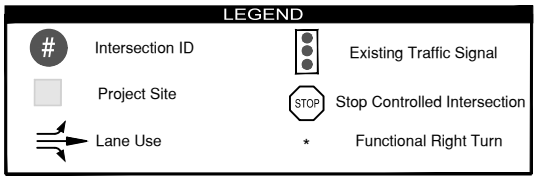


FIGURE 6 - WITH PROJECT LANE CONFIGURATIONS

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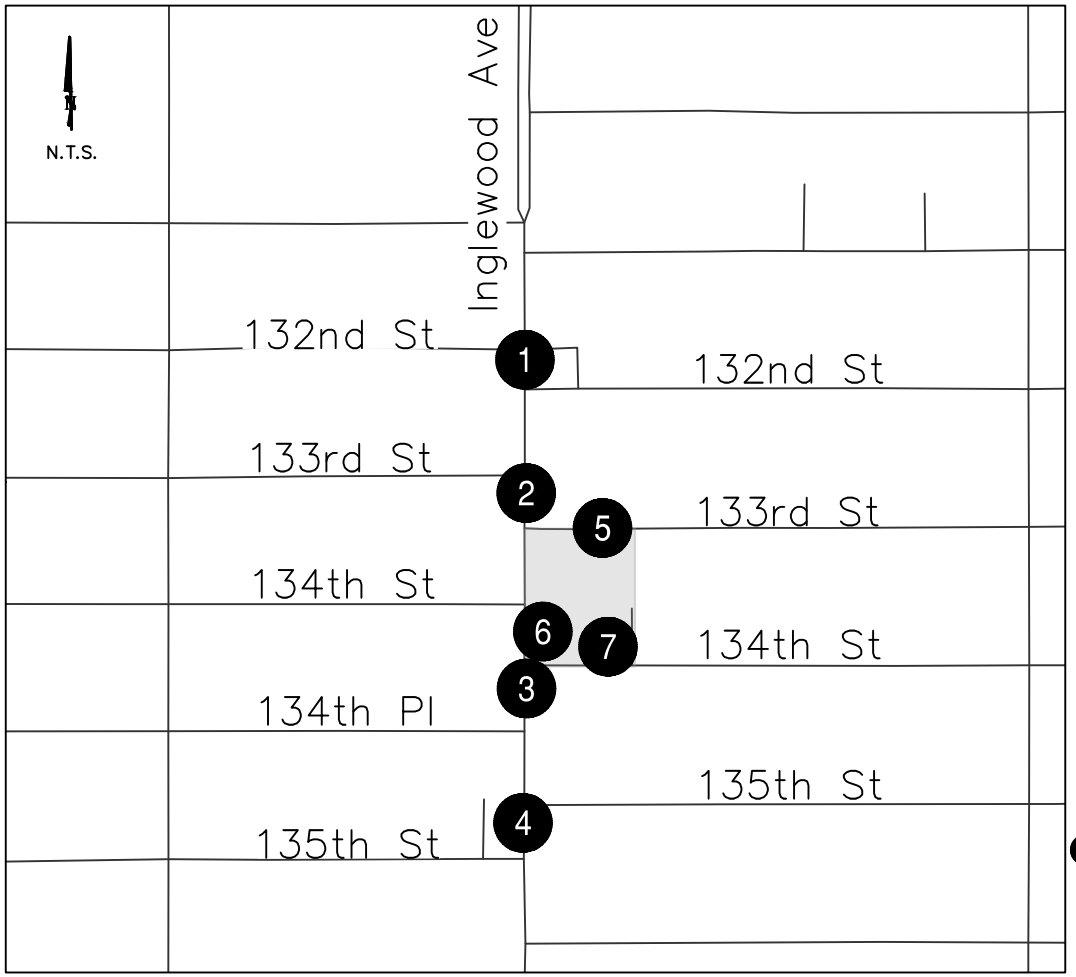
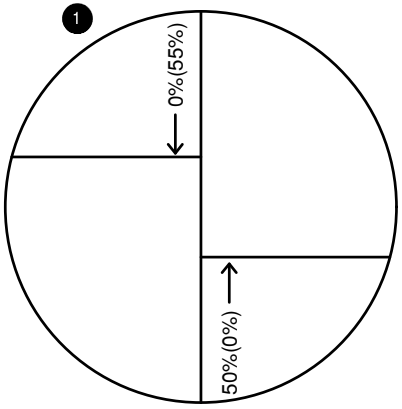
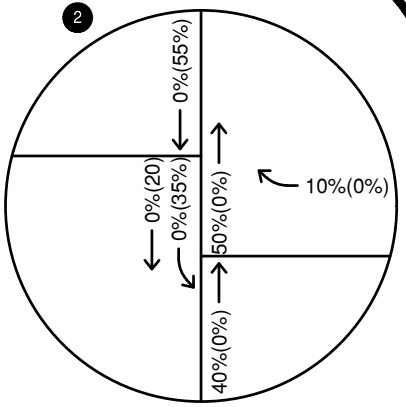
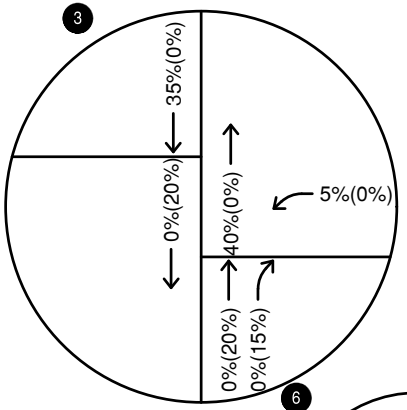
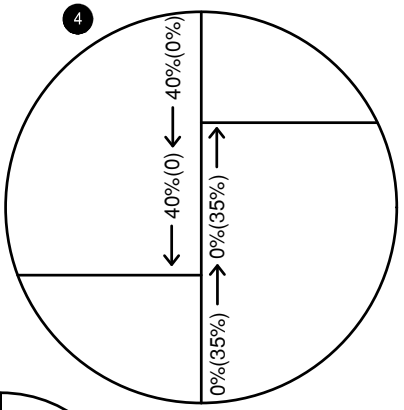
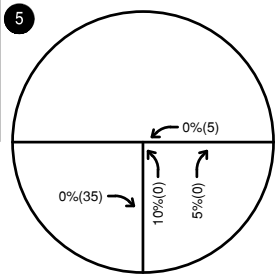


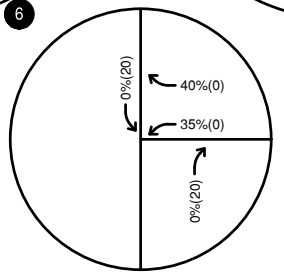


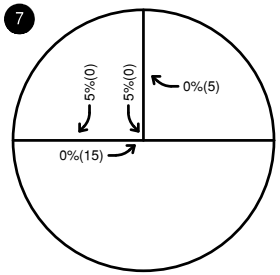










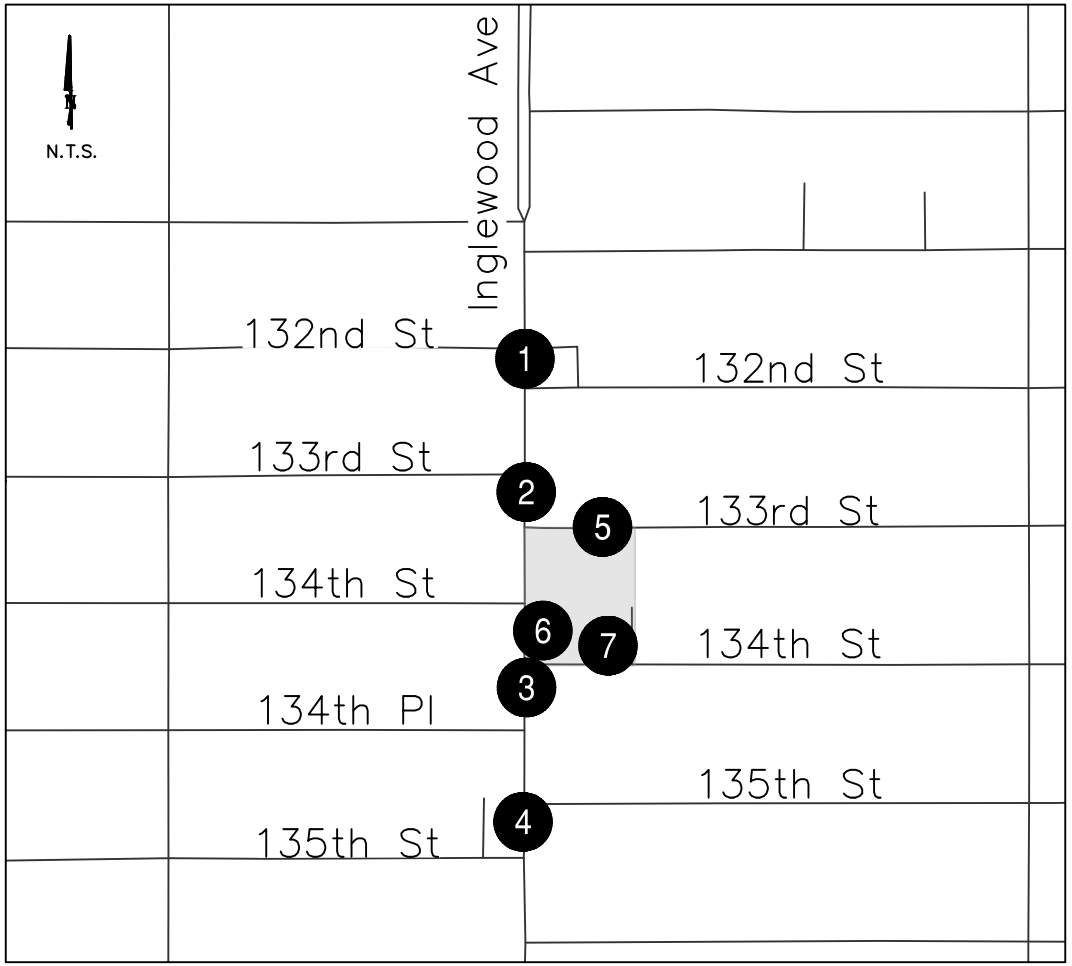


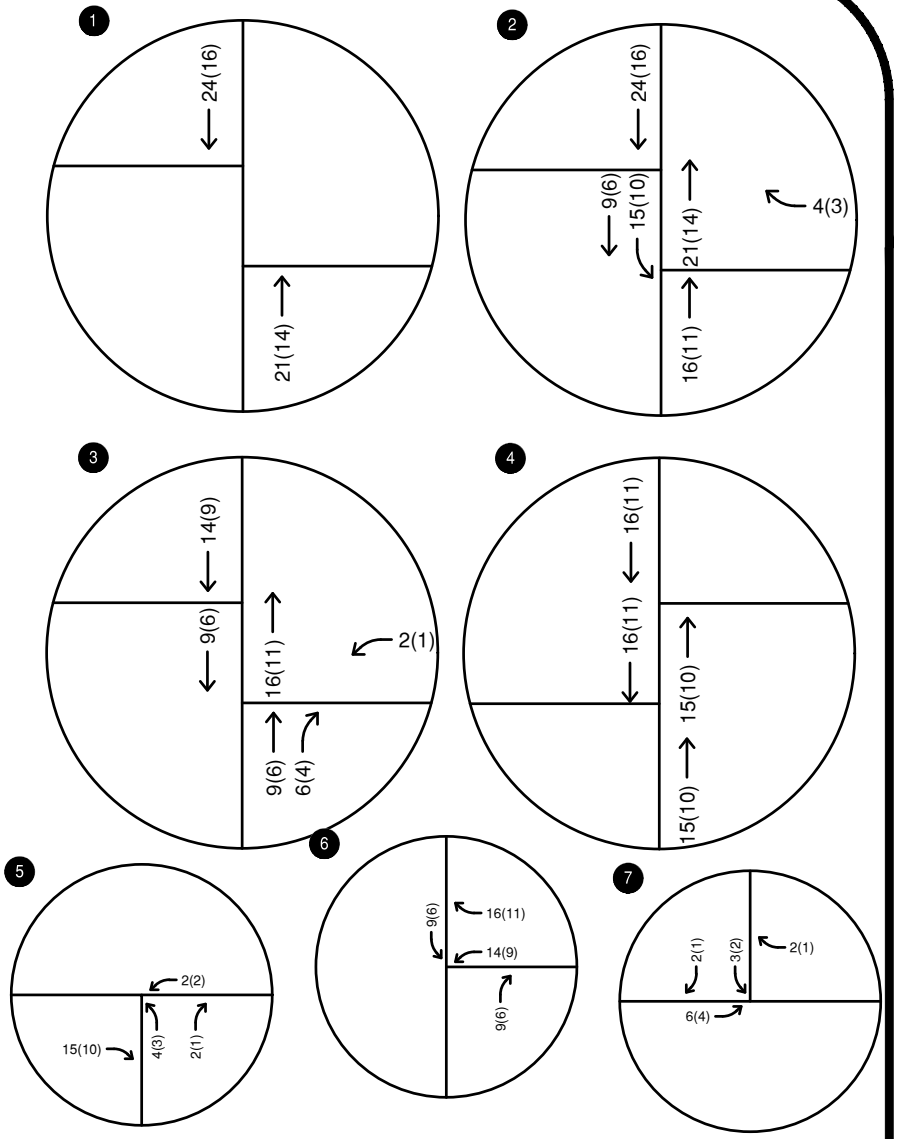
LEGEND

#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 7 - PROJECT TRIP DISTRIBUTION

Kimley»Horn





LEGEND	
#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 8 - PROJECT TRIPS

Kimley»Horn

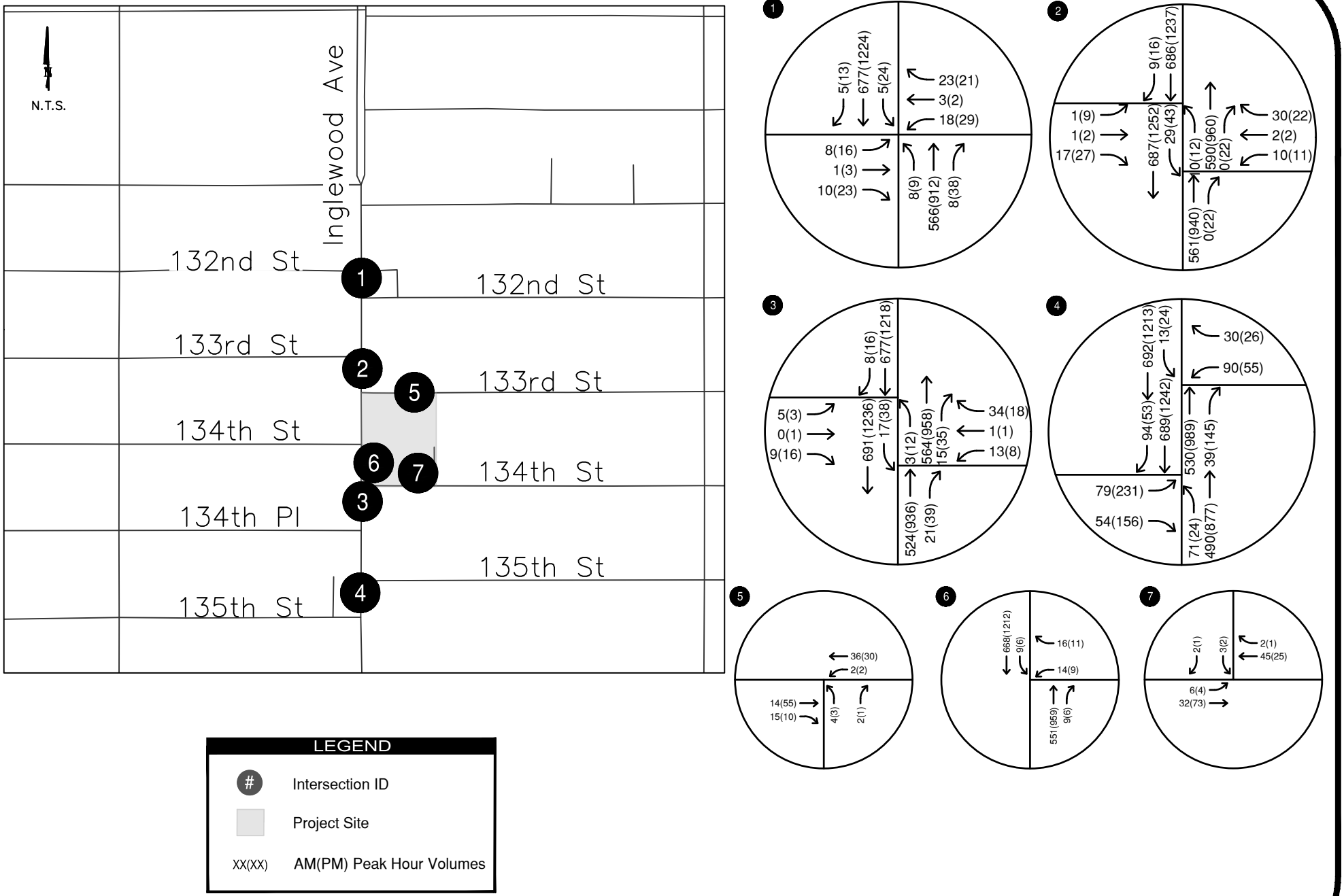


FIGURE 9 - EXISTING (2024) WITH PROJECT INTERSECTION AM & PM PEAK HOUR VOLUMES

Kimley»Horn

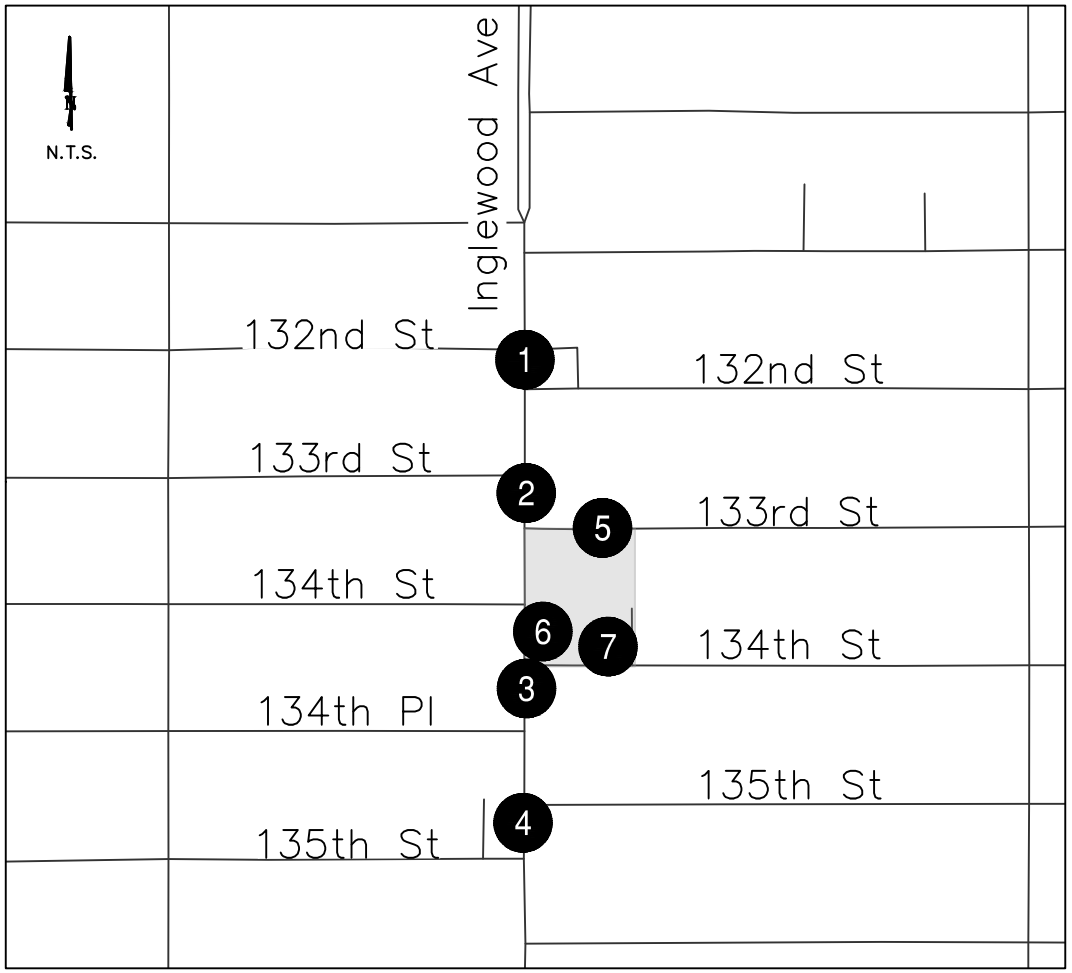
Table 7: Intersection LOS Comparison – Existing (2024) Without Project vs With Project

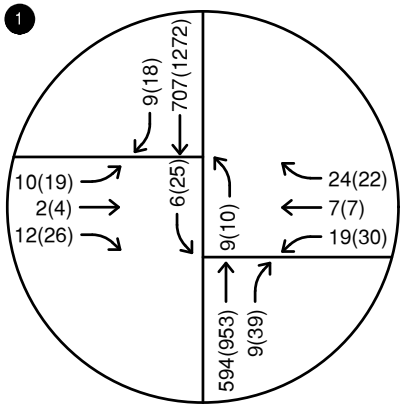
No.	Intersection	AM Peak Hour						PM Peak Hour					
		Existing		Existing with Project		Change In Delay	Project Related Effect?	Existing		Existing with Project		Change in Delay	Project Related Effect?
		Delay (s/veh)	LOS	Delay (s/veh)	LOS			Delay (s/veh)	LOS	Delay (s/veh)	LOS		
1	Inglewood Ave & 132nd Street	11.70	B	11.80	B	0.10	No	13.90	B	14.00	B	0.10	No
2	Inglewood Ave & 133rd Street	14.02	B	14.40	B	0.38	No	37.61	E	39.10	E	1.49	No
3	Inglewood Ave & 134th Street	14.79	B	14.99	B	0.20	No	29.38	D	32.06	D	2.68	No
4	Inglewood Ave & 135th Street (E)	11.60	B	11.50	B	-0.10	No	5.50	A	5.50	A	0.00	No
	Inglewood Ave & 135th Street (W)	10.20	B	10.10	B	-0.10	No	81.60	F	80.90	F	-0.70	No
5	Project Driveway 1 – 133rd Street	-	-	8.73	A	8.73	No	-	-	8.94	A	8.94	No
6	Project Driveway 2 – Inglewood Ave	-	-	15.67	C	15.67	No	-	-	33.50	D	33.50	No
7	Project Driveway 3 – 134th Street	-	-	8.84	A	8.84	No	-	-	8.89	A	8.89	No

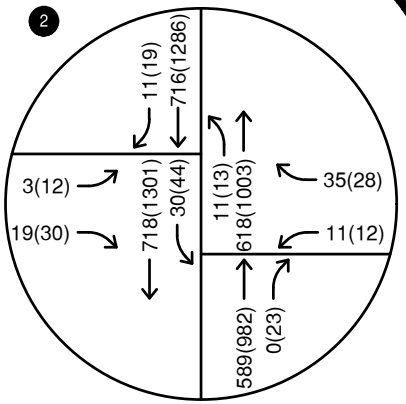
As shown in **Table 7** above, most intersections within the study area are projected to operate at an acceptable LOS (D/E or better) except for the intersection of Inglewood and 135th Street (W), which operates at an LOS F during the PM peak hour. However, the proposed Project is not anticipated to result in any significant impacts under existing with Project conditions since the intersection was already operating at LOS F in the existing condition. The detailed Synchro worksheets for all conditions are shown in **Appendix C**.

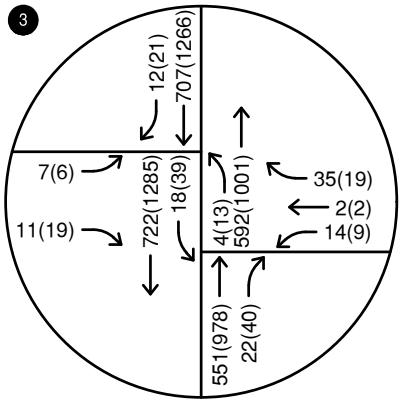
Cumulative (2035) With Project Operations

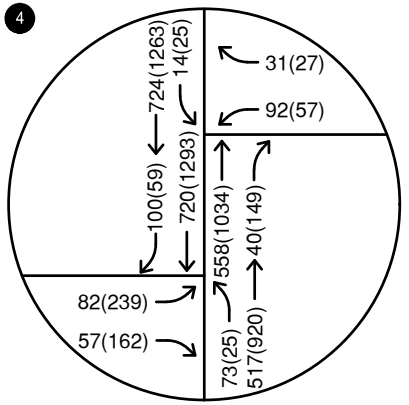
Cumulative (2035) with Project conditions add the Project traffic shown in **Table 6** to the cumulative without Project conditions to identify potential traffic impacts associated with the proposed Project. The resulting Cumulative with Project AM peak and PM peak traffic volumes are shown in **Figure 10**, which summarizes the projected delay and LOS at the signalized and unsignalized study intersections and compares it to without Project cumulative conditions to assess any significant traffic impacts of the Project. The intersection analysis worksheets are provided in **Appendix C.**

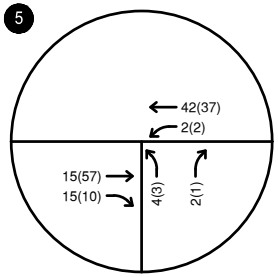


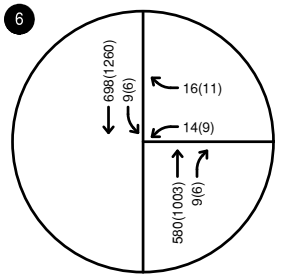


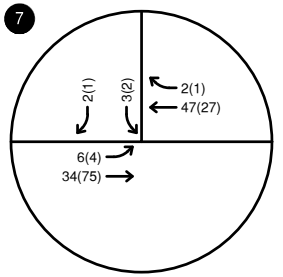












LEGEND

#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 10 - FUTURE YEAR (2035) WITH PROJECT INTERSECTION AM & PM PEAK HOUR VOLUMES

Kimley»Horn

Table 8: Intersection LOS Comparison – Cumulative (2035) Without Project vs With Project

No.	Intersection	AM Peak Hour						PM Peak Hour					
		Cumulative		Cumulative with Project		Change In Delay	Project Related Effect?	Cumulative		Cumulative with Project		Change in Delay	Project Related Effect?
		Delay (s/veh)	LOS	Delay (s/veh)	LOS			Delay (s/veh)	LOS	Delay (s/veh)	LOS		
1	Inglewood Ave & 132nd Street	11.60	B	11.60	B	0.00	No	13.60	B	13.70	B	0.10	No
2	Inglewood Ave & 133rd Street	14.17	B	14.57	B	0.40	No	44.01	E	45.94	E	1.93	No
3	Inglewood Ave & 134th Street	15.92	C	16.16	C	0.24	No	33.79	D	36.70	E	2.91	No
4	Inglewood Ave & 135th Street (E)	8.10	A	8.00	A	-0.10	No	4.10	A	4.10	A	0.00	No
	Inglewood Ave & 135th Street (W)	7.10	A	7.00	A	-0.10	No	27.00	C	26.80	C	-0.20	No
5	Project Driveway 1 – 133rd Street	-	-	8.75	A	8.75	No	-	-	8.98	A	8.98	No
6	Project Driveway 2 – Inglewood Ave	-	-	16.38	C	16.38	No	-	-	37.16	E	37.16	No
7	Project Driveway 3 – 134th Street	-	-	8.86	A	8.86	No	-	-	8.91	A	8.91	No

As shown in **Table 8** above, all intersections within the study area are projected to operate at an acceptable LOS (D/E or better). Therefore, the proposed Project is not anticipated to result in any significant impacts under existing with Project conditions. The detailed ICU worksheets for all conditions are shown in **Appendix C.**

Vehicle Miles Traveled Analysis

Senate Bill 743 (SB 743)

Senate Bill 743 (SB 743) requires project reviews under CEQA to evaluate the transportation impacts of new developments in terms of greenhouse gas emissions using VMT. As of December 2018, the Natural Resources Agency finalized updates to the State CEQA Guidelines to incorporate SB 743 (i.e., VMT). To assist in implementation of VMT as the primary measure of a transportation impact under CEQA, the OPR published an updated Technical Advisory on Evaluating Transportation Impacts in CEQA (OPR Technical Advisory) in December 2018. Statewide application of the new guidelines went into effect on July 1, 2020. The City of Hawthorne adopted their VMT policy on May 23, 2023.

Screening Criteria

To identify when a project may be presumed to have a less than significant transportation impact concerning VMT without conducting a detailed study, the OPR Guidelines provide screening criteria for land development projects that meet one of the screening criteria below:

- **Non-Retail Project Trip Generation Screening:** The development project generates a net increase of fewer than 110 daily vehicle trips.

- **Projects Near High Quality Transit:** The development project is located near (within one-half mile) an existing major transit stop[2] or a high-quality transit corridor[3]. This presumption would not apply, however, if project-specific or location-specific information indicates that the project will still generate significant levels of VMT. For example, the presumption might not be appropriate if the project:
    - Has a floor area ratio of less than 0.75;
    - Includes more parking than required by the jurisdiction;
    - Is inconsistent with the applicable Sustainable Communities Strategy;
    - Replaces affordable residential units with a smaller number of market-rate residential units.

- **Affordable Housing:** The development project has 100% affordable units excluding manager's units.

- **Local-Serving Retail/Essential Service**: The development project contains retail or local essential services uses fewer than 50,000 SF of gross floor area.

- **Low VMT-Generation Area Screening:** The development project is located in a low VMT area.

A development project needs to meet only one of the above screening criteria to be presumed to have a less than significant impact on transportation and circulation, under CEQA and pursuant to SB 743.

Retail Project Trip Generation Screening

The Project includes only a retail component (3,781 SF Fast Food Restaurant). Based on the above screening criteria, the Project would screen out of VMT analysis because the 3,781 SF restaurant is less

[2] The OPR Technical Advisory defines a “major transit stop” as a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods (California Public Resources Code §21064.3).

[3] The OPR Technical Advisory defines a “high-quality transit corridor” as a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours (California Public Resources Code §21155).

than the 50,000 gross SF screening criterion. The retail component of the Project can be local-serving in nature and presumed to have a less than significant VMT impact.

Proximity to Transit-Based Screening

Currently, there are no transit routes near the proposed Project that meet the criteria to be considered a major transit stop or high-quality transit corridor. Therefore, the Project does not screen out of a VMT analysis based on transit priority area screening.

Residential Land Use Based Screening

Residential development projects with 100% affordable units would screen out of VMT analysis and presumed to have a less than significant VMT impact. However, the proposed Project does not propose any residential land uses. Therefore, the Project does not screen out of a VMT analysis based on affordable units.

Low VMT-Generation Area Screening

The City of Hawthorne's VMT calculator was used to estimate the Project VMT to compare it to the county threshold (15% below the average). The results from the VMT calculator are shown in **Appendix E**. Because the proposed Project is in a low VMT area, the Project screens out of a VMT analysis based on the low VMT-Generation Area screening criteria.

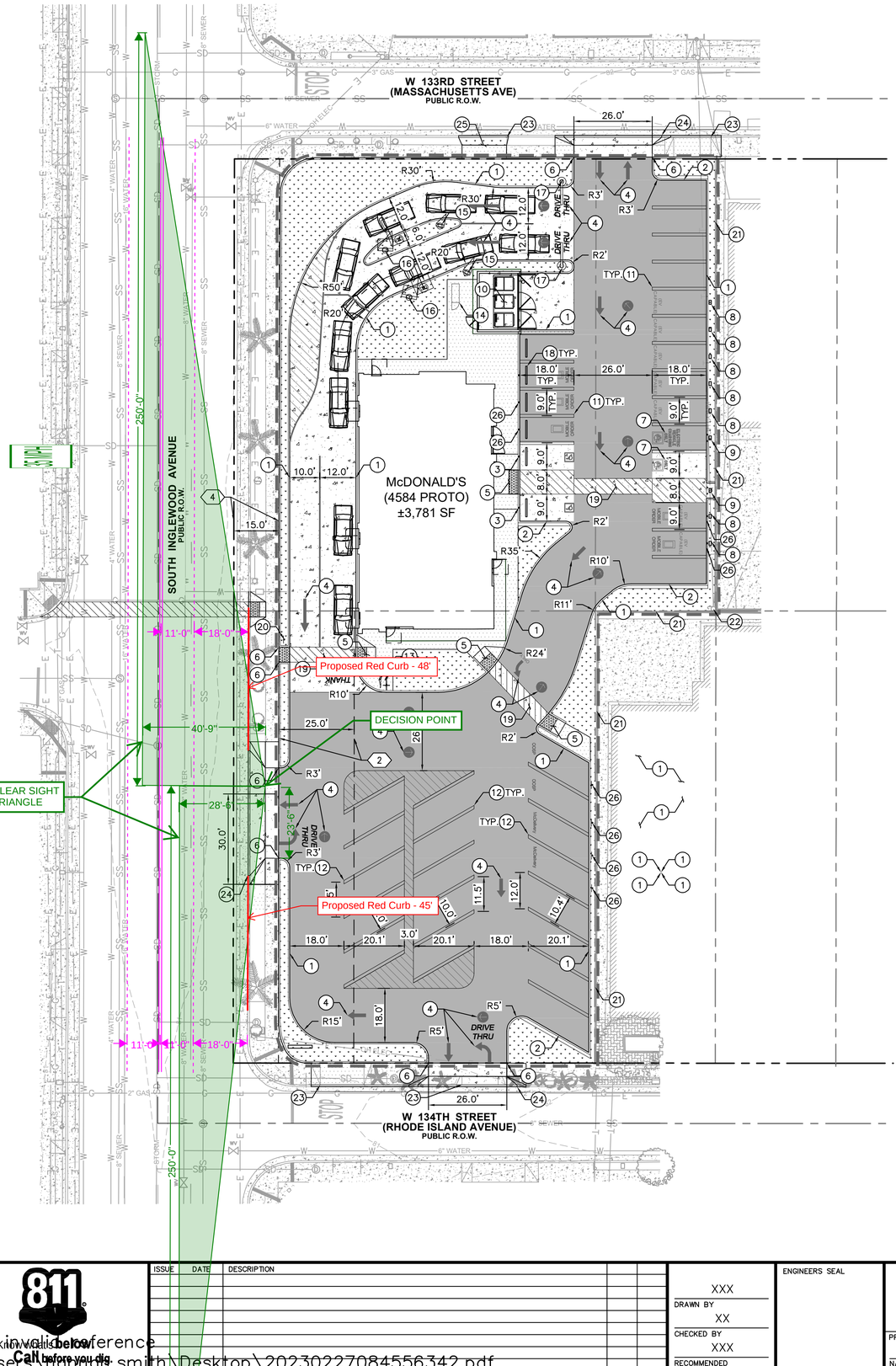
Screening Conclusion

The proposed Project meets two of the above screening criteria (Retail Project Site Plan Screening and Low VMT-Generation Area screening). The Project would screen out of further VMT analysis based on the land-use, size, and low VMT area and is presumed to have a less than significant transportation impact under CEQA pursuant to SB 743.

V. Sight Distance Analysis

A sight distance analysis was conducted for the three full access Project driveways, one along Inglewood Avenue, one along 133rd Street, and one along 134th Street. The analysis identified the potential parking restrictions that will be needed as a part of the Project and will be based on the stopping sight distance criteria established in the latest American Association of State Highway and Transportation Officials (AASHTO) guidelines*, A Policy on Geometric Design of Highways and Streets, 2018*. For Inglewood Avenue, the sight distance analysis assumed a design speed of 35 miles per hour (mph) based on the posted speed limit, which requires 250 feet of stopping sight distance. The sight triangles for the three Project driveways are shown in **Figure 11** on the next page. To provide a clear line of sight for vehicles exiting the Inglewood Avenue driveway, 48 feet of red curb north of the driveway and 45 feet of red curb south of the driveway is recommended.

Along 133rd Street, existing on street parking is only allowed on the north side of the street. Along 134th Street, existing on street parking is only allowed on the south side of the street. Since on-street parking is restricted on the driveway sides of the streets, no sight distance analysis was required for the driveways along 133rd Street and 134th Street. Therefore, no additional parking restrictions are required for the driveways along 133rd Street and 134th Street.



LEGEND:

- CENTER LINE
- PROPERTY LINE
- RIGHT–OF–WAY LINE / LEASE LINE
- EASEMENT LINE / SETBACK LINE
- APPROXIMATE LIMIT OF WORK LINE
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LANDSCAPE/PLANTER AREA
- HEAVY DUTY ASPHALT PAVEMENT
- DETECTABLE WARNING SYSTEM
- SIGN POST
- ACCESSIBLE PARKING SPACE
- (X) NUMBER OF PARKING SPACES

CONSTRUCTION NOTES:

1. CONCRETE CURB
2. 18" WALK–OFF CURB
3. ACCESSIBLE PARKING STALL SIGN
4. DIRECTIONAL MARKING PER PLAN
5. ACCESSIBLE RAMP WITH DETECTABLE WARNING (TRUNCATED DOMES)
6. JOIN EXISTING CURB, CURB & GUTTER, SIDEWALK.
7. "ELECTRIC VEHICLE CHARGING ONLY" IN 12" HIGH WHITE LETTERS AT THE END OF PARKING STALL
8. FUTURE E/V CHARGING STATION. CONDUIT TO BE RAN TO STALL FOR FUTURE CONNECTION
9. PROPOSED E/V CHARGING STATION.
10. COVERED TRASH ENCLOSURE AND RECYCLING BIN STORAGE
11. STANDARD 90° PARKING STALL STRIPING.
12. STANDARD 60° PARKING STALL STRIPING.
13. SHORT TERM BIKE RACK
14. LONG TERM BIKE RACK
15. PREVIEW BOARD
16. ORDER BOARD
17. HEIGHT DETECTOR POLE
18. INSTALL WHEELSTOPS FOR PARKING SPACES ADJACENT TO WALKWAYS
19. ACCESSIBLE PATH OF TRAVEL STRIPING. ACCESSIBLE PATHS SHALL BE ENHANCED PAVING.
20. ADA PATH OF TRAVEL SIGN
21. EXISTING CMU WALL TO REMAIN
22. EXISTING POWER POLE TO REMAIN
23. EXISTING DRIVEWAY TO BE REMOVED
24. PROPOSED DRIVEWAY
25. PROPOSED SIDEWALK, PARKWAY, CURB AND GUTTER TO MATCH EXISTING SURROUNDING
26. MCDONALD'S SITE SIGNAGE
27. CONCRETE CURB AND GUTTER
28. 24" X 24" JENSEN PRECAST DROP INLET WITH CATCH BASIN FILTER INSERT FOR TRASH CAPTURE.
29. 3.0' WIDE VALLEY GUTTER

TITLE REPORT EXCEPTIONS

(2) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT;

RESERVED BY:	HOPPER–MCFARLAND–DUNCAN COMPANY
PURPOSE:	PERTAINING TO THE LAYING OF WATER PIPES
RECORDING DATE:	MARCH 17, 1913
RECORDING NO:	BOOK 5379, PAGE 316, OF DEEDS
AFFECTS:	SAID LAND
AND RECORDING DATE:	JULY 29, 1915
AND RECORDING NO:	BOOK 6064, PAGE 289, OF DEEDS (AFFECTS SUBJECT PARCEL, PLOTTABLE AS SHOWN)

(4) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS CONDEMNED BY AN INSTRUMENT, ENTITLED: FINAL ORDER OF CONDEMNATION

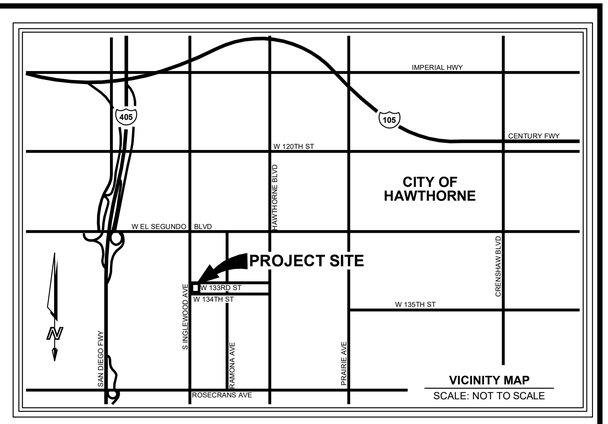
COURT:	SUPERIOR COURT OF THE STATE OF CALIFORNIA
CAUSE NO.:	671543
IN FAVOR OF:	COUNTY OF LOS ANGELES
PURPOSE:	PUBLIC ROAD AND HIGHWAY
RECORDING DATE:	JULY 10, 1958
RECORDING NO:	1958–3356, IN BOOK M65, PAGE 133, OF OFFICIAL RECORDS
AFFECTS:	SAID LAND (AFFECTS SUBJECT PARCEL, PLOTTABLE AS SHOWN)

LEGAL DESCRIPTION

SUBJECT PARCEL: APN: 4042–011–024 AND 4042–011–026

LOTS 260, 322 AND 323 OF INGLEDALE ACRES, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 20, PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY MOBILE/MANUFACTURED HOMES LOCATED THEREON.



SITE DATA

PROJECT DESCRIPTION:	DEMOLITION OF EXISTING CONCRETE PADS AND WALLS. NEW CONSTRUCTION OF A MCDONALD'S DRIVE THRU RESTAURANT AND PARKING LOT.
ADDRESS:	13314 S INGLEWOOD AVE, HAWTHORNE, CA 90250
APN:	4042–011–024 AND 4042–011–026
ZONING DISTRICT:	C–3 GENERAL COMMERCIAL (EXISTING & PROPOSED)
ADJACENT ZONING DISTRICTS:	N: C–3 GENERAL COMMERCIAL E: R–3 HIGH DENSITY RESIDENTIAL S: C–3 GENERAL COMMERCIAL
LAND USE:	RESIDENTIAL
ADJACENT LAND USE:	N: COMMERCIAL E: RESIDENTIAL S: COMMERCIAL
FLOOD ZONE:	ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.02% ANNUAL CHANCE FLOODPLAIN PER MAP NO. 06037C1790F EFFECTIVE 9/26/2008

TOTAL DISTURBED AREA:	38,298 S.F.	(0.88 AC)	
TOTAL PAD AREA:	3,781 S.F.	(0.09 AC)	
TOTAL LOT AREA:	42,020 S.F.	(0.96 AC)	
LOT COVERAGE			
TOTAL SITE AREA:	38,298 S.F.	(0.88 AC)	100%
BUILDING AREA:	3,781 S.F.	(0.09 AC)	9.9%
IMPERVIOUS AREA:	29,274 S.F.	(0.67 AC)	76.4%
LANDSCAPE AREA:	5,215 S.F.	(0.12 AC)	13.7%

PARKING/LANDSCAPE BUFFER	
FRONT:	0.0'
REAR:	0.0'
SIDE (N):	0.0'
SIDE (S):	0.0'

PARKING SUMMARY:

MCDONALD'S: 3,781 S.F. (1 STALL/100 S.F.) = 38 STALLS REQUIRED PER CITY CODE

- ADA PARKING FOR 26–50 PARKING STALLS = 2 ADA PARKING STALLS REQUIRED, PER 2016 CBC.
- FUTURE EV FOR 26–50 PARKING STALLS = 8 FUTURE EV STALLS REQUIRED PER 2016 CALGREEN
  1 FUTURE EV STALL MUST BE VAN ACCESSIBLE.

TOTAL NUMBER OF PARKING SPACES PROVIDED = 38

PARKING TABLE:	REQUIRED	PROVIDED	
STANDARD	28	28	
COMPACT (C)	–	–	
MOTORCYCLE	–	–	
EV CHARGING	8	8	(INCLUDING EV READY)
EV READY	2	2	
ACCESSIBLE	2	2	
TOTAL:	38	38	

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SCALE
1" = 20'
WHEN PRINTED AT FULL SIZE (24"X36")

811 Know what's below. Call before you dig.

ISSUE	DATE	DESCRIPTION

XXX
DRAWN BY
XX
CHECKED BY
XXX
RECOMMENDED

ENGINEERS SEAL

Kimley»Horn
XXXXXXX
XXXXXX, XX 9XXXX
(XXX)-XXX-XXX
PREPARED UNDER THE DIRECT SUPERVISION OF:
NAME, R.C.E. NO. #### DATE: EXP. ####

CITY OF CITY
APPROVED BY:
CITY ENGINEER RCE # EXP DATE

McDonald's USA, LLC
XXXXXX STREET
CITY, STATE, ZIP CODE

CITY OF CITY
PRELIMINARY SITE PLAN

C1.0

Drawing name: K:\ORA_LDEV\McDonalds\194015042 – Hawthorne (4–5205)\CADD\Exhibits\Entitlement Package\C1.0 – Preliminary Site Plan.dwg C1.0 – Preliminary Site Plan Jul 29, 2024 12:54pm by: jenny.sheng
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, Inc. shall be without liability to Kimley–Horn and Associates, Inc.

Missing or invalid reference
File: C:\Users\harnidh.smith\Desktop\20230227084556342.pdf
Sheet: 1

VI. Left Turn Pocket Analysis

An analysis was completed to determine if a southbound left-turn pocket is warranted on Inglewood Avenue at the Project Driveway. The analysis references the existing conditions and the Project trip generation. Guidelines included in the National Cooperative Highway Research Program (NCHRP) Report 745 Left-Turn Accommodations at Unsignalized Intersections (2013) were also referenced to evaluate the need for a left turn pocket.

Average Daily Traffic (ADT) counts with lane utilization information were collected along Inglewood Avenue. Based on the counts (shown in **Appendix B)**, vehicles utilize the #1 and #2 lanes along Inglewood Avenue evenly, with the southbound direction being the higher volume direction. Additionally, the Project traffic used in the operational analysis (**Figure 8**) shows that the volume of vehicles making a southbound left into the proposed site are under 10 vehicles per hour for both the AM and PM time periods.

Based on guidance from the NCHRP Report 745, the following information is considered when determining the need for a left turn pocket.

- Development (urban/suburban)
- Number of lanes and approaches
- Peak-hour left turn and major roadway volume
- Design consistency within the corridor

After consideration of NCHRP guidance and review of the existing conditions and Project traffic, it is not recommended to provide a southbound left-turn pocket into the Project site. Inglewood Avenue (within the study area) provides two lanes with on-street parking in each direction. The average daily traffic along Inglewood Avenue is 21,619 vehicle per day and the existing roadway configuration is consistent within other locations in the study area.

With the addition of an exclusive left turn pocket, on-street parking in both directions would need to be removed and would result in design inconsistences along Inglewood Avenue within the study area. The offset legs at the intersection of Inglewood Avenue and 134th Street in addition to a left turn pocket into the Project site would result in poor access management due to reduced spacing between intersections.

The additional traffic generated by the Project could be accommodated without the addition of a left turn pocket, since the low volume of vehicles turning into the site would be able to queue in the travel lane without significantly increasing delay for through vehicle traffic. Adequate access to the site would still be provided via the driveways on 133rd Street and 134th Street.

VII. Crosswalk Warrant Analysis

Based on coordination with City staff, a crosswalk treatment warrant analysis at the intersection of Inglewood Avenue and W 134th Street was performed to determine the most suitable crosswalk treatment. The two possible crosswalk treatments considered include Pedestrian Hybrid Beacons (PHBs) and Rectangular Rapid Flashing Beacons (RRFBs). Because PHBs and RRFBs operate similarly, only criteria for PHB's were analyzed as a more conservative approach. Additionally, the proximity to the signalized intersections at Inglewood Avenue and 132nd/135th Street would make PHB's more appropriate for traffic flow and coordination.

The analysis references the existing conditions including traffic volumes, speed limit, and roadway configuration, as well as the Project trip generation. The Federal Highway Administration's (FHWA) *Field Guide for Selecting Countermeasures at Uncontrolled Pedestrian Crossing Locations* and the California Manual of Uniform Traffic Control Devices (CA MUTCD) were used as guidance for determining the appropriate treatment at the intersection.

FHWA Analysis

The FHWA guidelines identify the following three criteria to determine the type of crosswalk treatment:

1. Roadway Configuration
2. Vehicle Average Daily Traffic (ADT)
3. Speed Limit

Table 9 below shows the criteria for the different types of countermeasures along a roadway segment or at an intersection.

Table 9: FHWA Countermeasures

Roadway Configuration	Speed Limit								
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
2 lanes*	❶ 2 3 4 5 6	❶ ❸ 5 6 7	❶ ❸ 5 6 ❼	❶ 3 4 5 6	❶ ❸ 5 6 7	❶ ❸ 5 6 ❼	❶ 3 4 5 6 7	❶ ❸ 5 6 7	❶ ❸ 5 6 ❼
3 lanes with raised median*	❶ 2 3 4 5	❶ ❸ 5 7	❶ ❸ 5 ❼	❶ 3 4 5 7	❶ ❸ 5 ❼	❶ ❸ 5 ❼	❶ ❸ 4 5 7	❶ ❸ 5 ❼	❶ ❸ 5 ❼
3 lanes w/o raised median†	❶ 2 3 4 5 6 7	❶ ❸ 5 6 7	❶ ❸ 5 6 ❼	❶ 3 4 5 6 7	❶ ❸ 5 6 ❼	❶ ❸ 5 6 ❼	❶ ❸ 4 5 6 7	❶ ❸ 5 6 ❼	❶ ❸ 5 6 ❼
4+ lanes with raised median‡	❶ ❸ 5	❶ ❸ 5 7	❶ ❸ 5 ❼	❶ ❸ 5 7	❶ ❸ 5 ❼	❶ ❸ 5 ❼	❶ ❸ 5 ❼	❶ ❸ 5 ❼	❶ ❸ 5 ❼
4+ lanes w/o raised median‡	❶ ❸ 5 6 7 8	❶ ❸ 5 ❻ 7 8	❶ ❸ 5 ❻ ❼ 8	❶ ❸ 5 ❻ 7 8	❶ ❸ 5 ❻ ❼ 8	❶ ❸ 5 ❻ ❼ 8	❶ ❸ 5 ❻ ❼ 8	❶ ❸ 5 ❻ ❼ 8	❶ ❸ 5 ❻ ❼ 8

*One lane in each direction †One lane in each direction with two-way left-turn lane ‡Two or more lanes in each direction

Given the set of conditions in a cell,

❶ Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.

\# Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

1 High-visibility crosswalk markings, parking restriction on crosswalk approach, adequate nighttime lighting levels
2 Raised crosswalk
3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
4 In-Street Pedestrian Crossing sign
5 Curb extension
6 Pedestrian refuge island
7 Pedestrian Hybrid Beacon
8 Road Diet

This table was developed using information from: Zegeer, C. V., Stewart, J. R., Huang, H. H., Lagerwey, P. A., Feaganes, J., & Campbell, B. J. (2005). Safety effects of marked versus unmarked crosswalks at uncontrolled locations: Final report and recommended guidelines (No. FHWA-HRT-04-100); Manual on Uniform Traffic Control Devices, 2009 Edition, Chapter 4F, Pedestrian Hybrid Beacons; the Crash Modification Factors (CMF) Clearinghouse website (http://www.cmfclearinghouse.org/); and the Pedestrian Safety Guide and Countermeasure Selection System (PEDSAFE) website (http://www.pedbikesafe.org/PEDSAFE/).

Inglewood Avenue at 134th street is a 4 lane, 35 MPH roadway without a raised median and ADT of 21,000 vehicles (**Appendix B**).

From **Table 9** above, the appropriate countermeasures would include a high-visibility crosswalk, advance yield striping and signage, a pedestrian refuge island, and a PHB.

CA MUTCD Analysis

The CA MUTCD guidelines identify the following four criteria to determine if a PHB is warranted:

1. Major Street Pedestrian Volume
2. Major Street Vehicle Volume
3. Speed Limit
4. Crosswalk Length

Appendix F shows the application of the guidelines based on the information along Inglewood Avenue. Based on the CA MUTCD guidelines, a PHB would not be warranted at the intersection of Inglewood Avenue and 134th Street.

Although existing conditions and roadway configuration allow for the installation of a PHB or RRFB, the peak hour pedestrian volumes do not warrant the installation of crosswalk with a RRFB or PHB. Therefore, a crosswalk at the intersection of Inglewood Avenue and 134th Street is not recommended.

VIII. Summary and Conclusions

This report documents the results of a Traffic Impact Assessment completed for the Project. The following summarizes the results of assessment:

Traffic Operation Analysis

- The traffic study includes an analysis of four (4) existing intersections which were selected as per discussions with the City.
- The Project is estimated to generate approximately 840 new daily trips, 84 new trips during the AM peak hour and 56 new trips during the PM peak hour.
- Weekday peak hour intersection analysis was conducted for four (4) scenarios including Existing (2024) without Project, Existing (2024) with Project, Future (2035) Year without Project conditions, and Future (2035) Year without Project conditions.
- Under existing conditions, all intersections operate at LOS E or better during the AM and PM peak periods, except for the intersection of Inglewood Avenue and 135th Street, which operates at LOS F during the PM peak hour.
- Under existing conditions with Project, all intersections operate at LOS E or better during the AM and PM peak periods, except for the intersection of Inglewood Avenue and 135th Street, which operates at LOS F during the PM peak hour.
- Under future without Project conditions, all intersections operate at LOS E or better during the AM and PM peak periods.
- Under future conditions with Project, all intersections operate at LOS E or better during the AM and PM peak periods.

VMT Analysis

- The Project proposes a 3,781 square feet (SF) Fast Food Restaurant with a Drive-Thru. The Project would screen out of further VMT analysis based on the local-serving land-use and the Project being in a low VMT area. Therefore, the Project is presumed to have a less than significant transportation impact concerning VMT.

Sight Distance Analysis

- The Project proposes three full access driveways to access the Project Site. One driveway along Inglewood Avenue, one along 133rd Street, and one along 134th Street.
- The stopping sight distance along Inglewood Avenue is 250 feet based on the latest American Association of State Highway and Transportation Officials (AASHTO) guidelines*, A Policy on Geometric Design of Highways and Streets, 2018*.

- To provide a clear line of sight for vehicles exiting the Inglewood Avenue driveway, 48 feet of red curb north of the driveway and 45 feet sourth of the driveway is recommended.

- Since on-street parking is restricted on the driveway sides of the streets, no sight distance analysis was required for the driveways along 133rd Street and 134th Street. Therefore, no additional parking restrictions are required for the driveways along 133rd Street and 134th Street.

Left-turn Pocket Analysis

- Based on guidance from the NCHRP Report 745, a southbound left-turn pocket on Inglewood Avenue is not recommended due to the roadway configuration, vehicle average daily traffic (ADT), and speed limit.

Crosswalk Warrant Analysis

- Based on guidance from the FHWA, the location of the crosswalk would require a controlled crossing such as a PHB. However, the pedestrian demand does not warrant a PHB.

Appendix A – Approved Project Scoping Agreement

June 26, 2024

Dweejal Torado, T.E
Assistant Engineer
City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250

RE: ***Traffic Study Scope of Work for the Proposed McDonald's at 13324 South Inglewood Avenue in the City of Hawthorne***

Kimley-Horn and Associates, Inc. is pleased to submit this traffic study Scope of Work for the proposed McDonald's at 13324 South Inglewood Avenue in the City of Hawthorne. The scope of the traffic study is summarized below. This scope of work is based on the review of the *Los Angeles County (LA County) Transportation Impact Analysis Guidelines* (July 2020) and discussions with City Staff.

Project Description

The applicant proposes to develop a 3,781 square-foot Fast Food Restaurant with a Drive-Thru. The site is currently vacant. The following traffic study scope of work has been prepared in accordance with the *LA County Transportation Impact Analysis Guidelines*. The project site plan is shown on **Attachment 1**. The project is anticipated to open in 2025.

Study Scenarios

The following study scenarios will be included for analysis:

- Existing Conditions Without Project (2024)
- Existing With Project (2024)
- Cumulative Without Project (2035)
- Cumulative With Project (2035)

Each study scenario will include weekday morning peak hour and weekday evening peak hour analysis.

Study Methodology

Level of Service (LOS) analysis will be conducted for peak hour intersection operations at signalized and unsignalized intersections using the methods prescribed in the Highway Capacity Manual (HCM) 7th Edition. The traffic analysis will be conducted using the latest version of the Synchro software.

Impact Criteria

For intersections within the City, LOS D or better will be considered as acceptable. If project traffic causes operations at an intersection to go from acceptable (LOS D or better) to unacceptable (LOS E or F), the project would have a significant project-related effect at the intersection. If the

intersection is currently operating at an unacceptable LOS (LOS E or F) without Project traffic it is assumed that there would be no impact to the intersection.

Study Intersections

In addition to the three primary Project driveways shown in **Attachment 1**, the following study intersections are proposed:

1. 132nd Street & Inglewood Avenue (signalized)
2. 133rd Street & Inglewood Avenue (unsignalized)
3. 134th Street & Inglewood Avenue (unsignalized)
4. 135th Street & Inglewood Avenue (signalized)

Existing Traffic Counts

New weekday morning (7-9AM) and evening (4-6PM) intersection peak hour traffic counts at the study intersections will be collected. A seasonal factor for traffic counts will be applied for the summer season since schools are out of session. Average Daily Traffic (ADT) 24-hour counts along Inglewood Avenue will also be collected on the same day as the intersection counts. The 24-hour count will also provide the lane utilization along Inglewood Avenue.

Future Traffic Volumes

Traffic volumes for the future cumulative scenario (2035) will be developed by applying a growth rate based on the Southern California Coalition of Governments' (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy.

Project Trip Generation

The trips expected to be generated by the project were calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition* (2021). Pass-by reduction factors were applied to the proposed land use. Trip rates are based on the ITE land use category 934 - Fast-Food Restaurant w/ Drive-Thru.

The trip rates and the estimated vehicle trips for the proposed uses are shown in **Attachment 2**. The proposed project is estimated to generate 1,768 daily trips, with 169 trips in the AM peak hour, and 125 trips in the PM peak hour.

After applying a pass-by reduction factor, the project is estimated to generate approximately 840 daily trips, with 84 trips in the AM peak hour, and 56 trips in the PM peak hour.

Project Trip Distribution

Project trip distribution assumptions are shown on **Attachment 3**.

Cumulative Traffic

City staff will provide a list of cumulative projects for use in the traffic study, which will include eligible developments within one half-mile of the project. For cumulative projects, it is requested that address, land use, quantities, and other pertinent information for each project be provided if available. If this information is not available, an ambient growth factor based the SCAG RTP/SCS model will be used to develop traffic volumes for the cumulative scenario.

Left Turn Pocket Analysis

A queueing analysis will be completed to determine if a southbound left-turn pocket is warranted on Inglewood Avenue at the Project Driveway. The analysis will reference the existing conditions including traffic volumes and lane utilization as well as the Project trip generation and distribution. Guidelines included in the National Cooperative Highway Research Program (NCHRP) Report 745 Left-Turn Accommodations at Unsignalized Intersections (2013) will also be referenced.

Crosswalk Warrant and Treatment Analysis

Based on coordination with City staff, the installation of a crosswalk at the intersection of Inglewood Avenue and W 134th Street will be evaluated to determine the most suitable crosswalk treatment. The two possible crosswalk treatments that will be considered include Pedestrian Hybrid Beacons (PHB's) and Rectangular Rapid Flashing Beacons (RRFBs).

The analysis will reference the existing conditions including traffic volumes, speed limit, roadway configuration, and trip generation and distribution. The Federal Highway Administration's (FHWA) *Field Guide for Selecting Countermeasures at Uncontrolled Pedestrian Crossing Locations* will be used as guidance for determining the appropriate treatment at the intersection. Guidance from the California Manual of Uniform Traffic Control Devices (CA MUTCD) will also be used to determine if a RRFB or PHB is warranted.

VMT Screening

With the passage of Senate Bill (SB) 743 by the California Legislature in September 2013, VMT has become an important indicator for determining if a new development will result in a "significant transportation impact" as required by the California Environmental Quality Act (CEQA). Under SB 743, the state Office of Planning and Research (OPR) was charged with developing new guidelines for evaluating transportation impacts under CEQA in order to replace methods measuring automobile delay and Level of Service. In response to this mandate, the Office of Planning and Research proposed, and the California Natural Resources Agency adopted CEQA Guidelines Section 15064.3, which indicates that VMT exceeding an applicable threshold of significance is the most appropriate measure for evaluating a project's transportation impacts. Section 15064.3 goes on to clarify that except for projects regarding roadway capacity, "…a project's effect on automobile delay does not constitute a significant environmental impact." The

OPR further elaborates on VMT metrics within the *Technical Advisory on Evaluating Transportation Impacts in CEQA* document, published in December 2018. Subsequently, LA County, via the *Transportation Impact Analysis Guidelines* (July 2020) has established VMT screening thresholds of significance for projects within the City.

The VMT guidelines provide details on appropriate screening thresholds that can be used to identify when a proposed land use project is anticipated to result in a less-than-significant impact without conducting a more detailed analysis. The screening criteria are as follows:

1. Project Size
2. Locally Serving Retail
3. Project Located in a Low VMT Area
4. Transit Proximity
5. Affordable Housing
6. Transportation Facilities

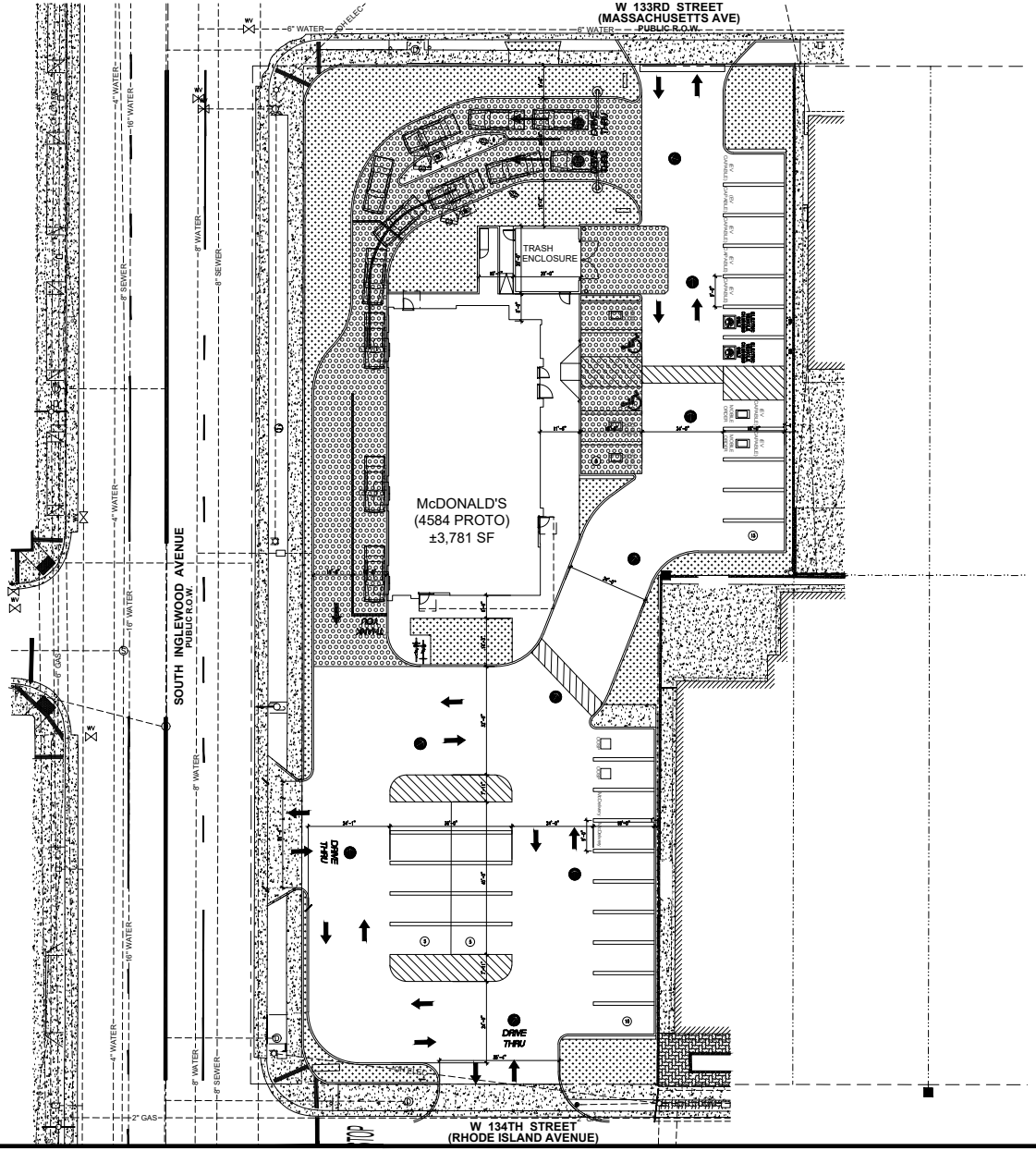
A local-serving retail project with space of less than 50,000 square feet would be considered to have a less-than-significant impact. Since the project involves local-serving retail fast food restaurant and coffee shop the project would screen out of VMT under Locally Serving Retail criteria.

In accordance with the Technical Advisory and with Los Angeles County Guidelines, the proposed project is presumed to result in a less-than-significant VMT impact and support the goals of SB 743. No further VMT assessment is anticipated.

Mitigation Measures

Based on the results of the traffic analysis, mitigation on the basis of LOS will be discussed, if applicable.

Attachment 1 - Site Plan



SITE INFORMATION

SITE AREA: 37,500 SF(0.86 ACRES)
ZONING
C3, GENERAL COMMERCIAL APPROVED USE= CONDITIONAL USE
PARKING TABLE
REQUIRED SPACES = 3,781 SF = 38 STANDARD SPACES 36 ADA SPACES 2 TOTAL SPACES =38
DRIVE THRU
STACKING AS SHOWN
LANDSCAPE
TO BE DETERMINED

NORTH

PROPOSED SITE PLAN | SCALE: 1/16"=1'-0"

designrun
PLANNING AND DESIGN
153 E. City Place Dr. | Santa Ana | CA | 92705
Phone 714.893-3900 | Fax 714.893-3944

McDonald's® USA, LLC
These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared for use on this specific site in conjunction with its issue date and are not suitable for use on a different site or at a later time. Use of these drawings for reference or example on another project requires the services of properly licensed architects and engineers. Reproduction of the contract documents for reuse on another project is not authorized.

Proposed McDonald's Restaurant #004-5205

13324 W. 133rd St.
Hawthorne, CA 90250
29 May 2024

ATTACHMENT 2
SUMMARY OF PROJECT TRIP GENERATION
13324 S Inglewood Avenue McDonalds Project

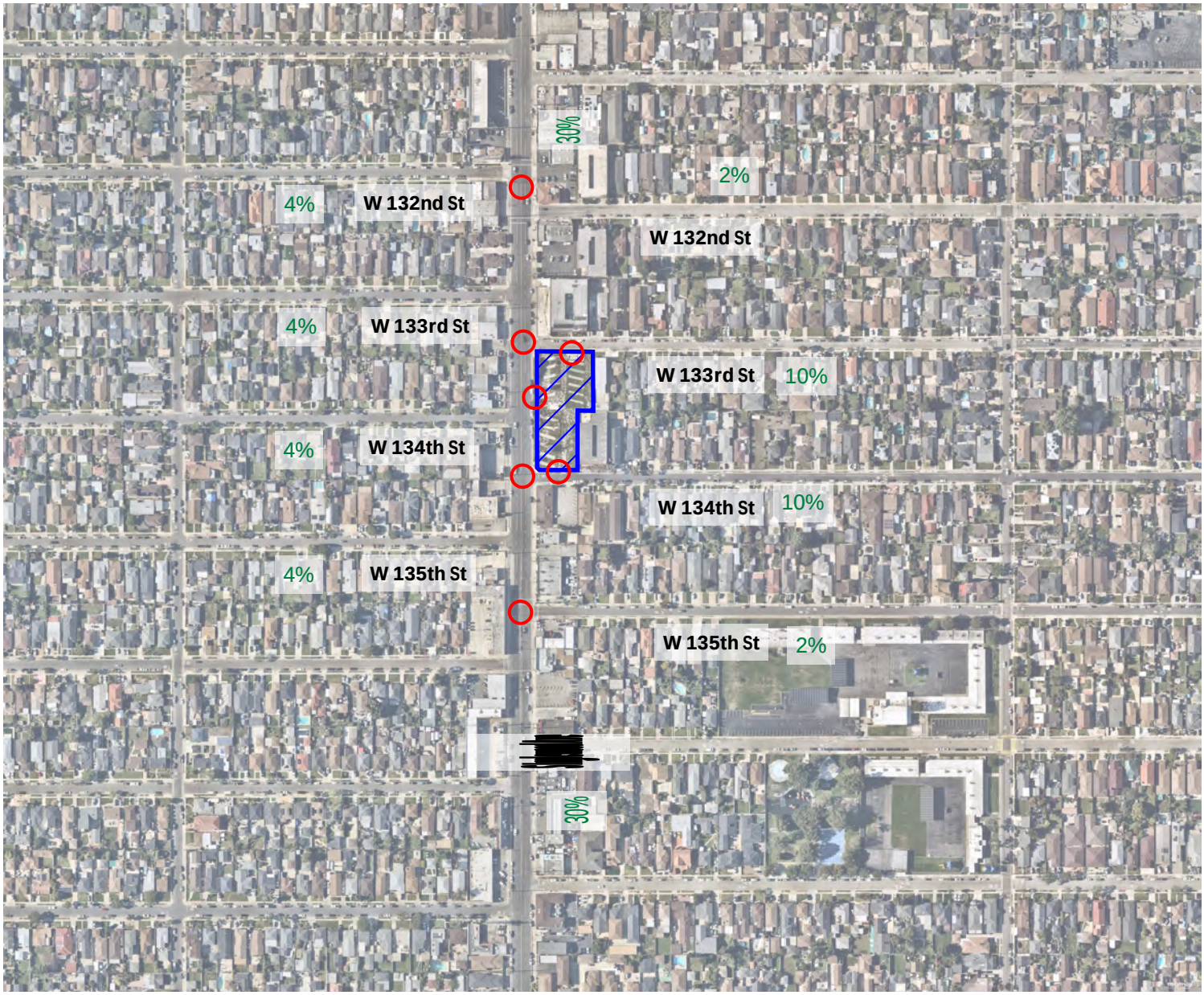
Land Use	ITE Code	Unit	Trip Generation Rates [1]						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Fast-Food Restaurant w/ Drive-thru	934	KSF	467.48	22.751	21.859	44.61	17.176	15.854	33.03

Land Use	Quantity	Unit	Trip Generation Estimates						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Fast-Food Restaurant w/ Drive-thru	3.781	KSF	1,768	86	83	169	65	60	125
Pass-by Trips (52.5% Daily, 50% AM, 55% PM) [1,2]			*-928*	*-43*	*-42*	*-85*	*-36*	*-33*	*-69*
Net Trips			***840***	***43***	***41***	***84***	***29***	***27***	***56***
Total Project Trips			**840**	**43**	**41**	**84**	**29**	**27**	**56**

[1] Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition

[2] Note: The Trip Generation Manual does not provide pass-by rates for daily trip generation. The daily pass-by trips shown are the average of the AM and the PM pass-by percentage.

ATTACHMENT 3
TRIP DISTRIBUTION AND STUDY AREA



LEGEND:

PROJECT SITE

STUDY INTERSECTION/DRIVEWAY

TRIP DISTRIBUTION PERCENTAGE

XX%

N
NTS

Appendix B - Turning Movement Counts and Average Daily Traffic Counts

Prepared by National Data & Surveying Services

Inglewood Ave & 132nd St

Peak Hour Turning Movement Count

ID: 24-020227-001
City: Hawthorne

Day: Tuesday
Date: 7/9/2024

PEAK HOURS	COUNT PERIODS
08:00 AM - 09:00 AM	7:00 AM - 09:00 AM
NONE	NONE
04:30 PM - 05:30 PM	4:00 PM - 06:00 PM

SOUTHBOUND (Inglewood Ave)

AM	4	571	4	0	503	AM
NOON	0	0	0	0	0	NOON
PM	11	1056	21	0	817	PM
	0	2	0	0		

EASTBOUND (132nd St)

AM	NOON	PM	
14	0	19	
0	0	0	0
7	0	14	0
1	0	3	1
9	0	20	0
AM	NOON	PM	

WESTBOUND (132nd St)

PM	NOON	AM	
18	0	20	0
2	0	3	1
25	0	16	0
0	0	0	0
57	0	12	
PM	NOON	AM	

NORTHBOUND (Inglewood Ave)

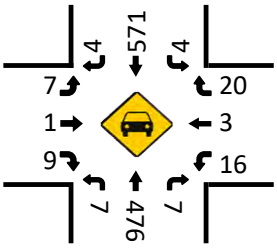
PM	1103	2	6	785	33	PM
NOON	0	0	0	0	0	NOON
AM	596	0	7	476	7	AM
		0	0	2	0	

CONTROL

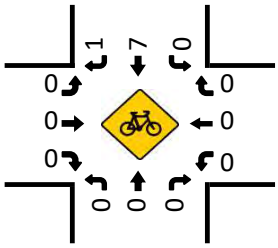
Signalized

TEV	1125 AM	0 NOON	1996 PM
PHF	0.93		0.95

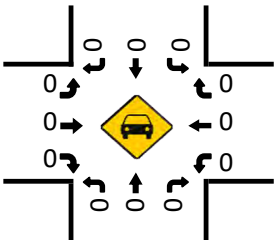
Totals (AM)



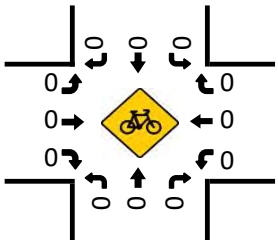
Total Bikes (AM)



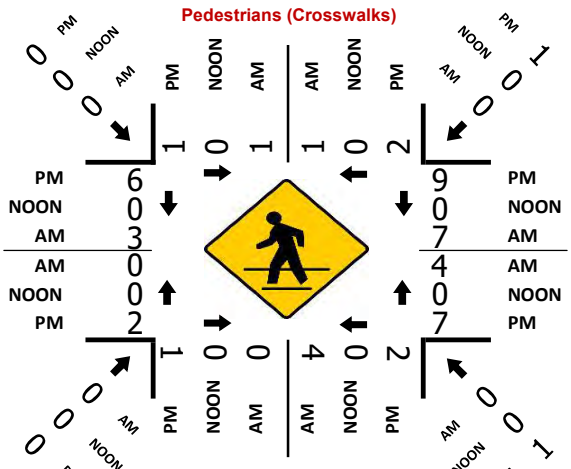
Totals (NOON)



Total Bikes (NOON)



Pedestrians (Crosswalks)


PM
NOON
AM
0
0
0
1
0
1
1
0
2
0
0
0
0
0
0
0
0
0
0
0

Prepared by National Data & Surveying Services

Inglewood Ave & 133rd St

Peak Hour Turning Movement Count

ID: 24-020227-002
City: Hawthorne

Day: Tuesday
Date: 7/9/2024

PEAK HOURS

AM: 08:00 AM - 09:00 AM
NOON: NONE
PM: 04:30 PM - 05:30 PM

COUNT PERIODS

AM: 7:00 AM - 09:00 AM
NOON: NONE
PM: 4:00 PM - 06:00 PM

SOUTHBOUND (Inglewood Ave)

AM	8	579	10	1	499	AM
NOON	0	0	0	0	0	NOON
PM	14	1067	27	0	835	PM
	0	2	0	0		

EASTBOUND (133rd St)

AM	NOON	PM	
17	0	25	
0	0	0	0
1	0	8	0
1	0	2	1
14	0	22	0
AM	NOON	PM	

WESTBOUND (133rd St)

PM	NOON	AM	
15	0	21	0
2	0	2	1
10	0	9	0
0	0	0	0
48	0	11	
PM	NOON	AM	

CONTROL

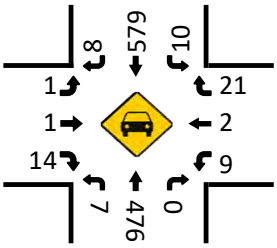
2-Way Stop(EB/WB)

TEV	1129 AM	0 NOON	2007 PM
PHF	0.93		0.96

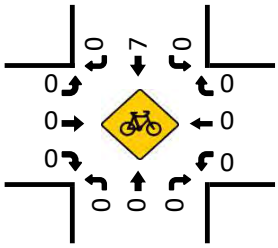
NORTHBOUND (Inglewood Ave)

	0	0	2	0		
PM	1099	0	9	812	19	PM
NOON	0	0	0	0	0	NOON
AM	602	0	7	476	0	AM

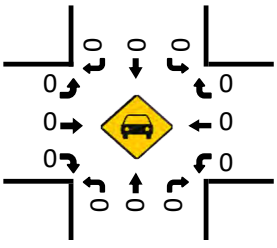
Totals (AM)



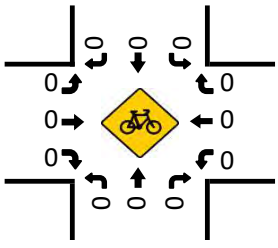
Total Bikes (AM)



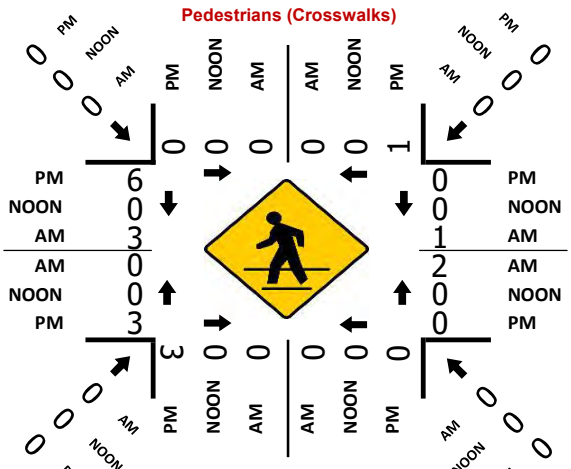
Totals (NOON)



Total Bikes (NOON)



Pedestrians (Crosswalks)


PM
NOON
AM
6
0
3
0
0
3
1
0
1
2
0
0
0
0
0
0
0
0
0
0

Prepared by National Data & Surveying Services

Inglewood Ave & 134th St

Peak Hour Turning Movement Count

ID: 24-020227-003
City: Hawthorne

Day: Tuesday
Date: 7/9/2024

PEAK HOURS	COUNT PERIODS
08:00 AM - 09:00 AM	7:00 AM - 09:00 AM
NONE	NONE
04:30 PM - 05:30 PM	4:00 PM - 06:00 PM

SOUTHBOUND (Inglewood Ave)

AM	7	584	15	0	483	AM
NOON	0	0	0	0	0	NOON
PM	14	1059	30	2	833	PM
	0	2	0	0		

EASTBOUND (134th St)

AM	NOON	PM	
10	0	24	
0	0	0	0
4	0	3	0
0	0	1	1
8	0	13	0

WESTBOUND (134th St)

PM	NOON	AM	
15	0	29	0
1	0	1	1
6	0	10	0
0	0	0	0
62	0	28	

CONTROL

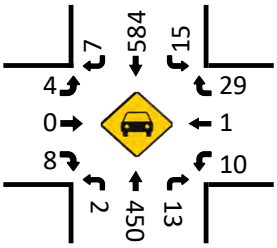
2-Way Stop(EB/WB)

TEV	1123 AM	0 NOON	1998 PM
PHF	0.93		0.95

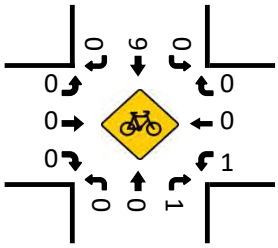
NORTHBOUND (Inglewood Ave)

PM	1079	1	9	813	31	PM
NOON	0	0	0	0	0	NOON
AM	602	0	2	450	13	AM
		0	0	2	0	

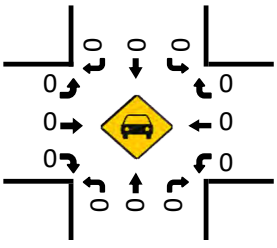
Totals (AM)



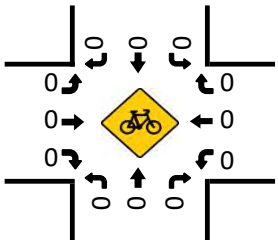
Total Bikes (AM)



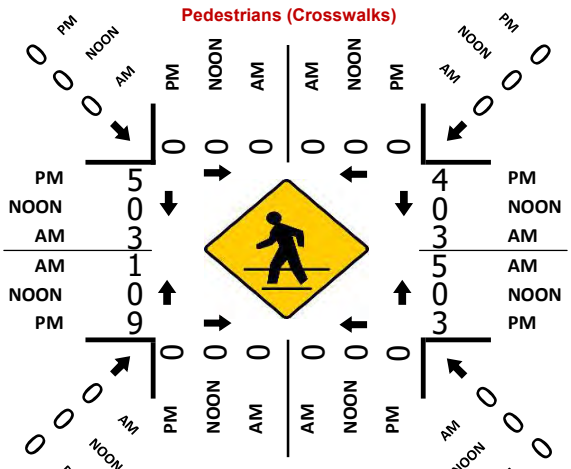
Totals (NOON)



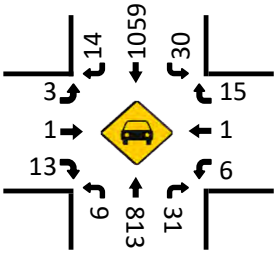
Total Bikes (NOON)



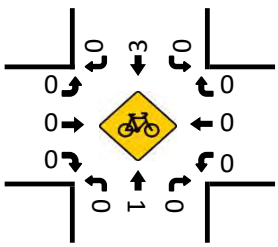
Pedestrians (Crosswalks)



Totals (PM)



Total Bikes (PM)



Prepared by National Data & Surveying Services

Inglewood Ave & 135th St E

Peak Hour Turning Movement Count

ID: 24-020227-004
City: Hawthorne

Day: Tuesday
Date: 7/9/2024

PEAK HOURS

AM: 08:00 AM - 09:00 AM
NOON: NONE
PM: 04:45 PM - 05:45 PM

COUNT PERIODS

AM: 7:00 AM - 09:00 AM
NOON: NONE
PM: 4:00 PM - 06:00 PM

CONTROL: Signalized

	AM	NOON	PM
TEV	1191	0	2126
PHF	0.93		0.96

SOUTHBOUND (Inglewood Ave)

	Left	Thru	Thru	Right	Total	
AM	0	591	11	0	476	AM
NOON	0	0	0	0	0	NOON
PM	0	1051	21	0	879	PM

EASTBOUND (135th St E)

	Left	Thru	Right	
AM	0	0	0	
NOON	0	0	0	
PM	0	0	0	

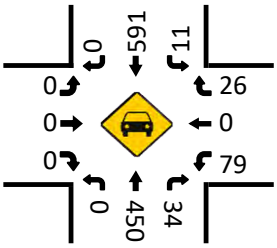
WESTBOUND (135th St E)

	Left	Thru	Right	
PM	23	0	26	
NOON	0	0	0	
AM	48	0	79	

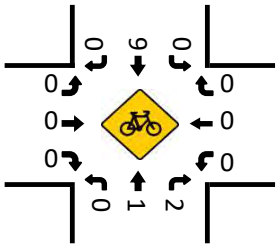
NORTHBOUND (Inglewood Ave)

	Left	Thru	Thru	Right	Total	
PM	1099	0	0	856	127	PM
NOON	0	0	0	0	0	NOON
AM	670	0	0	450	34	AM

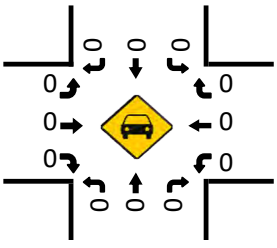
Totals (AM)



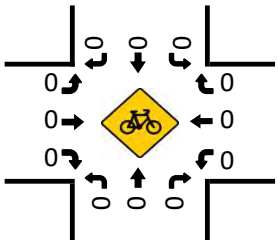
Total Bikes (AM)



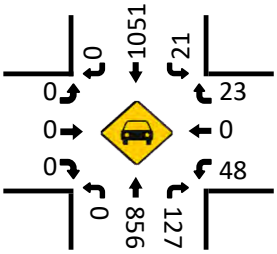
Totals (NOON)



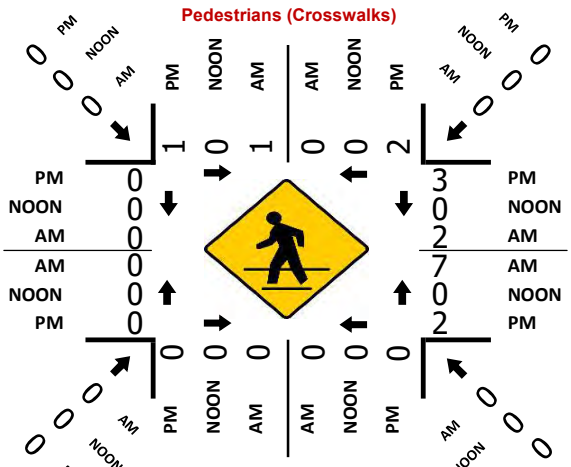
Total Bikes (NOON)



Totals (PM)



Pedestrians (Crosswalks)


PM
NOON
AM
0
1
0
1
0
0
2
3
0
2
7
0
2
0
0
0
0
0
0
0
0
0
0

Prepared by National Data & Surveying Services

VOLUME

Inglewood Ave Bet 133rd St & 134th St

Day: Tuesday
Date: 7/9/2024

City: Hawthorne
Project #: CA24_020226_001

DAILY TOTALS	NB	SB	EB	WB	Total
	9,974	11,645	0	0	21,619

DAILY TOTALS

15-Minutes Interval

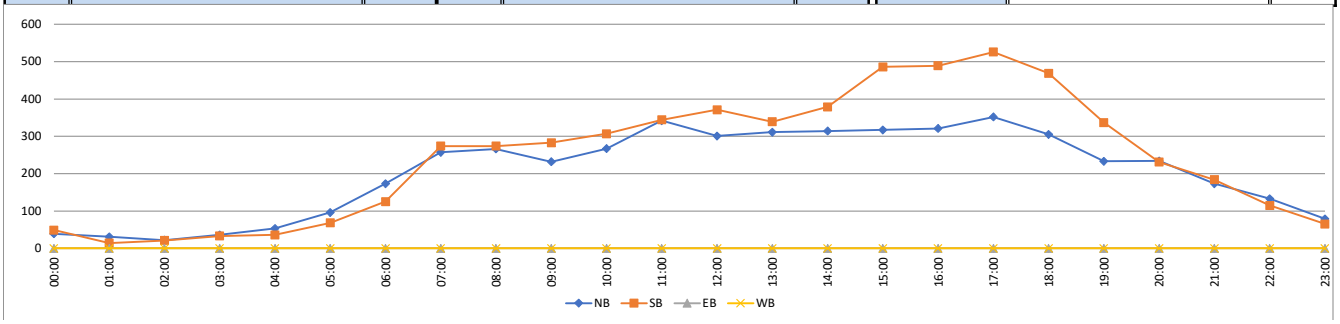
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	11	14			25	12:00	63	99			162
0:15	9	10			19	12:15	79	100			179
0:30	11	12			23	12:30	78	90			168
0:45	8	13			21	12:45	81	82			163
1:00	6	7			13	13:00	86	87			173
1:15	9	1			10	13:15	70	93			163
1:30	10	1			11	13:30	75	81			156
1:45	6	5			11	13:45	80	78			158
2:00	5	4			9	14:00	78	95			173
2:15	5	5			10	14:15	71	94			165
2:30	6	4			10	14:30	83	83			166
2:45	6	8			14	14:45	82	107			189
3:00	6	5			11	15:00	79	117			196
3:15	7	5			12	15:15	72	112			184
3:30	13	14			27	15:30	83	111			194
3:45	10	9			19	15:45	83	146			229
4:00	10	2			12	16:00	70	125			195
4:15	14	8			22	16:15	69	119			188
4:30	13	13			26	16:30	84	118			202
4:45	16	13			29	16:45	98	127			225
5:00	19	8			27	17:00	91	147			238
5:15	22	19			41	17:15	96	127			223
5:30	29	17			46	17:30	78	115			193
5:45	26	24			50	17:45	87	137			224
6:00	40	28			68	18:00	84	132			216
6:15	40	26			66	18:15	73	112			185
6:30	38	32			70	18:30	76	115			191
6:45	55	39			94	18:45	72	110			182
7:00	62	52			114	19:00	60	105			165
7:15	58	72			130	19:15	57	86			143
7:30	73	73			146	19:30	62	73			135
7:45	64	77			141	19:45	54	73			127
8:00	67	70			137	20:00	61	55			116
8:15	66	75			141	20:15	62	52			114
8:30	67	60			127	20:30	55	64			119
8:45	66	69			135	20:45	56	60			116
9:00	53	65			118	21:00	46	50			96
9:15	60	77			137	21:15	45	46			91
9:30	56	66			122	21:30	41	38			79
9:45	63	75			138	21:45	41	50			91
10:00	69	75			144	22:00	41	34			75
10:15	64	102			166	22:15	37	24			61
10:30	64	59			123	22:30	31	25			56
10:45	70	71			141	22:45	24	32			56
11:00	71	66			137	23:00	30	20			50
11:15	83	86			169	23:15	19	17			36
11:30	105	85			190	23:30	22	19			41
11:45	83	107			190	23:45	8	9			17
TOTALS	1814	1828	0	0	3642	TOTALS	3073	3991	0	0	7064
SPLIT %	50%	50%	0%	0%	34%	SPLIT %	44%	56%	0%	0%	66%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	39	49			88
01:00	02:00	31	14			45
02:00	03:00	22	21			43
03:00	04:00	36	33			69
04:00	05:00	53	36			89
05:00	06:00	96	68			164
06:00	07:00	173	125			298
07:00	08:00	257	274			531
08:00	09:00	266	274			540
09:00	10:00	232	283			515
10:00	11:00	267	307			574
11:00	12:00	342	344			686
12:00	13:00	301	371			672
13:00	14:00	311	339			650
14:00	15:00	314	379			693
15:00	16:00	317	486			803
16:00	17:00	321	489			810
17:00	18:00	352	526			878
18:00	19:00	305	469			774
19:00	20:00	233	337			570
20:00	21:00	234	231			465
21:00	22:00	173	184			357
22:00	23:00	133	115			248
23:00	00:00	79	65			144

STATISTICS

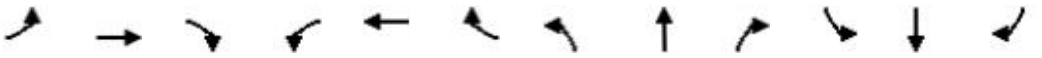
	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	1814	1828			3642
Peak Hour	11:00	11:00			11:00
Peak Volume	342	344			686
Peak Hour Factor	0.814	0.804			0.903
Peak Period	12:00	to	00:00		
Volume	3073	3991			7064
Peak Hour	16:30	17:00			16:30
Peak Volume	369	526			888
Peak Hour Factor	0.941	0.895			0.933
Peak Period	07:00	to	09:00		
Volume	523	548			1071
Peak Hour	7:30	7:30			7:30
Peak Volume	270	295			565
Peak Hour Factor	0.925	0.958			0.967
Peak Period	16:00	to	18:00		
Volume	673	1015			1688
Peak Hour	16:30	17:00			16:30
Peak Volume	369	526			888
Peak Hour Factor	0.941	0.895			0.933



Appendix C - LOS Worksheets

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

08/16/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	8	1	10	18	3	23	8	545	8	5	653	5
Future Volume (veh/h)	8	1	10	18	3	23	8	545	8	5	653	5
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	11	1	14	24	4	31	9	592	9	5	695	5
Peak Hour Factor	0.71	0.71	0.71	0.75	0.75	0.75	0.92	0.92	0.92	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	44	4	57	82	14	106	99	1164	535	94	1172	535
Arrive On Green	0.06	0.06	0.06	0.12	0.12	0.12	0.34	0.34	0.34	0.34	0.34	0.34
Sat Flow, veh/h	708	64	901	682	114	881	15	3449	1585	6	3473	1585
Grp Volume(v), veh/h	26	0	0	59	0	0	321	280	9	375	325	5
Grp Sat Flow(s),veh/h/ln	1673	0	0	1678	0	0	1847	1617	1585	1862	1617	1585
Q Serve(g_s), s	0.6	0.0	0.0	1.3	0.0	0.0	0.0	5.5	0.1	0.0	6.6	0.1
Cycle Q Clear(g_c), s	0.6	0.0	0.0	1.3	0.0	0.0	5.4	5.5	0.1	6.6	6.6	0.1
Prop In Lane	0.42		0.54	0.41		0.53	0.03		1.00	0.01		1.00
Lane Grp Cap(c), veh/h	105	0	0	202	0	0	717	545	535	720	545	535
V/C Ratio(X)	0.25	0.00	0.00	0.29	0.00	0.00	0.45	0.51	0.02	0.52	0.60	0.01
Avail Cap(c_a), veh/h	1013	0	0	931	0	0	2601	2243	2199	2651	2243	2199
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.7	0.0	0.0	15.9	0.0	0.0	10.5	10.5	8.8	10.9	10.9	8.7
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.8	0.0	0.0	0.4	0.7	0.0	0.6	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.0	0.5	0.0	0.0	1.7	1.5	0.0	2.1	1.9	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	18.9	0.0	0.0	16.7	0.0	0.0	10.9	11.3	8.8	11.5	11.9	8.7
LnGrp LOS	B			B			B	B	A	B	B	A
Approach Vol, veh/h		26			59			610			705	
Approach Delay, s/veh		18.9			16.7			11.1			11.7	
Approach LOS		B			B			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		20.4		10.8		20.4		8.5				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		7.5		3.3		8.6		2.6				
Green Ext Time (p_c), s		4.0		0.2		4.8		0.1				

Intersection Summary		
HCM 7th Control Delay, s/veh	11.7	
HCM 7th LOS	B	

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	17	10	569	662	9
Future Vol, veh/h	1	17	10	569	662	9
Conflicting Peds, #/hr	0	0	3	0	0	3
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	18	11	618	720	10

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1054	363	732	0	-	0
Stage 1	723	-	-	-	-	-
Stage 2	331	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	221	634	868	-	-	-
Stage 1	442	-	-	-	-	-
Stage 2	700	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	217	632	866	-	-	-
Mov Cap-2 Maneuver	217	-	-	-	-	-
Stage 1	434	-	-	-	-	-
Stage 2	698	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	11.52	0.29	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	62	-	571	-	-
HCM Lane V/C Ratio	0.013	-	0.034	-	-
HCM Control Delay (s/veh)	9.2	0.1	11.5	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	26	545	0	14	678
Future Vol, veh/h	10	26	545	0	14	678
Conflicting Peds, #/hr	0	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	73	73	91	91	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	36	599	0	15	737

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1001	302	0	0	602	0
Stage 1	602	-	-	-	-	-
Stage 2	399	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	239	694	-	-	972	-
Stage 1	510	-	-	-	-	-
Stage 2	647	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	234	692	-	-	969	-
Mov Cap-2 Maneuver	234	-	-	-	-	-
Stage 1	508	-	-	-	-	-
Stage 2	634	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.02	0	0.34
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	448	73	-
HCM Lane V/C Ratio	-	-	0.11	0.016	-
HCM Control Delay (s/veh)	-	-	14	8.8	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	5	9	3	548	668	8
Future Vol, veh/h	5	9	3	548	668	8
Conflicting Peds, #/hr	0	0	4	0	0	4
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	10	3	596	726	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1034	367	739	0	-	0
Stage 1	730	-	-	-	-	-
Stage 2	304	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	228	630	863	-	-	-
Stage 1	438	-	-	-	-	-
Stage 2	722	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	225	628	860	-	-	-
Mov Cap-2 Maneuver	225	-	-	-	-	-
Stage 1	434	-	-	-	-	-
Stage 2	719	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	14.79	0.09	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	20	-	383	-	-
HCM Lane V/C Ratio	0.004	-	0.04	-	-
HCM Control Delay (s/veh)	9.2	0	14.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	34	515	15	17	677
Future Vol, veh/h	11	34	515	15	17	677
Conflicting Peds, #/hr	0	0	0	8	8	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	77	77	92	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	44	560	16	18	728

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	968	288	0	0	584	0
Stage 1	568	-	-	-	-	-
Stage 2	401	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	251	709	-	-	987	-
Stage 1	531	-	-	-	-	-
Stage 2	645	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	244	703	-	-	979	-
Mov Cap-2 Maneuver	244	-	-	-	-	-
Stage 1	527	-	-	-	-	-
Stage 2	630	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	13.51	0	0.4
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	481	88	-
HCM Lane V/C Ratio	-	-	0.121	0.019	-
HCM Control Delay (s/veh)	-	-	13.5	8.7	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	90	30	515	39	13	676
Future Volume (veh/h)	90	30	515	39	13	676
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	150	50	548	41	14	735
Peak Hour Factor	0.60	0.60	0.94	0.94	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	173	58	2767	1234	57	2657
Arrive On Green	0.13	0.13	0.78	0.78	0.78	0.78
Sat Flow, veh/h	1290	430	3647	1585	33	3498
Grp Volume(v), veh/h	201	0	548	41	398	351
Grp Sat Flow(s),veh/h/ln	1728	0	1777	1585	1829	1617
Q Serve(g_s), s	13.7	0.0	4.8	0.7	0.0	7.4
Cycle Q Clear(g_c), s	13.7	0.0	4.8	0.7	7.2	7.4
Prop In Lane	0.75	0.25		1.00	0.04	
Lane Grp Cap(c), veh/h	231	0	2767	1234	1455	1259
V/C Ratio(X)	0.87	0.00	0.20	0.03	0.27	0.28
Avail Cap(c_a), veh/h	375	0	2767	1234	1455	1259
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.91	0.91	1.00	1.00
Uniform Delay (d), s/veh	50.9	0.0	3.5	3.0	3.7	3.8
Incr Delay (d2), s/veh	11.7	0.0	0.1	0.0	0.5	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.7	0.0	1.4	0.2	2.3	2.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	62.6	0.0	3.6	3.1	4.2	4.3
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	201		589			749
Approach Delay, s/veh	62.6		3.6			4.3
Approach LOS	E		A			A

Timer - Assigned Phs	2				6	8
Phs Duration (G+Y+Rc), s	98.9				98.9	21.1
Change Period (Y+Rc), s	5.5				5.5	5.0
Max Green Setting (Gmax), s	83.5				83.5	26.0
Max Q Clear Time (g_c+I1), s	6.8				9.4	15.7
Green Ext Time (p_c), s	4.2				5.3	0.4

Intersection Summary	
HCM 7th Control Delay, s/veh	11.6
HCM 7th LOS	B



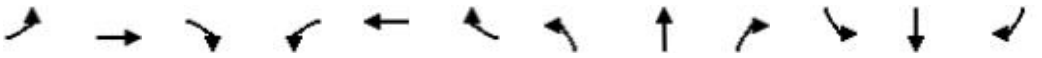
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	79	54	71	475	673	94
Future Volume (veh/h)	79	54	71	475	673	94
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	127	87	77	516	732	102
Peak Hour Factor	0.62	0.62	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	145	99	294	1954	2730	1218
Arrive On Green	0.14	0.14	0.77	0.77	1.00	1.00
Sat Flow, veh/h	1002	687	332	2629	3647	1585
Grp Volume(v), veh/h	215	0	268	325	732	102
Grp Sat Flow(s),veh/h/ln	1697	0	1259	1617	1777	1585
Q Serve(g_s), s	14.9	0.0	0.0	7.0	0.0	0.0
Cycle Q Clear(g_c), s	14.9	0.0	4.7	7.0	0.0	0.0
Prop In Lane	0.59	0.40	0.29			1.00
Lane Grp Cap(c), veh/h	245	0	1006	1242	2730	1218
V/C Ratio(X)	0.88	0.00	0.27	0.26	0.27	0.08
Avail Cap(c_a), veh/h	368	0	1006	1242	2730	1218
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.33	1.33
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.93	0.93
Uniform Delay (d), s/veh	50.3	0.0	3.8	4.0	0.0	0.0
Incr Delay (d2), s/veh	14.6	0.0	0.7	0.5	0.2	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.4	0.0	1.6	2.1	0.1	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	64.9	0.0	4.4	4.5	0.2	0.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	215			593	834	
Approach Delay, s/veh	64.9			4.5	0.2	
Approach LOS	E			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	97.7		22.3		97.7
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	9.0		16.9		2.0
Green Ext Time (p_c), s	4.6		0.4		6.3

Intersection Summary	
HCM 7th Control Delay, s/veh	10.2
HCM 7th LOS	B

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

08/16/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	16	3	23	29	2	21	9	898	38	24	1208	13
Future Volume (veh/h)	16	3	23	29	2	21	9	898	38	24	1208	13
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	23	4	32	39	3	28	10	976	41	26	1285	14
Peak Hour Factor	0.71	0.71	0.71	0.75	0.75	0.75	0.92	0.92	0.92	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	65	11	91	103	8	74	60	1745	803	71	1715	803
Arrive On Green	0.10	0.10	0.10	0.11	0.11	0.11	0.51	0.51	0.51	0.51	0.51	0.51
Sat Flow, veh/h	653	114	908	947	73	680	10	3444	1585	30	3386	1585
Grp Volume(v), veh/h	59	0	0	70	0	0	525	461	41	693	618	14
Grp Sat Flow(s),veh/h/ln	1674	0	0	1701	0	0	1837	1617	1585	1799	1617	1585
Q Serve(g_s), s	2.2	0.0	0.0	2.6	0.0	0.0	0.0	13.1	0.9	1.5	20.4	0.3
Cycle Q Clear(g_c), s	2.2	0.0	0.0	2.6	0.0	0.0	12.8	13.1	0.9	19.6	20.4	0.3
Prop In Lane	0.39		0.54	0.56		0.40	0.02		1.00	0.04		1.00
Lane Grp Cap(c), veh/h	167	0	0	185	0	0	986	819	803	967	819	803
V/C Ratio(X)	0.35	0.00	0.00	0.38	0.00	0.00	0.53	0.56	0.05	0.72	0.75	0.02
Avail Cap(c_a), veh/h	602	0	0	561	0	0	1544	1333	1307	1514	1333	1307
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.0	0.0	0.0	27.6	0.0	0.0	11.3	11.4	8.3	12.9	13.1	8.2
Incr Delay (d2), s/veh	1.3	0.0	0.0	1.3	0.0	0.0	0.4	0.6	0.0	1.0	1.4	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.0	0.0	1.1	0.0	0.0	4.5	4.0	0.3	6.9	6.4	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	29.3	0.0	0.0	28.9	0.0	0.0	11.7	12.0	8.4	13.9	14.6	8.2
LnGrp LOS	C			C			B	B	A	B	B	A
Approach Vol, veh/h		59			70			1027			1325	
Approach Delay, s/veh		29.3			28.9			11.7			14.2	
Approach LOS		C			C			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		40.8		13.3		40.8		12.6				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		15.1		4.6		22.4		4.2				
Green Ext Time (p_c), s		7.8		0.3		11.4		0.2				

Intersection Summary		
HCM 7th Control Delay, s/veh	13.9	
HCM 7th LOS	B	

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	9	27	12	946	1221	16
Future Vol, veh/h	9	27	12	946	1221	16
Conflicting Peds, #/hr	0	0	9	0	0	9
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	29	13	1028	1327	17

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1876	673	1354	0	-	0
Stage 1	1336	-	-	-	-	-
Stage 2	540	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	63	398	504	-	-	-
Stage 1	210	-	-	-	-	-
Stage 2	548	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	60	395	500	-	-	-
Mov Cap-2 Maneuver	60	-	-	-	-	-
Stage 1	200	-	-	-	-	-
Stage 2	543	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	33.59	0.59	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	45	-	164	-	-
HCM Lane V/C Ratio	0.026	-	0.238	-	-
HCM Control Delay (s/veh)	12.4	0.4	33.6	-	-
HCM Lane LOS	B	A	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	19	929	22	33	1246
Future Vol, veh/h	11	19	929	22	33	1246
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	73	73	91	91	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	26	1021	24	36	1354

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1770	510	0	0	1045	0
Stage 1	1021	-	-	-	-	-
Stage 2	749	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	75	508	-	-	661	-
Stage 1	309	-	-	-	-	-
Stage 2	428	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	68	508	-	-	661	-
Mov Cap-2 Maneuver	68	-	-	-	-	-
Stage 1	309	-	-	-	-	-
Stage 2	391	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	37.61	0	1.14
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	151	93	-
HCM Lane V/C Ratio	-	-	0.273	0.054	-
HCM Control Delay (s/veh)	-	-	37.6	10.8	0.9
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	1	0.2	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	16	12	947	1212	16
Future Vol, veh/h	3	16	12	947	1212	16
Conflicting Peds, #/hr	0	0	14	0	0	14
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	17	13	1029	1317	17

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1872	673	1349	0	-	0
Stage 1	1331	-	-	-	-	-
Stage 2	541	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	64	398	506	-	-	-
Stage 1	211	-	-	-	-	-
Stage 2	548	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	60	393	500	-	-	-
Mov Cap-2 Maneuver	60	-	-	-	-	-
Stage 1	201	-	-	-	-	-
Stage 2	540	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	24.14	0.59	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	45	-	209	-	-
HCM Lane V/C Ratio	0.026	-	0.099	-	-
HCM Control Delay (s/veh)	12.4	0.4	24.1	-	-
HCM Lane LOS	B	A	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	7	18	930	35	38	1227
Future Vol, veh/h	7	18	930	35	38	1227
Conflicting Peds, #/hr	0	0	0	7	7	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	77	77	92	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	23	1011	38	41	1319

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1759	512	0	0	1056	0
Stage 1	1018	-	-	-	-	-
Stage 2	741	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	76	507	-	-	655	-
Stage 1	310	-	-	-	-	-
Stage 2	432	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	68	503	-	-	651	-
Mov Cap-2 Maneuver	68	-	-	-	-	-
Stage 1	308	-	-	-	-	-
Stage 2	389	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	29.38	0	1.31
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	180	108	-
HCM Lane V/C Ratio	-	-	0.181	0.063	-
HCM Control Delay (s/veh)	-	-	29.4	10.9	1
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.6	0.2	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	55	26	979	145	24	1202
Future Volume (veh/h)	55	26	979	145	24	1202
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	92	43	1041	154	26	1307
Peak Hour Factor	0.60	0.60	0.94	0.94	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	111	52	2902	1294	60	2731
Arrive On Green	0.10	0.10	1.00	1.00	0.82	0.82
Sat Flow, veh/h	1160	542	3647	1585	36	3430
Grp Volume(v), veh/h	136	0	1041	154	698	635
Grp Sat Flow(s),veh/h/ln	1715	0	1777	1585	1764	1617
Q Serve(g_s), s	9.3	0.0	0.0	0.0	0.0	14.2
Cycle Q Clear(g_c), s	9.3	0.0	0.0	0.0	13.1	14.2
Prop In Lane	0.68	0.32		1.00	0.04	
Lane Grp Cap(c), veh/h	165	0	2902	1294	1471	1320
V/C Ratio(X)	0.83	0.00	0.36	0.12	0.47	0.48
Avail Cap(c_a), veh/h	372	0	2902	1294	1471	1320
HCM Platoon Ratio	1.00	1.00	1.33	1.33	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.31	0.31	1.00	1.00
Uniform Delay (d), s/veh	53.3	0.0	0.0	0.0	3.2	3.3
Incr Delay (d2), s/veh	10.0	0.0	0.1	0.1	1.1	1.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.5	0.0	0.0	0.0	3.8	3.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	63.2	0.0	0.1	0.1	4.3	4.6
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	136		1195			1333
Approach Delay, s/veh	63.2		0.1			4.4
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	103.5			103.5	16.5
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	2.0			16.2	11.3
Green Ext Time (p_c), s	10.5			13.6	0.3

Intersection Summary	
HCM 7th Control Delay, s/veh	5.5
HCM 7th LOS	A



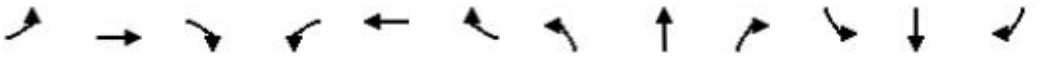
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	231	156	24	867	1231	53
Future Volume (veh/h)	231	156	24	867	1231	53
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	373	252	26	942	1338	58
Peak Hour Factor	0.62	0.62	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	219	148	67	2257	2473	1103
Arrive On Green	0.22	0.22	0.70	0.70	1.00	1.00
Sat Flow, veh/h	1011	683	50	3329	3647	1585
Grp Volume(v), veh/h	626	0	493	475	1338	58
Grp Sat Flow(s),veh/h/ln	1697	0	1677	1617	1777	1585
Q Serve(g_s), s	26.0	0.0	0.0	15.2	0.0	0.0
Cycle Q Clear(g_c), s	26.0	0.0	13.1	15.2	0.0	0.0
Prop In Lane	0.60	0.40	0.05			1.00
Lane Grp Cap(c), veh/h	368	0	1198	1125	2473	1103
V/C Ratio(X)	1.70	0.00	0.41	0.42	0.54	0.05
Avail Cap(c_a), veh/h	368	0	1198	1125	2473	1103
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.83	0.83
Uniform Delay (d), s/veh	47.0	0.0	7.5	7.9	0.0	0.0
Incr Delay (d2), s/veh	327.7	0.0	1.0	1.2	0.7	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	44.5	0.0	5.0	5.1	0.2	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	374.7	0.0	8.6	9.0	0.7	0.1
LnGrp LOS	F		A	A	A	A
Approach Vol, veh/h	626			968	1396	
Approach Delay, s/veh	374.7			8.8	0.7	
Approach LOS	F			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	89.0		31.0		89.0
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	17.2		28.0		2.0
Green Ext Time (p_c), s	8.2		0.0		15.4

Intersection Summary	
HCM 7th Control Delay, s/veh	81.6
HCM 7th LOS	F

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

08/16/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	2	12	19	7	24	9	573	9	6	683	9
Future Volume (veh/h)	10	2	12	19	7	24	9	573	9	6	683	9
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	11	2	13	21	8	26	10	623	10	7	742	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	45	8	53	74	28	91	97	1223	563	93	1231	563
Arrive On Green	0.06	0.06	0.06	0.11	0.11	0.11	0.36	0.36	0.36	0.36	0.36	0.36
Sat Flow, veh/h	712	129	842	647	246	801	16	3445	1585	9	3467	1585
Grp Volume(v), veh/h	26	0	0	55	0	0	338	295	10	401	348	10
Grp Sat Flow(s),veh/h/ln	1683	0	0	1694	0	0	1844	1617	1585	1859	1617	1585
Q Serve(g_s), s	0.6	0.0	0.0	1.2	0.0	0.0	0.0	5.8	0.2	0.0	7.2	0.2
Cycle Q Clear(g_c), s	0.6	0.0	0.0	1.2	0.0	0.0	5.8	5.8	0.2	7.1	7.2	0.2
Prop In Lane	0.42		0.50	0.38		0.47	0.03		1.00	0.02		1.00
Lane Grp Cap(c), veh/h	105	0	0	193	0	0	746	574	563	750	574	563
V/C Ratio(X)	0.25	0.00	0.00	0.29	0.00	0.00	0.45	0.51	0.02	0.53	0.61	0.02
Avail Cap(c_a), veh/h	996	0	0	919	0	0	2532	2193	2149	2579	2193	2149
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.1	0.0	0.0	16.5	0.0	0.0	10.3	10.3	8.5	10.7	10.7	8.5
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.8	0.0	0.0	0.4	0.7	0.0	0.6	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.0	0.5	0.0	0.0	1.8	1.6	0.0	2.2	2.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.3	0.0	0.0	17.3	0.0	0.0	10.7	11.0	8.5	11.3	11.8	8.5
LnGrp LOS	B			B			B	B	A	B	B	A
Approach Vol, veh/h		26			55			643			759	
Approach Delay, s/veh		19.3			17.3			10.8			11.5	
Approach LOS		B			B			B			B	

Timer - Assigned Phs	2	4	6	8
Phs Duration (G+Y+Rc), s	21.4	10.6	21.4	8.5
Change Period (Y+Rc), s	7.0	6.0	7.0	6.0
Max Green Setting (Gmax), s	55.0	22.0	55.0	24.0
Max Q Clear Time (g_c+I1), s	7.8	3.2	9.2	2.6
Green Ext Time (p_c), s	4.3	0.2	5.2	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	11.6
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	19	11	597	692	11
Future Vol, veh/h	3	19	11	597	692	11
Conflicting Peds, #/hr	0	0	3	0	0	3
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	21	12	649	752	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1104	379	767	0	-	0
Stage 1	755	-	-	-	-	-
Stage 2	348	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	205	619	842	-	-	-
Stage 1	425	-	-	-	-	-
Stage 2	686	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	201	617	840	-	-	-
Mov Cap-2 Maneuver	201	-	-	-	-	-
Stage 1	416	-	-	-	-	-
Stage 2	684	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	12.88	0.32	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	65	-	481	-	-
HCM Lane V/C Ratio	0.014	-	0.05	-	-
HCM Control Delay (s/veh)	9.3	0.2	12.9	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	31	573	0	15	709
Future Vol, veh/h	11	31	573	0	15	709
Conflicting Peds, #/hr	0	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	34	623	0	16	771

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1044	314	0	0	626	0
Stage 1	626	-	-	-	-	-
Stage 2	418	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	225	681	-	-	952	-
Stage 1	495	-	-	-	-	-
Stage 2	632	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	219	679	-	-	949	-
Mov Cap-2 Maneuver	219	-	-	-	-	-
Stage 1	494	-	-	-	-	-
Stage 2	619	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.17	0	0.37
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	438	75	-
HCM Lane V/C Ratio	-	-	0.104	0.017	-
HCM Control Delay (s/veh)	-	-	14.2	8.9	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0.1	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	11	4	576	698	12
Future Vol, veh/h	7	11	4	576	698	12
Conflicting Peds, #/hr	0	0	4	0	0	4
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	12	4	626	759	13

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1084	383	776	0	-	0
Stage 1	763	-	-	-	-	-
Stage 2	322	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	211	615	836	-	-	-
Stage 1	421	-	-	-	-	-
Stage 2	707	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	208	612	833	-	-	-
Mov Cap-2 Maneuver	208	-	-	-	-	-
Stage 1	417	-	-	-	-	-
Stage 2	705	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	15.92	0.12	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	25	-	349	-	-
HCM Lane V/C Ratio	0.005	-	0.056	-	-
HCM Control Delay (s/veh)	9.3	0.1	15.9	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	35	542	16	18	708
Future Vol, veh/h	12	35	542	16	18	708
Conflicting Peds, #/hr	0	0	0	8	8	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	38	589	17	20	770

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1021	303	0	0	615	0
Stage 1	597	-	-	-	-	-
Stage 2	424	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	232	693	-	-	961	-
Stage 1	513	-	-	-	-	-
Stage 2	628	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	225	688	-	-	954	-
Mov Cap-2 Maneuver	225	-	-	-	-	-
Stage 1	509	-	-	-	-	-
Stage 2	612	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.01	0	0.43
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	451	89	-
HCM Lane V/C Ratio	-	-	0.113	0.021	-
HCM Control Delay (s/veh)	-	-	14	8.9	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	92	31	543	40	14	708
Future Volume (veh/h)	92	31	543	40	14	708
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	100	34	590	43	15	770
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	121	41	2906	1296	60	2784
Arrive On Green	0.09	0.09	0.82	0.82	0.82	0.82
Sat Flow, veh/h	1280	435	3647	1585	35	3490
Grp Volume(v), veh/h	135	0	590	43	416	369
Grp Sat Flow(s),veh/h/ln	1728	0	1777	1585	1823	1617
Q Serve(g_s), s	9.2	0.0	4.4	0.6	0.0	6.5
Cycle Q Clear(g_c), s	9.2	0.0	4.4	0.6	6.3	6.5
Prop In Lane	0.74	0.25		1.00	0.04	
Lane Grp Cap(c), veh/h	164	0	2906	1296	1522	1322
V/C Ratio(X)	0.82	0.00	0.20	0.03	0.27	0.28
Avail Cap(c_a), veh/h	374	0	2906	1296	1522	1322
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.94	0.94	1.00	1.00
Uniform Delay (d), s/veh	53.3	0.0	2.4	2.0	2.6	2.6
Incr Delay (d2), s/veh	9.9	0.0	0.1	0.0	0.4	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.5	0.0	1.1	0.1	1.8	1.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	63.2	0.0	2.5	2.1	3.0	3.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	135		633			785
Approach Delay, s/veh	63.2		2.5			3.1
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	103.6			103.6	16.4
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	6.4			8.5	11.2
Green Ext Time (p_c), s	4.6			5.6	0.3

Intersection Summary	
HCM 7th Control Delay, s/veh	8.1
HCM 7th LOS	A



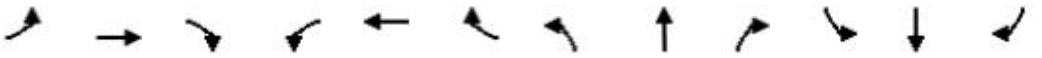
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	82	57	73	502	704	100
Future Volume (veh/h)	82	57	73	502	704	100
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	89	62	79	546	765	109
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	106	74	299	2043	2863	1277
Arrive On Green	0.11	0.11	0.81	0.81	1.00	1.00
Sat Flow, veh/h	993	692	323	2620	3647	1585
Grp Volume(v), veh/h	152	0	280	345	765	109
Grp Sat Flow(s),veh/h/ln	1696	0	1241	1617	1777	1585
Q Serve(g_s), s	10.6	0.0	0.0	6.3	0.0	0.0
Cycle Q Clear(g_c), s	10.6	0.0	4.1	6.3	0.0	0.0
Prop In Lane	0.59	0.41	0.28			1.00
Lane Grp Cap(c), veh/h	181	0	1038	1303	2863	1277
V/C Ratio(X)	0.84	0.00	0.27	0.27	0.27	0.09
Avail Cap(c_a), veh/h	368	0	1038	1303	2863	1277
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.33	1.33
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.95	0.95
Uniform Delay (d), s/veh	52.6	0.0	2.7	2.9	0.0	0.0
Incr Delay (d2), s/veh	9.9	0.0	0.6	0.5	0.2	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.0	0.0	1.3	1.7	0.1	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	62.5	0.0	3.3	3.4	0.2	0.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	152			625	874	
Approach Delay, s/veh	62.5			3.3	0.2	
Approach LOS	E			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	102.2		17.8		102.2
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	8.3		12.6		2.0
Green Ext Time (p_c), s	4.9		0.3		6.7

Intersection Summary		
HCM 7th Control Delay, s/veh	7.1	
HCM 7th LOS	A	

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

08/16/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	19	4	26	30	7	22	10	939	39	25	1256	18
Future Volume (veh/h)	19	4	26	30	7	22	10	939	39	25	1256	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	21	4	28	33	8	24	11	1021	42	27	1365	20
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	61	12	82	90	22	65	59	1818	839	70	1789	839
Arrive On Green	0.09	0.09	0.09	0.10	0.10	0.10	0.53	0.53	0.53	0.53	0.53	0.53
Sat Flow, veh/h	665	127	886	870	211	633	11	3436	1585	30	3382	1585
Grp Volume(v), veh/h	53	0	0	65	0	0	548	484	42	736	656	20
Grp Sat Flow(s),veh/h/ln	1678	0	0	1713	0	0	1830	1617	1585	1795	1617	1585
Q Serve(g_s), s	2.0	0.0	0.0	2.4	0.0	0.0	0.0	13.9	0.9	2.3	22.2	0.4
Cycle Q Clear(g_c), s	2.0	0.0	0.0	2.4	0.0	0.0	13.5	13.9	0.9	21.4	22.2	0.4
Prop In Lane	0.40		0.53	0.51		0.37	0.02		1.00	0.04		1.00
Lane Grp Cap(c), veh/h	155	0	0	177	0	0	1021	855	839	1003	855	839
V/C Ratio(X)	0.34	0.00	0.00	0.37	0.00	0.00	0.54	0.57	0.05	0.73	0.77	0.02
Avail Cap(c_a), veh/h	583	0	0	546	0	0	1487	1289	1263	1462	1289	1263
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	29.3	0.0	0.0	28.8	0.0	0.0	10.8	10.9	7.9	12.6	12.9	7.8
Incr Delay (d2), s/veh	1.3	0.0	0.0	1.3	0.0	0.0	0.4	0.6	0.0	1.1	1.6	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.0	0.0	1.0	0.0	0.0	4.7	4.2	0.3	7.5	6.9	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	30.6	0.0	0.0	30.1	0.0	0.0	11.3	11.5	7.9	13.7	14.5	7.8
LnGrp LOS	C			C			B	B	A	B	B	A
Approach Vol, veh/h		53			65			1074			1412	
Approach Delay, s/veh		30.6			30.1			11.2			14.0	
Approach LOS		C			C			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		43.5		13.1		43.5		12.4				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		15.9		4.4		24.2		4.0				
Green Ext Time (p_c), s		8.4		0.2		12.3		0.2				

Intersection Summary												
HCM 7th Control Delay, s/veh			13.6									
HCM 7th LOS			B									

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	30	13	989	1270	19
Future Vol, veh/h	12	30	13	989	1270	19
Conflicting Peds, #/hr	0	0	9	0	0	9
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	33	14	1075	1380	21

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1955	699	1410	0	-	0
Stage 1	1389	-	-	-	-	-
Stage 2	566	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	56	382	480	-	-	-
Stage 1	196	-	-	-	-	-
Stage 2	532	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	53	379	476	-	-	-
Mov Cap-2 Maneuver	53	-	-	-	-	-
Stage 1	186	-	-	-	-	-
Stage 2	527	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	44.01	0.69	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	47	-	137	-	-
HCM Lane V/C Ratio	0.03	-	0.334	-	-
HCM Control Delay (s/veh)	12.8	0.5	44	-	-
HCM Lane LOS	B	A	E	-	-
HCM 95th %tile Q(veh)	0.1	-	1.3	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	25	971	23	34	1295
Future Vol, veh/h	12	25	971	23	34	1295
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	27	1055	25	37	1408

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1833	528	0	0	1080	0
Stage 1	1055	-	-	-	-	-
Stage 2	778	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	68	495	-	-	641	-
Stage 1	296	-	-	-	-	-
Stage 2	414	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	61	495	-	-	641	-
Mov Cap-2 Maneuver	61	-	-	-	-	-
Stage 1	296	-	-	-	-	-
Stage 2	374	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	37.57	0	1.24
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	150	92	-
HCM Lane V/C Ratio	-	-	0.268	0.058	-
HCM Control Delay (s/veh)	-	-	37.6	11	1
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	1	0.2	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	19	13	990	1260	21
Future Vol, veh/h	6	19	13	990	1260	21
Conflicting Peds, #/hr	0	0	14	0	0	14
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	21	14	1076	1370	23

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1950	699	1406	0	-	0
Stage 1	1384	-	-	-	-	-
Stage 2	566	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	56	382	481	-	-	-
Stage 1	198	-	-	-	-	-
Stage 2	531	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	53	377	475	-	-	-
Mov Cap-2 Maneuver	53	-	-	-	-	-
Stage 1	187	-	-	-	-	-
Stage 2	524	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	33.79	0.69	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	47	-	152	-	-
HCM Lane V/C Ratio	0.03	-	0.179	-	-
HCM Control Delay (s/veh)	12.8	0.5	33.8	-	-
HCM Lane LOS	B	A	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.6	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	8	19	972	36	39	1276
Future Vol, veh/h	8	19	972	36	39	1276
Conflicting Peds, #/hr	0	0	0	7	7	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	21	1057	39	42	1387

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1842	535	0	0	1103	0
Stage 1	1064	-	-	-	-	-
Stage 2	778	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	67	490	-	-	629	-
Stage 1	293	-	-	-	-	-
Stage 2	413	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	59	486	-	-	625	-
Mov Cap-2 Maneuver	59	-	-	-	-	-
Stage 1	291	-	-	-	-	-
Stage 2	368	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	33.71	0	1.46
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	154	107	-
HCM Lane V/C Ratio	-	-	0.19	0.068	-
HCM Control Delay (s/veh)	-	-	33.7	11.2	1.2
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.7	0.2	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	57	27	1024	149	25	1252
Future Volume (veh/h)	57	27	1024	149	25	1252
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	62	29	1113	162	27	1361
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	78	37	3002	1339	61	2815
Arrive On Green	0.07	0.07	1.00	1.00	0.84	0.84
Sat Flow, veh/h	1156	541	3647	1585	36	3418
Grp Volume(v), veh/h	92	0	1113	162	726	662
Grp Sat Flow(s),veh/h/ln	1715	0	1777	1585	1752	1617
Q Serve(g_s), s	6.3	0.0	0.0	0.0	0.0	12.9
Cycle Q Clear(g_c), s	6.3	0.0	0.0	0.0	11.8	12.9
Prop In Lane	0.67	0.32		1.00	0.04	
Lane Grp Cap(c), veh/h	116	0	3002	1339	1511	1366
V/C Ratio(X)	0.79	0.00	0.37	0.12	0.48	0.48
Avail Cap(c_a), veh/h	372	0	3002	1339	1511	1366
HCM Platoon Ratio	1.00	1.00	1.33	1.33	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.69	0.69	1.00	1.00
Uniform Delay (d), s/veh	55.1	0.0	0.0	0.0	2.4	2.5
Incr Delay (d2), s/veh	11.3	0.0	0.2	0.1	1.1	1.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.1	0.0	0.1	0.0	2.9	2.8
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	66.4	0.0	0.2	0.1	3.5	3.7
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	92		1275			1388
Approach Delay, s/veh	66.4		0.2			3.6
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	106.9			106.9	13.1
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	2.0			14.9	8.3
Green Ext Time (p_c), s	11.8			14.8	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	4.1
HCM 7th LOS	A



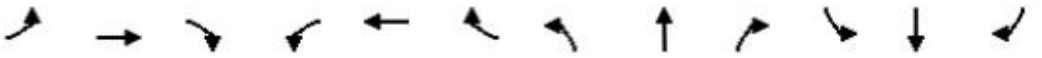
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	239	162	25	910	1282	59
Future Volume (veh/h)	239	162	25	910	1282	59
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	260	176	27	989	1393	64
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	219	148	66	2251	2473	1103
Arrive On Green	0.22	0.22	0.70	0.70	1.00	1.00
Sat Flow, veh/h	1010	683	49	3320	3647	1585
Grp Volume(v), veh/h	437	0	516	500	1393	64
Grp Sat Flow(s),veh/h/ln	1697	0	1667	1617	1777	1585
Q Serve(g_s), s	26.0	0.0	0.0	16.3	0.0	0.0
Cycle Q Clear(g_c), s	26.0	0.0	13.9	16.3	0.0	0.0
Prop In Lane	0.59	0.40	0.05			1.00
Lane Grp Cap(c), veh/h	368	0	1192	1125	2473	1103
V/C Ratio(X)	1.19	0.00	0.43	0.44	0.56	0.06
Avail Cap(c_a), veh/h	368	0	1192	1125	2473	1103
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.83	0.83
Uniform Delay (d), s/veh	47.0	0.0	7.7	8.0	0.0	0.0
Incr Delay (d2), s/veh	108.9	0.0	1.1	1.3	0.8	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	22.1	0.0	5.4	5.5	0.3	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	155.9	0.0	8.8	9.3	0.8	0.1
LnGrp LOS	F		A	A	A	A
Approach Vol, veh/h	437			1016	1457	
Approach Delay, s/veh	155.9			9.1	0.7	
Approach LOS	F			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	89.0		31.0		89.0
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	18.3		28.0		2.0
Green Ext Time (p_c), s	8.8		0.0		16.6

Intersection Summary	
HCM 7th Control Delay, s/veh	27.0
HCM 7th LOS	C

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

08/16/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	8	1	10	18	3	23	8	566	8	5	677	5
Future Volume (veh/h)	8	1	10	18	3	23	8	566	8	5	677	5
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	11	1	14	24	4	31	9	615	9	5	720	5
Peak Hour Factor	0.71	0.71	0.71	0.75	0.75	0.75	0.92	0.92	0.92	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	44	4	56	82	14	106	97	1192	548	93	1200	548
Arrive On Green	0.06	0.06	0.06	0.12	0.12	0.12	0.35	0.35	0.35	0.35	0.35	0.35
Sat Flow, veh/h	708	64	901	682	114	881	15	3450	1585	6	3474	1585
Grp Volume(v), veh/h	26	0	0	59	0	0	334	290	9	388	337	5
Grp Sat Flow(s),veh/h/ln	1673	0	0	1678	0	0	1848	1617	1585	1862	1617	1585
Q Serve(g_s), s	0.6	0.0	0.0	1.3	0.0	0.0	0.0	5.8	0.2	0.0	6.9	0.1
Cycle Q Clear(g_c), s	0.6	0.0	0.0	1.3	0.0	0.0	5.7	5.8	0.2	6.9	6.9	0.1
Prop In Lane	0.42		0.54	0.41		0.53	0.03		1.00	0.01		1.00
Lane Grp Cap(c), veh/h	105	0	0	201	0	0	730	559	548	734	559	548
V/C Ratio(X)	0.25	0.00	0.00	0.29	0.00	0.00	0.46	0.52	0.02	0.53	0.60	0.01
Avail Cap(c_a), veh/h	997	0	0	917	0	0	2561	2209	2165	2610	2209	2165
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.0	0.0	0.0	16.2	0.0	0.0	10.5	10.5	8.7	10.9	10.9	8.7
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.8	0.0	0.0	0.4	0.8	0.0	0.6	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.0	0.5	0.0	0.0	1.8	1.6	0.0	2.2	1.9	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.2	0.0	0.0	17.0	0.0	0.0	10.9	11.3	8.7	11.5	11.9	8.7
LnGrp LOS	B			B			B	B	A	B	B	A
Approach Vol, veh/h		26			59			633			730	
Approach Delay, s/veh		19.2			17.0			11.1			11.7	
Approach LOS		B			B			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		20.9		10.8		20.9		8.5				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		7.8		3.3		8.9		2.6				
Green Ext Time (p_c), s		4.2		0.2		5.0		0.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			11.8									
HCM 7th LOS			B									

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	17	10	590	686	9
Future Vol, veh/h	1	17	10	590	686	9
Conflicting Peds, #/hr	0	0	3	0	0	3
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	18	11	641	746	10

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1091	376	758	0	-	0
Stage 1	749	-	-	-	-	-
Stage 2	342	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	209	622	849	-	-	-
Stage 1	428	-	-	-	-	-
Stage 2	691	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	205	620	846	-	-	-
Mov Cap-2 Maneuver	205	-	-	-	-	-
Stage 1	420	-	-	-	-	-
Stage 2	689	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	11.7	0.29	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	60	-	557	-	-
HCM Lane V/C Ratio	0.013	-	0.035	-	-
HCM Control Delay (s/veh)	9.3	0.1	11.7	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	30	561	0	29	687
Future Vol, veh/h	10	30	561	0	29	687
Conflicting Peds, #/hr	0	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	73	73	91	91	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	41	616	0	32	747

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1056	311	0	0	619	0
Stage 1	619	-	-	-	-	-
Stage 2	436	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	221	685	-	-	957	-
Stage 1	499	-	-	-	-	-
Stage 2	619	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	211	683	-	-	954	-
Mov Cap-2 Maneuver	211	-	-	-	-	-
Stage 1	498	-	-	-	-	-
Stage 2	593	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.4	0	0.69
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	438	146	-
HCM Lane V/C Ratio	-	-	0.125	0.033	-
HCM Control Delay (s/veh)	-	-	14.4	8.9	0.3
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	5	9	3	564	677	8
Future Vol, veh/h	5	9	3	564	677	8
Conflicting Peds, #/hr	0	0	4	0	0	4
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	10	3	613	736	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1053	372	749	0	-	0
Stage 1	740	-	-	-	-	-
Stage 2	313	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	222	625	856	-	-	-
Stage 1	433	-	-	-	-	-
Stage 2	714	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	219	623	853	-	-	-
Mov Cap-2 Maneuver	219	-	-	-	-	-
Stage 1	429	-	-	-	-	-
Stage 2	712	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	14.99	0.09	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	19	-	375	-	-
HCM Lane V/C Ratio	0.004	-	0.041	-	-
HCM Control Delay (s/veh)	9.2	0	15	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	13	34	524	21	17	691
Future Vol, veh/h	13	34	524	21	17	691
Conflicting Peds, #/hr	0	0	0	8	8	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	77	77	92	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	44	570	23	18	743

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	986	293	0	0	600	0
Stage 1	578	-	-	-	-	-
Stage 2	408	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	245	704	-	-	973	-
Stage 1	524	-	-	-	-	-
Stage 2	640	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	237	698	-	-	965	-
Mov Cap-2 Maneuver	237	-	-	-	-	-
Stage 1	520	-	-	-	-	-
Stage 2	625	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.15	0	0.41
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	454	86	-
HCM Lane V/C Ratio	-	-	0.134	0.019	-
HCM Control Delay (s/veh)	-	-	14.2	8.8	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.5	0.1	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	90	30	530	39	13	692
Future Volume (veh/h)	90	30	530	39	13	692
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	150	50	564	41	14	752
Peak Hour Factor	0.60	0.60	0.94	0.94	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	173	58	2767	1234	56	2658
Arrive On Green	0.13	0.13	0.78	0.78	0.78	0.78
Sat Flow, veh/h	1290	430	3647	1585	32	3499
Grp Volume(v), veh/h	201	0	564	41	407	359
Grp Sat Flow(s),veh/h/ln	1728	0	1777	1585	1829	1617
Q Serve(g_s), s	13.7	0.0	5.0	0.7	0.0	7.6
Cycle Q Clear(g_c), s	13.7	0.0	5.0	0.7	7.4	7.6
Prop In Lane	0.75	0.25		1.00	0.03	
Lane Grp Cap(c), veh/h	231	0	2767	1234	1455	1259
V/C Ratio(X)	0.87	0.00	0.20	0.03	0.28	0.29
Avail Cap(c_a), veh/h	375	0	2767	1234	1455	1259
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.91	0.91	1.00	1.00
Uniform Delay (d), s/veh	50.9	0.0	3.5	3.0	3.8	3.8
Incr Delay (d2), s/veh	11.7	0.0	0.2	0.0	0.5	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.7	0.0	1.5	0.2	2.4	2.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	62.6	0.0	3.6	3.1	4.2	4.4
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	201		605			766
Approach Delay, s/veh	62.6		3.6			4.3
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	98.9			98.9	21.1
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	7.0			9.6	15.7
Green Ext Time (p_c), s	4.4			5.5	0.4

Intersection Summary	
HCM 7th Control Delay, s/veh	11.5
HCM 7th LOS	B



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	79	54	71	490	689	94
Future Volume (veh/h)	79	54	71	490	689	94
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	127	87	77	533	749	102
Peak Hour Factor	0.62	0.62	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	145	99	286	1963	2730	1218
Arrive On Green	0.14	0.14	0.77	0.77	1.00	1.00
Sat Flow, veh/h	1002	687	323	2640	3647	1585
Grp Volume(v), veh/h	215	0	276	334	749	102
Grp Sat Flow(s),veh/h/ln	1697	0	1261	1617	1777	1585
Q Serve(g_s), s	14.9	0.0	0.0	7.2	0.0	0.0
Cycle Q Clear(g_c), s	14.9	0.0	4.8	7.2	0.0	0.0
Prop In Lane	0.59	0.40	0.28			1.00
Lane Grp Cap(c), veh/h	245	0	1007	1242	2730	1218
V/C Ratio(X)	0.88	0.00	0.27	0.27	0.27	0.08
Avail Cap(c_a), veh/h	368	0	1007	1242	2730	1218
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.33	1.33
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.93	0.93
Uniform Delay (d), s/veh	50.3	0.0	3.8	4.1	0.0	0.0
Incr Delay (d2), s/veh	14.6	0.0	0.7	0.5	0.2	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.4	0.0	1.7	2.1	0.1	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	64.9	0.0	4.5	4.6	0.2	0.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	215			610	851	
Approach Delay, s/veh	64.9			4.5	0.2	
Approach LOS	E			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	97.7		22.3		97.7
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	9.2		16.9		2.0
Green Ext Time (p_c), s	4.8		0.4		6.4

Intersection Summary		
HCM 7th Control Delay, s/veh	10.1	
HCM 7th LOS	B	

Intersection	
Int Delay, s/veh	0.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	14	15	2	36	4	2
Future Vol, veh/h	14	15	2	36	4	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	16	2	39	4	2

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	32	0	67	23
Stage 1	-	-	-	-	23	-
Stage 2	-	-	-	-	43	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1581	-	938	1053
Stage 1	-	-	-	-	999	-
Stage 2	-	-	-	-	979	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1581	-	937	1053
Mov Cap-2 Maneuver	-	-	-	-	937	-
Stage 1	-	-	-	-	999	-
Stage 2	-	-	-	-	978	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.38	8.73
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	973	-	-	95	-
HCM Lane V/C Ratio	0.007	-	-	0.001	-
HCM Control Delay (s/veh)	8.7	-	-	7.3	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	14	16	551	9	9	668
Future Vol, veh/h	14	16	551	9	9	668
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	17	599	10	10	726

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	986	304	0	0	609	0
Stage 1	604	-	-	-	-	-
Stage 2	383	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	245	692	-	-	966	-
Stage 1	508	-	-	-	-	-
Stage 2	659	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	242	692	-	-	966	-
Mov Cap-2 Maneuver	242	-	-	-	-	-
Stage 1	508	-	-	-	-	-
Stage 2	651	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	15.67	0	0.22
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	370	48	-
HCM Lane V/C Ratio	-	-	0.088	0.01	-
HCM Control Delay (s/veh)	-	-	15.7	8.8	0.1
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	32	45	2	3	2
Future Vol, veh/h	6	32	45	2	3	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	35	49	2	3	2

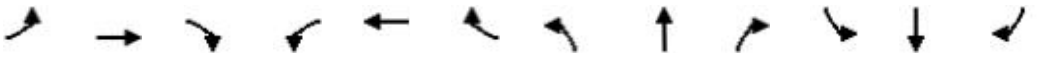
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	51	0	-	0	98	50
Stage 1	-	-	-	-	50	-
Stage 2	-	-	-	-	48	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1555	-	-	-	901	1018
Stage 1	-	-	-	-	972	-
Stage 2	-	-	-	-	975	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1555	-	-	-	897	1018
Mov Cap-2 Maneuver	-	-	-	-	897	-
Stage 1	-	-	-	-	968	-
Stage 2	-	-	-	-	975	-

Approach	EB	WB	SB
HCM Control Delay, s/v	1.16	0	8.84
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	284	-	-	-	942
HCM Lane V/C Ratio	0.004	-	-	-	0.006
HCM Control Delay (s/veh)	7.3	0	-	-	8.8
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

08/16/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	16	3	23	29	2	21	9	912	38	24	1224	13
Future Volume (veh/h)	16	3	23	29	2	21	9	912	38	24	1224	13
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	23	4	32	39	3	28	10	991	41	26	1302	14
Peak Hour Factor	0.71	0.71	0.71	0.75	0.75	0.75	0.92	0.92	0.92	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	65	11	90	103	8	74	59	1759	810	71	1729	810
Arrive On Green	0.10	0.10	0.10	0.11	0.11	0.11	0.51	0.51	0.51	0.51	0.51	0.51
Sat Flow, veh/h	653	114	908	947	73	680	10	3444	1585	30	3386	1585
Grp Volume(v), veh/h	59	0	0	70	0	0	533	468	41	702	626	14
Grp Sat Flow(s),veh/h/ln	1674	0	0	1701	0	0	1837	1617	1585	1798	1617	1585
Q Serve(g_s), s	2.2	0.0	0.0	2.6	0.0	0.0	0.0	13.5	0.9	1.7	20.9	0.3
Cycle Q Clear(g_c), s	2.2	0.0	0.0	2.6	0.0	0.0	13.1	13.5	0.9	20.0	20.9	0.3
Prop In Lane	0.39		0.54	0.56		0.40	0.02		1.00	0.04		1.00
Lane Grp Cap(c), veh/h	166	0	0	184	0	0	993	826	810	974	826	810
V/C Ratio(X)	0.36	0.00	0.00	0.38	0.00	0.00	0.54	0.57	0.05	0.72	0.76	0.02
Avail Cap(c_a), veh/h	596	0	0	555	0	0	1528	1319	1293	1497	1319	1293
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.4	0.0	0.0	28.0	0.0	0.0	11.3	11.4	8.3	12.9	13.2	8.1
Incr Delay (d2), s/veh	1.3	0.0	0.0	1.3	0.0	0.0	0.5	0.6	0.0	1.0	1.5	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.0	0.0	1.1	0.0	0.0	4.6	4.1	0.3	7.1	6.5	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	29.6	0.0	0.0	29.2	0.0	0.0	11.7	12.0	8.3	13.9	14.6	8.2
LnGrp LOS	C			C			B	B	A	B	B	A
Approach Vol, veh/h		59			70			1042			1342	
Approach Delay, s/veh		29.6			29.2			11.7			14.2	
Approach LOS		C			C			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		41.4		13.3		41.4		12.7				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		15.5		4.6		22.9		4.2				
Green Ext Time (p_c), s		8.0		0.3		11.6		0.2				

Intersection Summary												
HCM 7th Control Delay, s/veh			14.0									
HCM 7th LOS			B									

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	9	27	12	960	1237	16
Future Vol, veh/h	9	27	12	960	1237	16
Conflicting Peds, #/hr	0	0	9	0	0	9
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	29	13	1043	1345	17

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1901	681	1371	0	-	0
Stage 1	1354	-	-	-	-	-
Stage 2	548	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	61	393	497	-	-	-
Stage 1	205	-	-	-	-	-
Stage 2	543	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	58	389	492	-	-	-
Mov Cap-2 Maneuver	58	-	-	-	-	-
Stage 1	196	-	-	-	-	-
Stage 2	539	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	34.78	0.6	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	44	-	159	-	-
HCM Lane V/C Ratio	0.026	-	0.245	-	-
HCM Control Delay (s/veh)	12.5	0.5	34.8	-	-
HCM Lane LOS	B	A	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Intersection	
Int Delay, s/veh	1.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	22	940	22	43	1252
Future Vol, veh/h	11	22	940	22	43	1252
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	73	73	91	91	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	30	1033	24	47	1361

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1807	516	0	0	1057	0
Stage 1	1033	-	-	-	-	-
Stage 2	774	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	70	504	-	-	654	-
Stage 1	304	-	-	-	-	-
Stage 2	415	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	62	504	-	-	654	-
Mov Cap-2 Maneuver	62	-	-	-	-	-
Stage 1	304	-	-	-	-	-
Stage 2	368	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	39.1	0	1.5
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	150	120	-
HCM Lane V/C Ratio	-	-	0.302	0.071	-
HCM Control Delay (s/veh)	-	-	39.1	10.9	1.2
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	1.2	0.2	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	16	12	958	1218	16
Future Vol, veh/h	3	16	12	958	1218	16
Conflicting Peds, #/hr	0	0	14	0	0	14
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	17	13	1041	1324	17

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1885	676	1355	0	-	0
Stage 1	1338	-	-	-	-	-
Stage 2	547	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	62	396	503	-	-	-
Stage 1	209	-	-	-	-	-
Stage 2	544	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	58	391	497	-	-	-
Mov Cap-2 Maneuver	58	-	-	-	-	-
Stage 1	199	-	-	-	-	-
Stage 2	537	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	24.42	0.6	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	45	-	206	-	-
HCM Lane V/C Ratio	0.026	-	0.1	-	-
HCM Control Delay (s/veh)	12.4	0.4	24.4	-	-
HCM Lane LOS	B	A	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	8	18	936	39	38	1236
Future Vol, veh/h	8	18	936	39	38	1236
Conflicting Peds, #/hr	0	0	0	7	7	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	77	77	92	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	23	1017	42	41	1329

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1771	516	0	0	1067	0
Stage 1	1024	-	-	-	-	-
Stage 2	746	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	74	504	-	-	649	-
Stage 1	307	-	-	-	-	-
Stage 2	429	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	66	501	-	-	645	-
Mov Cap-2 Maneuver	66	-	-	-	-	-
Stage 1	305	-	-	-	-	-
Stage 2	386	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	32.06	0	1.33
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	166	107	-
HCM Lane V/C Ratio	-	-	0.203	0.063	-
HCM Control Delay (s/veh)	-	-	32.1	11	1
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.7	0.2	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	55	26	989	145	24	1213
Future Volume (veh/h)	55	26	989	145	24	1213
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	92	43	1052	154	26	1318
Peak Hour Factor	0.60	0.60	0.94	0.94	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	111	52	2902	1294	60	2731
Arrive On Green	0.10	0.10	1.00	1.00	0.82	0.82
Sat Flow, veh/h	1160	542	3647	1585	35	3430
Grp Volume(v), veh/h	136	0	1052	154	704	640
Grp Sat Flow(s),veh/h/ln	1715	0	1777	1585	1763	1617
Q Serve(g_s), s	9.3	0.0	0.0	0.0	0.0	14.4
Cycle Q Clear(g_c), s	9.3	0.0	0.0	0.0	13.3	14.4
Prop In Lane	0.68	0.32		1.00	0.04	
Lane Grp Cap(c), veh/h	165	0	2902	1294	1471	1320
V/C Ratio(X)	0.83	0.00	0.36	0.12	0.48	0.48
Avail Cap(c_a), veh/h	372	0	2902	1294	1471	1320
HCM Platoon Ratio	1.00	1.00	1.33	1.33	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.31	0.31	1.00	1.00
Uniform Delay (d), s/veh	53.3	0.0	0.0	0.0	3.2	3.3
Incr Delay (d2), s/veh	10.0	0.0	0.1	0.1	1.1	1.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.5	0.0	0.0	0.0	3.9	3.7
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	63.2	0.0	0.1	0.1	4.4	4.6
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	136		1206			1344
Approach Delay, s/veh	63.2		0.1			4.5
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	103.5			103.5	16.5
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	2.0			16.4	11.3
Green Ext Time (p_c), s	10.7			13.8	0.3

Intersection Summary	
HCM 7th Control Delay, s/veh	5.5
HCM 7th LOS	A



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	231	156	24	877	1242	57
Future Volume (veh/h)	231	156	24	877	1242	57
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	373	252	26	953	1350	62
Peak Hour Factor	0.62	0.62	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	219	148	66	2257	2473	1103
Arrive On Green	0.22	0.22	0.70	0.70	1.00	1.00
Sat Flow, veh/h	1011	683	49	3329	3647	1585
Grp Volume(v), veh/h	626	0	499	480	1350	62
Grp Sat Flow(s),veh/h/ln	1697	0	1677	1617	1777	1585
Q Serve(g_s), s	26.0	0.0	0.0	15.4	0.0	0.0
Cycle Q Clear(g_c), s	26.0	0.0	13.3	15.4	0.0	0.0
Prop In Lane	0.60	0.40	0.05			1.00
Lane Grp Cap(c), veh/h	368	0	1198	1125	2473	1103
V/C Ratio(X)	1.70	0.00	0.42	0.43	0.55	0.06
Avail Cap(c_a), veh/h	368	0	1198	1125	2473	1103
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.83	0.83
Uniform Delay (d), s/veh	47.0	0.0	7.6	7.9	0.0	0.0
Incr Delay (d2), s/veh	327.7	0.0	1.1	1.2	0.7	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	44.5	0.0	5.1	5.2	0.2	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	374.7	0.0	8.6	9.1	0.7	0.1
LnGrp LOS	F		A	A	A	A
Approach Vol, veh/h	626			979	1412	
Approach Delay, s/veh	374.7			8.9	0.7	
Approach LOS	F			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	89.0		31.0		89.0
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	17.4		28.0		2.0
Green Ext Time (p_c), s	8.3		0.0		15.6

Intersection Summary	
HCM 7th Control Delay, s/veh	80.9
HCM 7th LOS	F

Intersection	
Int Delay, s/veh	0.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	55	10	2	30	3	1
Future Vol, veh/h	55	10	2	30	3	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	60	11	2	33	3	1

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	71	0	102	65
Stage 1	-	-	-	-	65	-
Stage 2	-	-	-	-	37	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1530	-	896	999
Stage 1	-	-	-	-	957	-
Stage 2	-	-	-	-	986	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1530	-	895	999
Mov Cap-2 Maneuver	-	-	-	-	895	-
Stage 1	-	-	-	-	957	-
Stage 2	-	-	-	-	984	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.46	8.94
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	919	-	-	113	-
HCM Lane V/C Ratio	0.005	-	-	0.001	-
HCM Control Delay (s/veh)	8.9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	9	11	959	6	6	1212
Future Vol, veh/h	9	11	959	6	6	1212
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	12	1042	7	7	1317

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1717	524	0	0	1049	0
Stage 1	1046	-	-	-	-	-
Stage 2	672	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	81	498	-	-	659	-
Stage 1	299	-	-	-	-	-
Stage 2	469	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	80	498	-	-	659	-
Mov Cap-2 Maneuver	80	-	-	-	-	-
Stage 1	299	-	-	-	-	-
Stage 2	462	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	33.5	0	0.21
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	148	18	-
HCM Lane V/C Ratio	-	-	0.147	0.01	-
HCM Control Delay (s/veh)	-	-	33.5	10.5	0.2
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.5	0	-

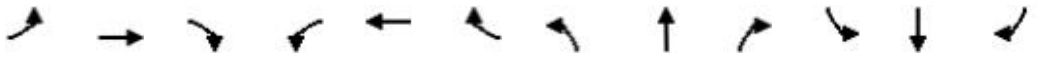
Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	73	25	1	2	1
Future Vol, veh/h	4	73	25	1	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	79	27	1	2	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	28	0	-	0	116	28
Stage 1	-	-	-	-	28	-
Stage 2	-	-	-	-	88	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1585	-	-	-	880	1048
Stage 1	-	-	-	-	995	-
Stage 2	-	-	-	-	935	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1585	-	-	-	878	1048
Mov Cap-2 Maneuver	-	-	-	-	878	-
Stage 1	-	-	-	-	992	-
Stage 2	-	-	-	-	935	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.38	0	8.89
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	94	-	-	-	928
HCM Lane V/C Ratio	0.003	-	-	-	0.004
HCM Control Delay (s/veh)	7.3	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	2	12	19	7	24	9	594	9	6	707	9
Future Volume (veh/h)	10	2	12	19	7	24	9	594	9	6	707	9
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	11	2	13	21	8	26	10	646	10	7	768	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	44	8	53	73	28	91	95	1252	576	92	1260	576
Arrive On Green	0.06	0.06	0.06	0.11	0.11	0.11	0.36	0.36	0.36	0.36	0.36	0.36
Sat Flow, veh/h	712	129	842	647	246	801	15	3446	1585	8	3467	1585
Grp Volume(v), veh/h	26	0	0	55	0	0	350	306	10	415	360	10
Grp Sat Flow(s),veh/h/ln	1683	0	0	1694	0	0	1844	1617	1585	1859	1617	1585
Q Serve(g_s), s	0.6	0.0	0.0	1.2	0.0	0.0	0.0	6.1	0.2	0.0	7.5	0.2
Cycle Q Clear(g_c), s	0.6	0.0	0.0	1.2	0.0	0.0	6.1	6.1	0.2	7.5	7.5	0.2
Prop In Lane	0.42		0.50	0.38		0.47	0.03		1.00	0.02		1.00
Lane Grp Cap(c), veh/h	105	0	0	192	0	0	760	588	576	764	588	576
V/C Ratio(X)	0.25	0.00	0.00	0.29	0.00	0.00	0.46	0.52	0.02	0.54	0.61	0.02
Avail Cap(c_a), veh/h	980	0	0	904	0	0	2491	2157	2114	2537	2157	2114
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.4	0.0	0.0	16.8	0.0	0.0	10.3	10.3	8.4	10.7	10.7	8.4
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.8	0.0	0.0	0.4	0.7	0.0	0.6	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.0	0.5	0.0	0.0	1.9	1.7	0.0	2.4	2.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.6	0.0	0.0	17.6	0.0	0.0	10.7	11.0	8.4	11.3	11.8	8.4
LnGrp LOS	B			B			B	B	A	B	B	A
Approach Vol, veh/h		26			55			666			785	
Approach Delay, s/veh		19.6			17.6			10.8			11.5	
Approach LOS		B			B			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		22.0		10.7		22.0		8.6				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		8.1		3.2		9.5		2.6				
Green Ext Time (p_c), s		4.5		0.2		5.5		0.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			11.6									
HCM 7th LOS			B									

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	19	11	618	716	11
Future Vol, veh/h	3	19	11	618	716	11
Conflicting Peds, #/hr	0	0	3	0	0	3
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	21	12	672	778	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1141	392	793	0	-	0
Stage 1	781	-	-	-	-	-
Stage 2	360	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	194	607	824	-	-	-
Stage 1	412	-	-	-	-	-
Stage 2	677	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	190	605	821	-	-	-
Mov Cap-2 Maneuver	190	-	-	-	-	-
Stage 1	403	-	-	-	-	-
Stage 2	675	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	13.15	0.33	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	63	-	466	-	-
HCM Lane V/C Ratio	0.015	-	0.051	-	-
HCM Control Delay (s/veh)	9.4	0.2	13.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	35	589	0	30	718
Future Vol, veh/h	11	35	589	0	30	718
Conflicting Peds, #/hr	0	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	38	640	0	33	780

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1099	323	0	0	643	0
Stage 1	643	-	-	-	-	-
Stage 2	455	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	207	673	-	-	938	-
Stage 1	485	-	-	-	-	-
Stage 2	605	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	197	671	-	-	935	-
Mov Cap-2 Maneuver	197	-	-	-	-	-
Stage 1	484	-	-	-	-	-
Stage 2	578	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.57	0	0.72
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	426	144	-
HCM Lane V/C Ratio	-	-	0.117	0.035	-
HCM Control Delay (s/veh)	-	-	14.6	9	0.4
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	11	4	592	707	12
Future Vol, veh/h	7	11	4	592	707	12
Conflicting Peds, #/hr	0	0	4	0	0	4
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	12	4	643	768	13

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1103	388	786	0	-	0
Stage 1	772	-	-	-	-	-
Stage 2	330	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	206	610	829	-	-	-
Stage 1	416	-	-	-	-	-
Stage 2	700	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	203	608	826	-	-	-
Mov Cap-2 Maneuver	203	-	-	-	-	-
Stage 1	412	-	-	-	-	-
Stage 2	698	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	16.16	0.12	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	24	-	342	-	-
HCM Lane V/C Ratio	0.005	-	0.057	-	-
HCM Control Delay (s/veh)	9.4	0.1	16.2	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	14	35	551	22	18	722
Future Vol, veh/h	14	35	551	22	18	722
Conflicting Peds, #/hr	0	0	0	8	8	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	38	599	24	20	785

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1038	307	0	0	631	0
Stage 1	607	-	-	-	-	-
Stage 2	432	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	226	688	-	-	948	-
Stage 1	507	-	-	-	-	-
Stage 2	623	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	219	683	-	-	940	-
Mov Cap-2 Maneuver	219	-	-	-	-	-
Stage 1	503	-	-	-	-	-
Stage 2	606	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.68	0	0.44
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	425	88	-
HCM Lane V/C Ratio	-	-	0.125	0.021	-
HCM Control Delay (s/veh)	-	-	14.7	8.9	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	92	31	558	40	14	724
Future Volume (veh/h)	92	31	558	40	14	724
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	100	34	607	43	15	787
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	121	41	2906	1296	59	2785
Arrive On Green	0.09	0.09	0.82	0.82	0.82	0.82
Sat Flow, veh/h	1280	435	3647	1585	34	3491
Grp Volume(v), veh/h	135	0	607	43	425	377
Grp Sat Flow(s),veh/h/ln	1728	0	1777	1585	1823	1617
Q Serve(g_s), s	9.2	0.0	4.5	0.6	0.0	6.6
Cycle Q Clear(g_c), s	9.2	0.0	4.5	0.6	6.4	6.6
Prop In Lane	0.74	0.25		1.00	0.04	
Lane Grp Cap(c), veh/h	164	0	2906	1296	1522	1322
V/C Ratio(X)	0.82	0.00	0.21	0.03	0.28	0.28
Avail Cap(c_a), veh/h	374	0	2906	1296	1522	1322
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.94	0.94	1.00	1.00
Uniform Delay (d), s/veh	53.3	0.0	2.4	2.0	2.6	2.6
Incr Delay (d2), s/veh	9.9	0.0	0.2	0.0	0.5	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.5	0.0	1.1	0.1	1.8	1.7
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	63.2	0.0	2.6	2.1	3.0	3.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	135		650			802
Approach Delay, s/veh	63.2		2.5			3.1
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	103.6			103.6	16.4
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	6.5			8.6	11.2
Green Ext Time (p_c), s	4.8			5.8	0.3

Intersection Summary	
HCM 7th Control Delay, s/veh	8.0
HCM 7th LOS	A



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	82	57	73	517	720	100
Future Volume (veh/h)	82	57	73	517	720	100
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	89	62	79	562	783	109
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	106	74	292	2049	2863	1277
Arrive On Green	0.11	0.11	0.81	0.81	1.00	1.00
Sat Flow, veh/h	993	692	315	2628	3647	1585
Grp Volume(v), veh/h	152	0	286	355	783	109
Grp Sat Flow(s),veh/h/ln	1696	0	1241	1617	1777	1585
Q Serve(g_s), s	10.6	0.0	0.0	6.6	0.0	0.0
Cycle Q Clear(g_c), s	10.6	0.0	4.2	6.6	0.0	0.0
Prop In Lane	0.59	0.41	0.28			1.00
Lane Grp Cap(c), veh/h	181	0	1038	1303	2863	1277
V/C Ratio(X)	0.84	0.00	0.28	0.27	0.27	0.09
Avail Cap(c_a), veh/h	368	0	1038	1303	2863	1277
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.33	1.33
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.95	0.95
Uniform Delay (d), s/veh	52.6	0.0	2.7	2.9	0.0	0.0
Incr Delay (d2), s/veh	9.9	0.0	0.7	0.5	0.2	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.0	0.0	1.3	1.7	0.1	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	62.5	0.0	3.3	3.4	0.2	0.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	152			641	892	
Approach Delay, s/veh	62.5			3.4	0.2	
Approach LOS	E			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	102.2		17.8		102.2
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	8.6		12.6		2.0
Green Ext Time (p_c), s	5.1		0.3		6.9

Intersection Summary		
HCM 7th Control Delay, s/veh	7.0	
HCM 7th LOS	A	

Intersection	
Int Delay, s/veh	0.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	15	15	2	42	4	2
Future Vol, veh/h	15	15	2	42	4	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	16	2	46	4	2

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	33	0	74	24
Stage 1	-	-	-	-	24	-
Stage 2	-	-	-	-	50	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1579	-	929	1052
Stage 1	-	-	-	-	998	-
Stage 2	-	-	-	-	972	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1579	-	928	1052
Mov Cap-2 Maneuver	-	-	-	-	928	-
Stage 1	-	-	-	-	998	-
Stage 2	-	-	-	-	971	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.33	8.75
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	966	-	-	82	-
HCM Lane V/C Ratio	0.007	-	-	0.001	-
HCM Control Delay (s/veh)	8.8	-	-	7.3	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	14	16	580	9	9	698
Future Vol, veh/h	14	16	580	9	9	698
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	17	630	10	10	759

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1034	320	0	0	640	0
Stage 1	635	-	-	-	-	-
Stage 2	399	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	228	676	-	-	940	-
Stage 1	490	-	-	-	-	-
Stage 2	647	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	225	676	-	-	940	-
Mov Cap-2 Maneuver	225	-	-	-	-	-
Stage 1	490	-	-	-	-	-
Stage 2	638	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	16.38	0	0.23
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	349	46	-
HCM Lane V/C Ratio	-	-	0.093	0.01	-
HCM Control Delay (s/veh)	-	-	16.4	8.9	0.1
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	34	47	2	3	2
Future Vol, veh/h	6	34	47	2	3	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	37	51	2	3	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	53	0	-	0	102	52
Stage 1	-	-	-	-	52	-
Stage 2	-	-	-	-	50	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1552	-	-	-	896	1015
Stage 1	-	-	-	-	970	-
Stage 2	-	-	-	-	972	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1552	-	-	-	892	1015
Mov Cap-2 Maneuver	-	-	-	-	892	-
Stage 1	-	-	-	-	966	-
Stage 2	-	-	-	-	972	-

Approach	EB	WB	SB
HCM Control Delay, s/v	1.1	0	8.86
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	270	-	-	-	938
HCM Lane V/C Ratio	0.004	-	-	-	0.006
HCM Control Delay (s/veh)	7.3	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

08/16/2024

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	19	4	26	30	7	22	10	953	39	25	1272	18
Future Volume (veh/h)	19	4	26	30	7	22	10	953	39	25	1272	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	21	4	28	33	8	24	11	1036	42	27	1383	20
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	61	12	82	89	22	65	58	1832	845	69	1802	845
Arrive On Green	0.09	0.09	0.09	0.10	0.10	0.10	0.53	0.53	0.53	0.53	0.53	0.53
Sat Flow, veh/h	665	127	886	870	211	633	11	3436	1585	30	3381	1585
Grp Volume(v), veh/h	53	0	0	65	0	0	556	491	42	745	665	20
Grp Sat Flow(s),veh/h/ln	1678	0	0	1713	0	0	1830	1617	1585	1794	1617	1585
Q Serve(g_s), s	2.1	0.0	0.0	2.5	0.0	0.0	0.0	14.2	0.9	2.6	22.7	0.4
Cycle Q Clear(g_c), s	2.1	0.0	0.0	2.5	0.0	0.0	13.8	14.2	0.9	22.0	22.7	0.4
Prop In Lane	0.40		0.53	0.51		0.37	0.02		1.00	0.04		1.00
Lane Grp Cap(c), veh/h	154	0	0	176	0	0	1028	862	845	1010	862	845
V/C Ratio(X)	0.34	0.00	0.00	0.37	0.00	0.00	0.54	0.57	0.05	0.74	0.77	0.02
Avail Cap(c_a), veh/h	577	0	0	540	0	0	1471	1274	1249	1446	1274	1249
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	29.7	0.0	0.0	29.2	0.0	0.0	10.8	10.9	7.8	12.7	12.9	7.7
Incr Delay (d2), s/veh	1.3	0.0	0.0	1.3	0.0	0.0	0.4	0.6	0.0	1.2	1.7	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.0	0.0	1.1	0.0	0.0	4.8	4.3	0.3	7.7	7.1	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	31.0	0.0	0.0	30.5	0.0	0.0	11.3	11.5	7.8	13.9	14.6	7.7
LnGrp LOS	C			C			B	B	A	B	B	A
Approach Vol, veh/h		53			65			1089			1430	
Approach Delay, s/veh		31.0			30.5			11.2			14.1	
Approach LOS		C			C			B			B	

Timer - Assigned Phs	2	4	6	8
Phs Duration (G+Y+Rc), s	44.2	13.2	44.2	12.4
Change Period (Y+Rc), s	7.0	6.0	7.0	6.0
Max Green Setting (Gmax), s	55.0	22.0	55.0	24.0
Max Q Clear Time (g_c+I1), s	16.2	4.5	24.7	4.1
Green Ext Time (p_c), s	8.5	0.2	12.5	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	13.7
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	30	13	1003	1286	19
Future Vol, veh/h	12	30	13	1003	1286	19
Conflicting Peds, #/hr	0	0	9	0	0	9
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	33	14	1090	1398	21

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1980	708	1427	0	-	0
Stage 1	1407	-	-	-	-	-
Stage 2	573	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	54	377	472	-	-	-
Stage 1	192	-	-	-	-	-
Stage 2	527	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	51	374	468	-	-	-
Mov Cap-2 Maneuver	51	-	-	-	-	-
Stage 1	182	-	-	-	-	-
Stage 2	523	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	45.94	0.7	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	46	-	132	-	-
HCM Lane V/C Ratio	0.03	-	0.345	-	-
HCM Control Delay (s/veh)	12.9	0.5	45.9	-	-
HCM Lane LOS	B	A	E	-	-
HCM 95th %tile Q(veh)	0.1	-	1.4	-	-

Intersection	
Int Delay, s/veh	1.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	28	982	23	44	1301
Future Vol, veh/h	12	28	982	23	44	1301
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	30	1067	25	48	1414

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1870	534	0	0	1092	0
Stage 1	1067	-	-	-	-	-
Stage 2	803	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	64	491	-	-	635	-
Stage 1	292	-	-	-	-	-
Stage 2	401	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	56	491	-	-	635	-
Mov Cap-2 Maneuver	56	-	-	-	-	-
Stage 1	292	-	-	-	-	-
Stage 2	352	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	39.41	0	1.62
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	147	118	-
HCM Lane V/C Ratio	-	-	0.295	0.075	-
HCM Control Delay (s/veh)	-	-	39.4	11.1	1.3
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	1.2	0.2	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	19	13	1001	1266	21
Future Vol, veh/h	6	19	13	1001	1266	21
Conflicting Peds, #/hr	0	0	14	0	0	14
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	21	14	1088	1376	23

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1962	702	1413	0	-	0
Stage 1	1390	-	-	-	-	-
Stage 2	572	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	55	381	478	-	-	-
Stage 1	196	-	-	-	-	-
Stage 2	528	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	51	375	472	-	-	-
Mov Cap-2 Maneuver	51	-	-	-	-	-
Stage 1	185	-	-	-	-	-
Stage 2	521	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	34.3	0.7	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	46	-	150	-	-
HCM Lane V/C Ratio	0.03	-	0.182	-	-
HCM Control Delay (s/veh)	12.9	0.5	34.3	-	-
HCM Lane LOS	B	A	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.6	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	9	19	978	40	39	1285
Future Vol, veh/h	9	19	978	40	39	1285
Conflicting Peds, #/hr	0	0	0	7	7	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	21	1063	43	42	1397

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1853	539	0	0	1114	0
Stage 1	1070	-	-	-	-	-
Stage 2	783	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	65	487	-	-	623	-
Stage 1	291	-	-	-	-	-
Stage 2	411	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	58	484	-	-	619	-
Mov Cap-2 Maneuver	58	-	-	-	-	-
Stage 1	289	-	-	-	-	-
Stage 2	365	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	36.7	0	1.48
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	144	106	-
HCM Lane V/C Ratio	-	-	0.212	0.069	-
HCM Control Delay (s/veh)	-	-	36.7	11.2	1.2
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	0.8	0.2	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	57	27	1034	149	25	1263
Future Volume (veh/h)	57	27	1034	149	25	1263
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	62	29	1124	162	27	1373
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	78	37	3002	1339	61	2815
Arrive On Green	0.07	0.07	1.00	1.00	0.84	0.84
Sat Flow, veh/h	1156	541	3647	1585	35	3418
Grp Volume(v), veh/h	92	0	1124	162	732	668
Grp Sat Flow(s),veh/h/ln	1715	0	1777	1585	1751	1617
Q Serve(g_s), s	6.3	0.0	0.0	0.0	0.0	13.1
Cycle Q Clear(g_c), s	6.3	0.0	0.0	0.0	12.0	13.1
Prop In Lane	0.67	0.32		1.00	0.04	
Lane Grp Cap(c), veh/h	116	0	3002	1339	1510	1366
V/C Ratio(X)	0.79	0.00	0.37	0.12	0.48	0.49
Avail Cap(c_a), veh/h	372	0	3002	1339	1510	1366
HCM Platoon Ratio	1.00	1.00	1.33	1.33	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.69	0.69	1.00	1.00
Uniform Delay (d), s/veh	55.1	0.0	0.0	0.0	2.4	2.5
Incr Delay (d2), s/veh	11.3	0.0	0.2	0.1	1.1	1.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.1	0.0	0.1	0.0	3.0	2.8
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	66.4	0.0	0.2	0.1	3.5	3.7
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	92		1286			1400
Approach Delay, s/veh	66.4		0.2			3.6
Approach LOS	E		A			A

Timer - Assigned Phs	2				6	8
Phs Duration (G+Y+Rc), s	106.9				106.9	13.1
Change Period (Y+Rc), s	5.5				5.5	5.0
Max Green Setting (Gmax), s	83.5				83.5	26.0
Max Q Clear Time (g_c+I1), s	2.0				15.1	8.3
Green Ext Time (p_c), s	12.0				15.1	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	4.1
HCM 7th LOS	A



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	239	162	25	920	1293	55
Future Volume (veh/h)	239	162	25	920	1293	55
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	260	176	27	1000	1405	60
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	219	148	65	2252	2473	1103
Arrive On Green	0.22	0.22	0.70	0.70	1.00	1.00
Sat Flow, veh/h	1010	683	48	3322	3647	1585
Grp Volume(v), veh/h	437	0	522	505	1405	60
Grp Sat Flow(s),veh/h/ln	1697	0	1668	1617	1777	1585
Q Serve(g_s), s	26.0	0.0	0.0	16.6	0.0	0.0
Cycle Q Clear(g_c), s	26.0	0.0	14.1	16.6	0.0	0.0
Prop In Lane	0.59	0.40	0.05			1.00
Lane Grp Cap(c), veh/h	368	0	1193	1125	2473	1103
V/C Ratio(X)	1.19	0.00	0.44	0.45	0.57	0.05
Avail Cap(c_a), veh/h	368	0	1193	1125	2473	1103
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.83	0.83
Uniform Delay (d), s/veh	47.0	0.0	7.7	8.1	0.0	0.0
Incr Delay (d2), s/veh	108.9	0.0	1.2	1.3	0.8	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	22.1	0.0	5.5	5.6	0.3	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	155.9	0.0	8.9	9.4	0.8	0.1
LnGrp LOS	F		A	A	A	A
Approach Vol, veh/h	437			1027	1465	
Approach Delay, s/veh	155.9			9.1	0.8	
Approach LOS	F			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	89.0		31.0		89.0
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	18.6		28.0		2.0
Green Ext Time (p_c), s	9.0		0.0		16.9

Intersection Summary	
HCM 7th Control Delay, s/veh	26.8
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	0.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	57	10	2	37	3	1
Future Vol, veh/h	57	10	2	37	3	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	62	11	2	40	3	1

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	73	0	112	67
Stage 1	-	-	-	-	67	-
Stage 2	-	-	-	-	45	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1527	-	885	996
Stage 1	-	-	-	-	955	-
Stage 2	-	-	-	-	978	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1527	-	883	996
Mov Cap-2 Maneuver	-	-	-	-	883	-
Stage 1	-	-	-	-	955	-
Stage 2	-	-	-	-	976	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.38	8.98
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	909	-	-	92	-
HCM Lane V/C Ratio	0.005	-	-	0.001	-
HCM Control Delay (s/veh)	9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	9	11	1003	6	6	1260
Future Vol, veh/h	9	11	1003	6	6	1260
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	12	1090	7	7	1370

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1791	548	0	0	1097	0
Stage 1	1093	-	-	-	-	-
Stage 2	698	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	72	480	-	-	632	-
Stage 1	283	-	-	-	-	-
Stage 2	455	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	71	480	-	-	632	-
Mov Cap-2 Maneuver	71	-	-	-	-	-
Stage 1	283	-	-	-	-	-
Stage 2	447	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	37.16	0	0.23
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	133	17	-
HCM Lane V/C Ratio	-	-	0.163	0.01	-
HCM Control Delay (s/veh)	-	-	37.2	10.8	0.2
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	0.6	0	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	75	27	1	2	1
Future Vol, veh/h	4	75	27	1	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	82	29	1	2	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	30	0	-	0	120	30
Stage 1	-	-	-	-	30	-
Stage 2	-	-	-	-	90	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1582	-	-	-	875	1045
Stage 1	-	-	-	-	993	-
Stage 2	-	-	-	-	933	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1582	-	-	-	873	1045
Mov Cap-2 Maneuver	-	-	-	-	873	-
Stage 1	-	-	-	-	990	-
Stage 2	-	-	-	-	933	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.37	0	8.91
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	91	-	-	-	924
HCM Lane V/C Ratio	0.003	-	-	-	0.004
HCM Control Delay (s/veh)	7.3	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Appendix D – Cumulative Projects List

No.	ITE #	Project Name	Address	Unit	Qty	Daily	AM Peak Hour			PM Peak Hour		
							IN	OUT	TOTAL	IN	OUT	TOTAL
1	210	Detached ADU	5170 W 131st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
2	210	Detached ADU	5107 W 129th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
3	210	Detached ADU	5328 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
4	210	Detached ADU	4840 W 133rd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
5	210	Detached ADU	4833 W 134th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
6	210	Detached ADU	4829 W 134th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
7	210	Detached ADU	5100 W 139th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
8	210	Detached ADU	5013 W 132nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
9	210	Detached ADU	4829 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
10	210	Detached ADU	4881 W 139th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
11	210	Detached ADU	5522 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
12	210	Detached ADU	5521 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
13	210	Detached ADU	5519 W 120th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
14	210	Detached ADU	5506 W 117th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
15	210	Detached ADU	5322 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
16	210	Detached ADU	5501 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
17	210	Detached ADU	5152 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
18	210	Detached ADU	13511 S Shoup Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
19	210	Detached ADU	5445 W 117th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
20	210	Detached ADU	5403 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
21	210	Detached ADU	5448 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
22	210	Detached ADU	4823 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
23	210	Detached ADU	5361 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
24	210	Detached ADU	4871 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
25	210	Detached ADU	5173 W 133rd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
26	210	Detached ADU	5318 W 119th Place, Inglewood CA 90304	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
27	210	Detached ADU	5156 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
28	210	Detached ADU	5443 W 120th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
29	210	Detached ADU	4817 W 134th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
30	210	Detached ADU	5036 W 123rd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
31	210	Detached ADU	5027 W 135th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
32	210	Detached ADU	5011 W 122nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
33	210	Detached ADU	4869 W 142nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
34	210	Detached ADU	13518 Ocean Gate Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94

35	210	Detached ADU	5501 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
36	210	Detached ADU	5425 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
37	210	Detached ADU	5319 W 123rd Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
38	210	Detached ADU	4929 W 129th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
39	210	Detached ADU	5322 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
40	210	Detached ADU	5401 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
41	210	Detached ADU	5007 W 131st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
42	210	Detached ADU	5118 W 124th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
43	210	Detached ADU	5508 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
44	210	Detached ADU	4847 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
45	210	Detached ADU	5017 W 122nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
46	210	Detached ADU	5455 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
47	210	Detached ADU	5001 W 138th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
48	210	Detached ADU	5103 Stacy Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
49	210	Detached ADU	4812 W 138th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
50	210	Detached ADU	4818 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
51	210	Detached ADU	4875 W 138th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
52	210	Detached ADU	5026 W 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
53	210	Detached ADU	12108 S La Cienega Boulevard, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
54	210	Detached ADU	5106 W 131st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
55	210	Detached ADU	4864 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
56	210	Detached ADU	4871 W 137th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
57	210	Detached ADU	13100 S Shoup Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
58	210	Detached ADU	4852 131st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
59	210	Detached ADU	5506 W 123rd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
60	210	Detached ADU	5319 W 122nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
61	210	Detached ADU	14127 S Shoup Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
62	210	Detached ADU	5158 W 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
63	210	Detached ADU	4817 W 134th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
64	210	Detached ADU	13811 S Inglewood Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
65	210	Detached ADU	5354 W 118th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
66	210	Detached ADU	5103 W 137th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
67	210	Detached ADU	5135 W 138th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
68	210	Detached ADU	5424 W 120th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
69	210	Detached ADU	5164 W 139th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
70	210	Detached ADU	5501 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94

71	210	Detached ADU	5345 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
72	210	Detached ADU	5017 W 123rd Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
73	210	Detached ADU	5239 W 120th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
74	210	Detached ADU	5028 W 135th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
75	210	Detached ADU	5407 W 117th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
76	210	Detached ADU	4828 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
77	210	Detached ADU	14107 Ocean Gate Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
78	210	Detached ADU	5526 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
79	210	Detached ADU	4907 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
80	210	Detached ADU	5034 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
81	210	Detached ADU	5106 W 136th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
82	210	Detached ADU	4916 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
83	210	Detached ADU	4928 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
84	210	Detached ADU	5012 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
85	210	Detached ADU	5045 W 126th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
86	210	Detached ADU	4848 W 135th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
87	210	Detached ADU	4844 W 132nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
88	215	Attached ADU	5540 W 124th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
89	210	Detached ADU	5102 W 123rd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
90	210	Detached ADU	4847 W 139th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
91	210	Detached ADU	5245 Pacific Concourse Drive, Los Angeles CA 90045	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
92	210	Detached ADU	5315 W 126th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
93	210	Detached ADU	5037 W 124th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
94	210	Detached ADU	5408 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
95	210	Detached ADU	4939 W 138th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
96	210	Detached ADU	4914 W 132nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
97	215	Attached ADU	5256 W 123rd Place, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
98	215	Attached ADU	5247 W 124th Place, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
99	210	Detached ADU	5445 W 117th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
100	210	Detached ADU	4819 W 137th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
101	210	Detached ADU	5342 W 126th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
102	210	Detached ADU	5230 Pacific Concourse Drive, Los Angeles CA 90045	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
103	210	Detached ADU	11819 Judah Avenue, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
104	210	Detached ADU	5133 W 131st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
105	210	Detached ADU	5447 W 123rd Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94

106	210+215	Attached and Detached ADU	5313 W 120th Street, Inglewood CA 90304	DU	1	17	0.33	0.85	1.18	0.92	0.59	1.51
107	210	Detached ADU	4902 W 132nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
108	210+215	Attached and Detached ADU	14113 S Shoup Avenue, Hawthorne CA 90250	DU	1	17	0.33	0.85	1.18	0.92	0.59	1.51
109	210	Detached ADU	4841 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
110	210	Detached ADU	5523 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
111	210	Detached ADU	4943 W 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
112	210	Detached ADU	5457 W 117th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
113	215	Detached ADU	5131 W 140th Street, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
114	210	Detached ADU	5179 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
115	215	Detached ADU	4871 W 137th Street, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
116	210	Detached ADU	4864 129th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
117	210	Detached ADU	5443 W 120th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
118	210	Detached ADU	5257 W 123rd Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
119	215	Attached ADU	4881 W 134th Street, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
120	210	Detached ADU	4861 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
121	210	Detached ADU	4841 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
122	210	Detached ADU	5442 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
123	210	Detached ADU	4918 W 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
124	215	Attached ADU	4877 W 134th Street, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
125	210	Detached ADU	5146 W 132nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
126	210	Detached ADU	5123 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
127	210	Detached ADU	4903 W 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
128	210	Detached ADU	5002 W 129th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
129	210	Detached ADU	4906 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
130	210	Detached ADU	5030 W 140th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
131	210	Detached ADU	5156 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
Total						**1,234**	**24**	**67**	**91**	**76**	**45**	**122**

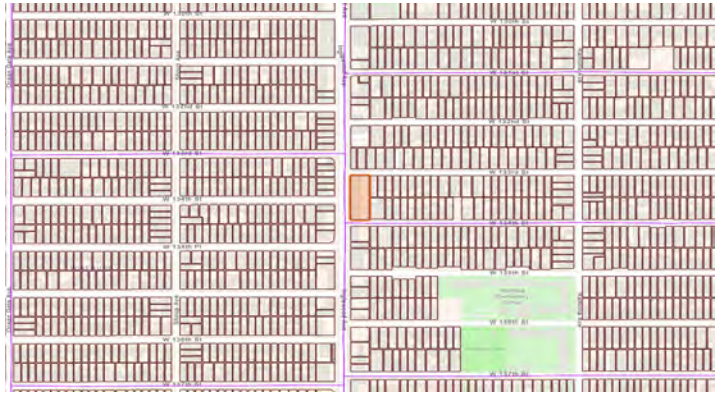
Appendix E – VMT Calculator

PROJECT NAME McDonalds
LOCATION Hawthorne
ANALYSIS YEAR 2024

Project Land Uses & Intensities

ITE Trip Gen Land Use	Qty.	Units	Per Capita/ Employee VMT	VMT With Mitigation	Total VMT	Threshold	Significant Impact
934 - Fast-Food Restaurant w/ D.T.	3.781	1,000 Sq Ft	15.74	15.74	616.2	18.67	No
Total			15.74	15.74	616.2		

Land Use Parcel Selection



APN: 404-201-102-6

Total Emissions Estimates

Pollutant	Mobile	Mitigation	With Mitigation	Non Mobile	Total
CO (lb/day)	0	0	0	0	0
ROG (lb/day)	0	0	0	0	0
NOX (lb/day)	0	0	0	0	0
SOX (lb/day)	0	0	0	0	0
PM2.5 (lb/day)	0	0	0	0	0
PM10 (lb/day)	0	0	0	0	0
CO2 (mt/year)	0	0	0	0	0

Project Presumptions of Less than Significant Impact

- [ ] Within a 1/2 mile of Major Transit Stop
- [ ] Less than 110 Trips per Day

934 - Fast-Food Restaurant w/ D.T.

Land Use Metrics

Metric	Project	Mitigation	With Mitigation
HBW VMT/Emp	15.7	0	15.7
Daily Trips	1781	0	0

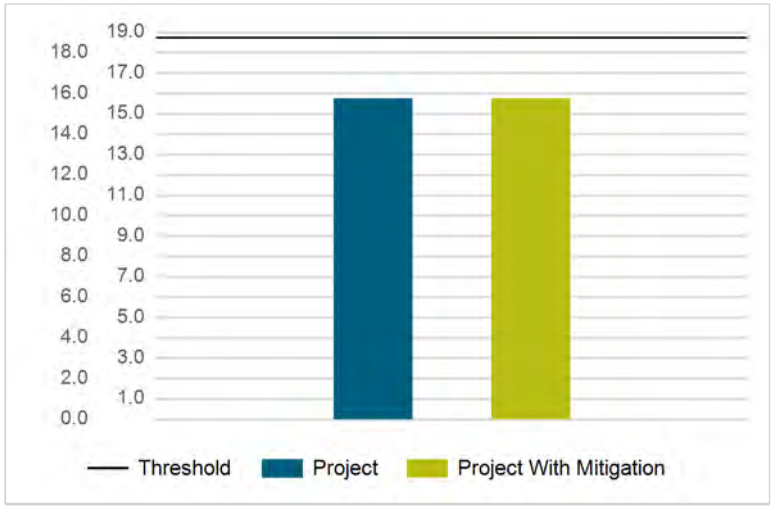
Land Use Presumptions of Less than Significant Impact

- ☐ Affordable Housing
- ☑ Local Serving Land Use

Land Use Emission Estimates

Pollutant	Project	Mitigation	With Mitigation	Non Mobile	Total
CO (lb/day)	0	0	0	0	0
ROG (lb/day)	0	0	0	0	0
NOX (lb/day)	0	0	0	0	0
SOX (lb/day)	0	0	0	0	0
PM2.5 (lb/day)	0	0	0	0	0
PM10 (lb/day)	0	0	0	0	0
CO2 (mt/year)	0	0	0	0	0

HBW VMT/Emp



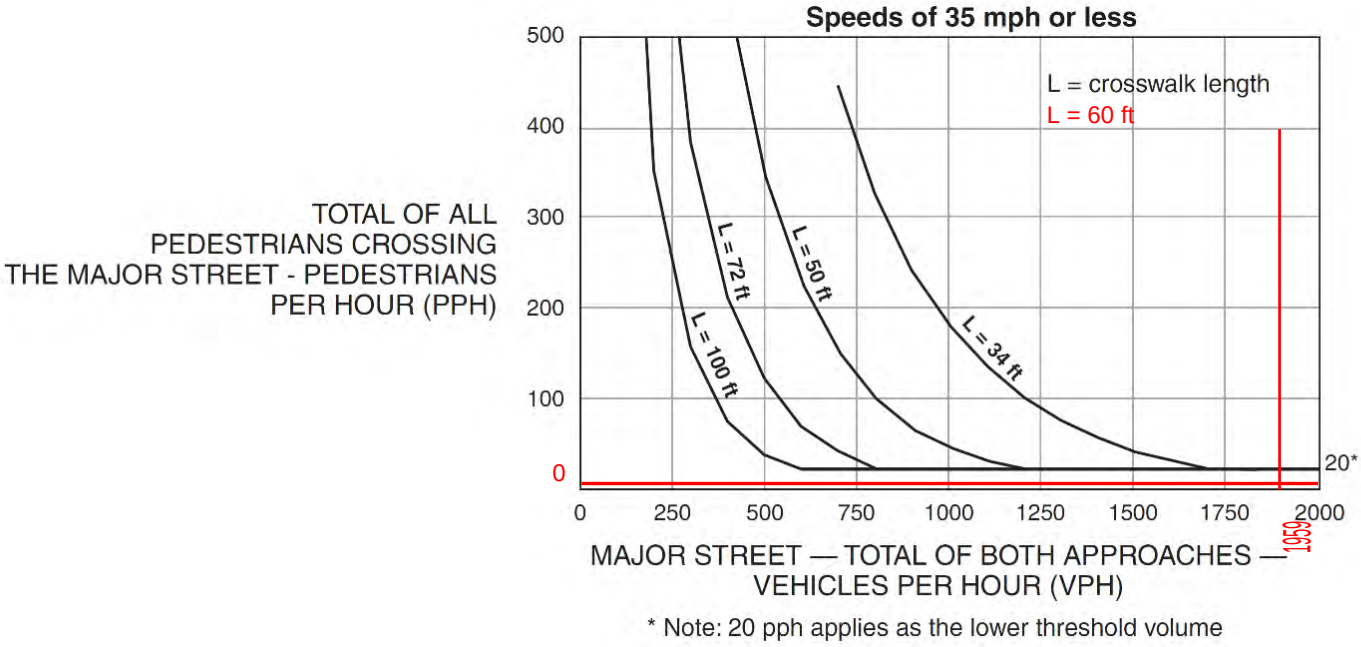
Regional Avg: 21.97

Threshold (15% below Average): 18.67

Selected TDM

TDM	Input	Result
No TDM strategies selected.		

Appendix F: CA MUTCD PHB Guidelines


Speeds of 35 mph or less
L = crosswalk length
L = 60 ft
L = 100 ft
L = 72 ft
L = 50 ft
L = 34 ft
20*
1959
TOTAL OF ALL PEDESTRIANS CROSSING THE MAJOR STREET - PEDESTRIANS PER HOUR (PPH)
MAJOR STREET — TOTAL OF BOTH APPROACHES — VEHICLES PER HOUR (VPH)
* Note: 20 pph applies as the lower threshold volume

LID REPORT

McDonald's 4-5205

13324 Inglewood Ave, Hawthorne, CA

August 2024

PREPARED FOR:

McDonalds USA, LLC
110 N Carpenter
Chicago, IL 60607

PREPARED BY:

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Project Owner's Certification

I certify under penalty of law that this document and all attachments were prepared under my jurisdiction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathered the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Owner's Name:	Scott Wilkeson		
Owner's Title:	Area Construction Manager		
Company:	McDonalds USA, LCC		
Address:	110 N Carpenter, Chicago, IL 60607		
Email:	Scott.wilkeson@us.mcd.com		
Telephone No:	(951) 323-3002		
Signature:		Date:	

Preparer (Engineer) Certification

Engineer's Name:	Amelia Beltran, PE		
Engineer's Title:	Professional Engineer		
Company:	Kimley-Horn and Associates, Inc.		
Address:	245 E 3rd St, Long Beach, CA 90802		
Email:	Amelia.beltran@kimley-horn.com		
Telephone No:	(562) 549-2200		
I hereby certify that this Low Impact Development Plan is in compliance with, and meets the requirements set forth in, Order WQ 2015-0075, of the Los Angeles Regional Water Quality Control Board.			
Engineer's Signature		Date	
Place Stamp Here			

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Attachments

Attachment A ..... Calculations

Attachment B..... Geotechnical Investigation

Attachment C..... Operations and Maintenance (O&M) Plan

Attachment D ..... Plans

Attachment E..... Supporting Documents

1. PROJECT DESCRIPTION

1.1. PROJECT CATEGORY

Category	YES	NO
1. Development [a] of a new project equal to 1 acre or greater of disturbed area and adding more than 10,000 square feet of impervious area [b]	☐	☒
2. Development [a] of a new industrial park with 10,000 square feet or more of surface area [c]	☐	☒
3. Development [a] of a new commercial mall with 10,000 square feet or more surface area [c]	☐	☒
4. Development [a] of a new retail gasoline outlet with 5,000 square feet or more of surface area [c]	☐	☒
5. Development [a] of a new restaurant (SIC 5812) with 5,000 square feet or more of surface area [c]	☐	☒
6. Development [a] of a new parking lot with either 5,000 ft^2 or more of impervious area [b] or with 25 or more parking spaces	☒	☐
7. Development [a] of a new automotive service facility (SIC 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) with 5,000 square feet or more of surface area [c]	☐	☒
8. Projects located in or directly adjacent to, or discharging directly to a Significant Ecological Area (SEA),[d] where the development will: a. Discharge stormwater runoff that is likely to impact a sensitive biological species or habitat; and b. Create 2,500 square feet or more of impervious area [b]	☐	☒
9. Redevelopment [e] of 5,000 square feet or more in one of the categories listed above **If yes, list redevelopment category here:** 6	☒	☐
10. Redevelopment [e] of 10,000 square feet or more to a Single Family Home, without a change in landuse.	☐	☒

a Development includes any construction or demolition activity, clearing, grading, grubbing, or excavation or any other activity that results in land disturbance.

b Surfaces that do not allow stormwater runoff to percolate into the ground. Typical impervious surfaces include: concrete, asphalt, roofing materials, etc.

c The surface area is the total footprint of an area. Not to include the cumulative area above or below the ground surface.

d An area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and would be disturbed or degraded by human activities and developments. Also, an area designated by the City as approved by the Regional Water Quality Control Board.

e Land-disturbing activities that result in the creation, addition, or replacement of a certain amount of impervious surface area on an already developed site. Redevelopment does not include routine maintenance activities that are conducted to maintain the original line and grade, hydraulic capacity, or original purpose of facility, nor does it include modifications to existing single family structures, or emergency construction activities required to immediately protect public health and safety.

1.2. PROJECT DESCRIPTION

Total Project Area (ft^2): 38,298

Total Project Area (Ac): 0.88

Total Disturbed Area (Ac): 0.88

EXISTING IMPERVIOUSNESS: 99 %

PROPOSED IMPERVIOUSNESS: 86%

NEW IMPERVIOUSNESS (AC): 0

REPLACED IMPERVIOUSNESS (AC): 0.76

SITE CHARACTERISTICS

DRAINAGE PATTERNS/CONNECTIONS	Existing: The entirety of the existing 4.32 acres of the project site generally sheetflows to the north and east toward West 33rd Street and South Inglewood Avenue. Runoff eventually flows south along South Inglewood Avenue until in enters an existing City owned catch basin near the intersection at W 134th Street. The existing city connects to a Los Angeles County owned storm drain line which eventually discharges to the Dominguez Channel and eventually the Pacific Ocean. There are no existing BMP features along the project. The receiving waterbody and downstream waterbodies have the following impairments per the most recent California Clean Water Act Section 303(d) list: • Dominguez Channel: Copper, Indicator Bacteria, Lead, Toxicity, Zing • Dominguez Channel Estuary: Benthic Community Effects, Benzo(a)anthracene, Benzo(a)pyrene, Chlordane (tissue), Chrysene, Copper, DDT, Indicator Bacteria, Lead, PCBs, Phenanthrene, Pyrene, Toxicity
	Proposed: The project proposes to generally match drainage patterns and areas to that of existing conditions. Runoff will be collected in proposed catch basins in local low points throughout the site such that runoff can be routed to the proposed underground detention system (BMP 2). Runoff will then be treated in a proposed biofiltration system (BMP 1) before being pumped into the existing City owned catch basin near the intersection of Inglewood Avenue and W 134th Street.
NARRATIVE PROJECT DESCRIPTION:	The proposed development will be a new McDonalds restaurant and drive-thru. Other improvements include ADA paths, driveways,

	entrances/exits, sidewalks, dry and wet utilities. The proposed project consists of 2 drainage areas. DMA A consists of 0.87 acres and makes up majority of the proposed project and will be routed to the proposed BMPs. DMA B consist of 0.01 ac and makes up a de-minimis area near the northwest corner of the site. This DMA cannot be reliably collected and routed to the proposed BMPs.
OFFSITE RUNON	There is no runon at the project site.
UTILITY AND INFRASTRUCTURE INFORMATION	There are no existing storm drain utilities within the project site.
SIGNIFICANT ECOLOGICAL AREAS (SEAS)	N/A

1.3. HYDROMODIFICATION ANALYSIS

DOES THE PROPOSED PROJECT FALL INTO ONE OF THE FOLLOWING CATEGORIES? CHECK YES/NO.	YES	NO
1. *Project is a redevelopment that decreases the effective impervious area compared to the pre-project conditions.*	☒	☐
Describe: The project is proposing to decrease the overall imperviousness from 99% to 86% by increasing landscaped areas throughout the project.		
2. *Project is a redevelopment that increases the infiltration capacity of pervious areas compared to the pre-project conditions.*	☐	☒
Describe:		
3. *Project discharges directly or via a storm drain to a sump, lake, area under tidal influence, into a waterway that has a 100-year peak flow (Q_{100}) of 25,000 cfs or more.*	☐	☒
Describe:		
4. *Project discharges directly or via a storm drain into concrete or otherwise engineered (not natural) channels (e.g., channelized or armored with rip rap, shotcrete, etc.), which, in turn, discharge into receiving water that is not susceptible to hydromodification impacts.*	☐	☒
Describe:		

HYDROMODIFICATION ANALYSIS

No hydromodification analysis is required for this project.

1.4. PROPERTY OWNERSHIP/MANAGEMENT

	The project site is owned by McDonalds USA, LLC. Proposed BMPs and storm drain infrastructure will be maintained, operated, and funded by McDonalds USA, LLC.

2. BEST MANAGEMENT PRACTICES (BMPS)

2.1. SITE DESIGN

85TH PERCENTILE, 24-HOUR STORM DEPTH	The 85th percentile is approximately 0.95 inch using Los Angeles County 85th percentile precipitation isohyetal Hydrology Maps. See LA County Hydrology Map in Appendix E.
SITE DESIGN	All Designated Projects must retain 100 percent of the Stormwater Quality Design Volume (SWQDv) on-site through infiltration, evapotranspiration, stormwater runoff harvest and use, or a combination thereof unless it demonstrated that is technically infeasible to do so. Per the "Geotechnical Exploration Report" dated June 28, 2024 by Leighton, design infiltration rate at the facility is 0.01 in/hr. Therefore, infiltration BMPs are infeasible at the site. The project will implement biofiltration BMPs to treat stormwater quality volume.

BMP LIST

Table 2.1.1: DMA Designation, SWQDv and BMP Assessment

DMA DESIGNATION	SQUARE FOOTAGE (SF)	ACREAGE (AC)	STORM WATER QUALITY DESIGN VOLUME (SWQDV, CF)	WATER QUALITY FLOW RATE (CFS)	BMP TYPE	BMP 2 VOLUME SIZE PROVIDED (CF)	BMP 1 BIOFILTRATION FLOW RATE PROVIDED (CFS)
A	37,689	0.87	2368	0.28	Biofiltration (BMP 1) with detention (BMP 2) upstream	3667	0.46
Total	*37,689*	*0.87*	*2368*	*0.28*		*3667*	*0.46*

Low Impact Development Plan (LID Plan)
McDonalds 4-5205

POTENTIAL STORMWATER POLLUTANTS

Potential pollutants of concern from Table 7-3 per the Los Angeles County Low Impact Development Standards Manual include the following for Commercial and Industrial land use:

- Suspended Solids
- Total Phosphorus
- Total Nitrogen
- Total Kjeldahl Nitrogen
- Total Copper
- Total Lead
- Total Zinc

POST DEVELOPMENT HYDROMODIFICATION ANALYSIS

No hydromodification analysis is required for this project.

2.2. BMP SELECTION

2.2.1. INFILTRATION BMPS

NAME	INCLUDED
Bioretention without underdrains	☐
Infiltration Trench	☐
Infiltration Basin	☐
Drywell	☐
Proprietary Subsurface Infiltration Gallery	☐
Permeable Pavement (concrete, asphalt, pavers)	☐
Other:	☐
Other:	☐

DESCRIPTION	Per the project's Geotechnical Exploration Report, the project's soils are not suitable for infiltration. The design infiltration rate based on percolation testing and factors of safety is 0.01 in/hr which is less than the minimum 0.3 in/hr required for infiltration BMPs.

2.2.2. RAINWATER HARVEST AND USE BMPS (N/A)

Drywell infiltration is proposed for LID compliance. There are no Rainwater Harvest and Use BMPs planned for the Project.

NAME	INCLUDED
Above-ground cisterns and basins	☐
Underground detention	☐
Other:	☐
Other:	☐
Other:	☐

DESCRIPTION	Capture and Re-Use was deemed infeasible.

2.2.3. ALTERNATIVE COMPLIANCE BMPS

BIOFILTRATION BMPS
(If Infiltration BMPs and Rainwater Harvest and Use BMPs are Infeasible)

NAME	INCLUDED
Bioretention with underdrains (i.e. planter box, rain garden, etc.)	☐
Constructed Wetland	☐
Vegetated Swale	☐
Vegetated Filter Strip	☐
Tree-Well Filter	☐
Other: Proprietary Biofiltration	☒
Other:	☐

DESCRIPTION	The project is proposing to implement a Modular Wetland System (BMP 1) which is a proprietary biofiltration BMP. The MWS has been sized to treat 1.5 times the water quality flow rate for DMA A. Per the LA County MS4 permit, 1.5 times the SWQDv has been provided upstream of the MWS in an underground detention system (BMP 2). Runoff will enter the MWS unit to the inlet bay where the water quality flow will be pretreated in a filter and then treated in the biofiltration media. The MWS unit is on the State Water Board's approved list for full-trash capture devices. Treated flow and overflows bypassing via an internal weir will discharge via the outlet bay to a proposed sump. The proposed sump will discharge the project's flows to the existing catch basin.

OFFSITE BMPS (N/A)
(If Infiltration BMPs, Rainwater Harvest and Use BMPs, and Biofiltration BMPs are Infeasible)

NAME	INCLUDED
Offsite Infiltration	☐
Ground Water Replenishment Projects	☐
Offsite Project - Retrofit Existing Development	☐
Regional Storm Water Mitigation Program	☐
Other:	☐
Other:	☐

Low Impact Development Plan (LID Plan)
McDonalds 4-5205

DESCRIPTION	N/A

2.2.4. TREATMENT CONTROL BMPS

NAME	INCLUDED
Media Filter	☐
Filter Insert	☐
CDS Unit	☐
Other:	☐
Other:	☐

DESCRIPTION	N/A

Hydromodification Control BMPs

NAME	INCLUDED
Infiltration System	☐
Above-ground Cistern	☐
Above-ground Basin	☐
Underground Detention	☐
Other:	☐
Other:	☐

DESCRIPTION	N/A

2.2.5. NON-STRUCTURAL SOURCE CONTROL BMPS

NAME	CHECK ONE	
	Included	**Not Applicable**
Education for Property Owners, Tenants and Occupants	☒	☐
Activity Restrictions	☒	☐
Common Area Landscape Management	☒	☐
Common Area Litter Control	☒	☐
Housekeeping of Loading Docks	☒	☐
Common Area Catch Basin Inspection	☒	☐
Street Sweeping Private Streets and Parking Lots	☒	☐

2.2.6. STRUCTURAL SOURCE CONTROL BMPS

NAME	CHECK ONE	
	Included	**Not Applicable**
Provide storm drain system stenciling and signage	☒	☐
Design and construct outdoor material storage areas to reduce pollution introduction	☐	☒
Design and construct trash and waste storage areas to reduce pollution introduction	☒	☐
Use efficient irrigation systems & landscape design, water conservation, smart controllers, and source control	☒	☐
Protect slopes and channels and provide energy dissipation	☐	☒
Loading docks	☐	☒
Maintenance bays	☐	☒
Vehicle wash areas	☐	☒
Outdoor processing areas	☐	☒
Equipment wash areas/racks	☐	☒
Fueling areas	☐	☒
Hillside landscaping	☐	☒

Attachment A

Calculations

Peak Flow Hydrologic Analysis

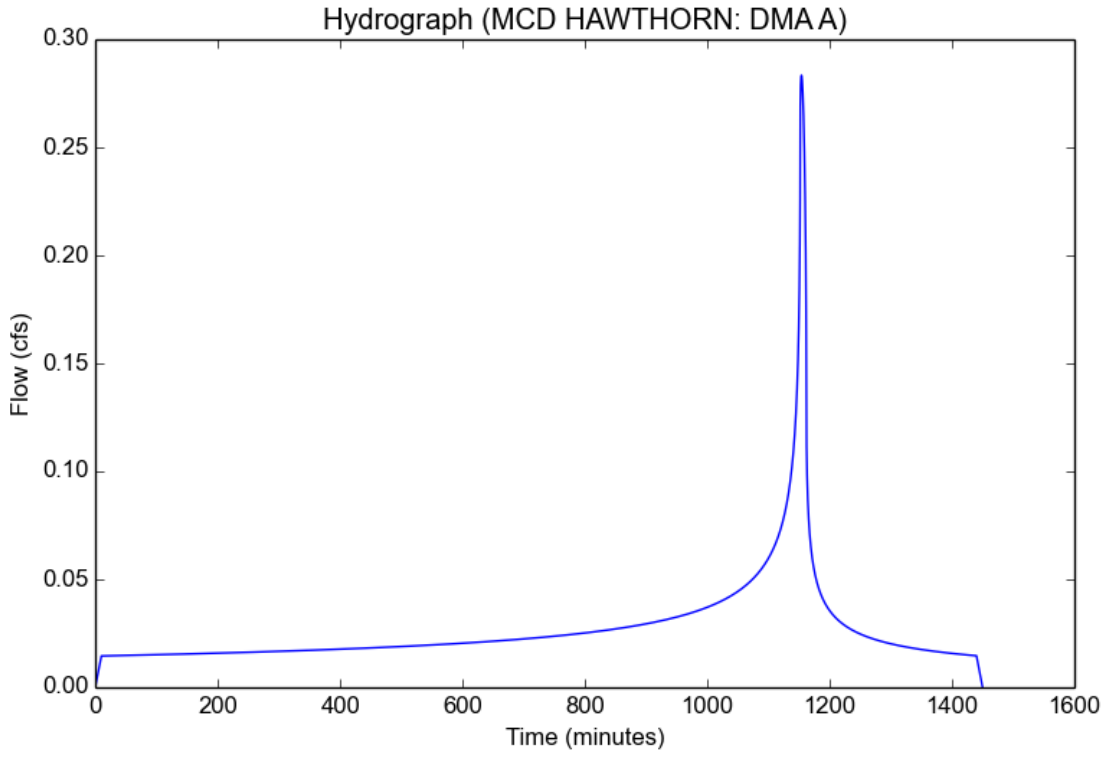
File location: //orafp01/CA_ORA/ORA_LDEV/McDonalds/194015042 - Hawthorne (4-5205)/Reports/HH and Water Quality/4. HH Calculations/Hydrocalc/
Version: HydroCalc 1.0.3

Input Parameters

Project Name	MCD HAWTHORNE
Subarea ID	DMA A
Area (ac)	0.87
Flow Path Length (ft)	126.0
Flow Path Slope (vft/hft)	0.0214
85th Percentile Rainfall Depth (in)	0.95
Percent Impervious	0.87
Soil Type	13
Design Storm Frequency	85th percentile storm
Fire Factor	0
LID	True

Output Results

Modeled (85th percentile storm) Rainfall Depth (in)	0.95
Peak Intensity (in/hr)	0.4092
Undeveloped Runoff Coefficient (Cu)	0.1
Developed Runoff Coefficient (Cd)	0.796
Time of Concentration (min)	10.0
Clear Peak Flow Rate (cfs)	0.2834
Burned Peak Flow Rate (cfs)	0.2834
24-Hr Clear Runoff Volume (ac-ft)	0.0544
24-Hr Clear Runoff Volume (cu-ft)	2368.4214



Peak Flow Hydrologic Analysis

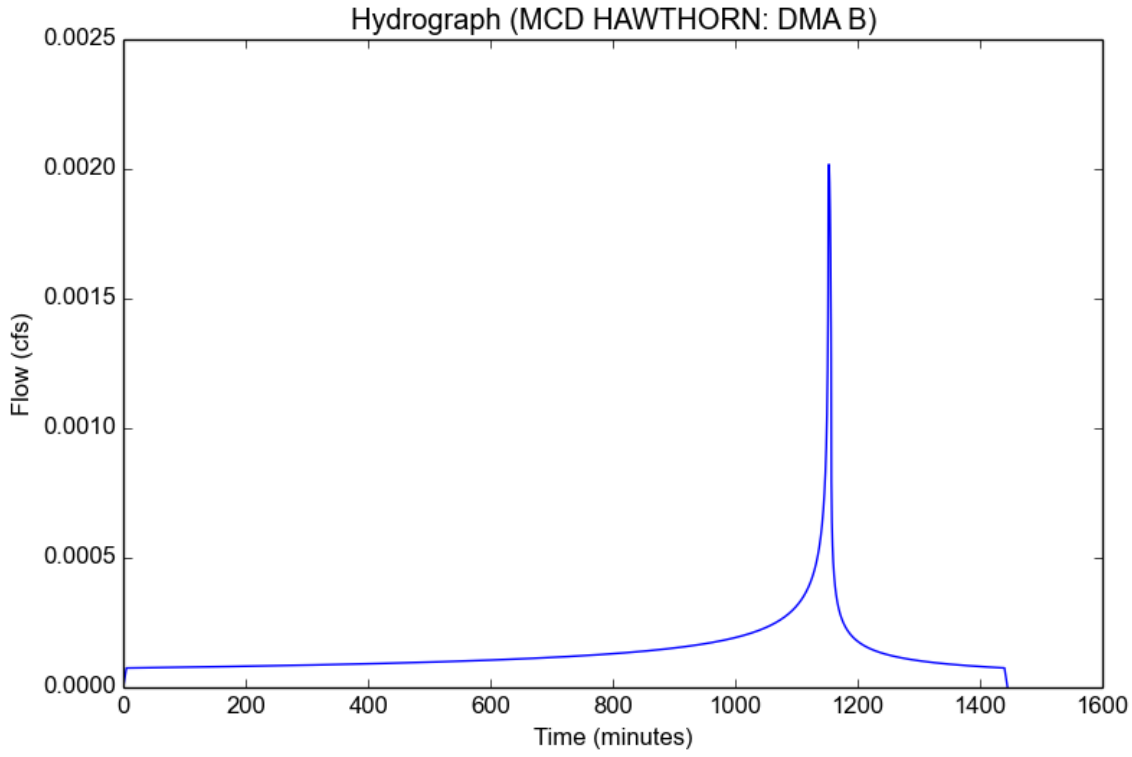
File location: //orafp01/CA_ORA/ORA_LDEV/McDonalds/194015042 - Hawthorne (4-5205)/Reports/HH and Water Quality/4. HH Calculations/Hydrocalc/
Version: HydroCalc 1.0.3

Input Parameters

Project Name	MCD HAWTHORNE
Subarea ID	DMA B
Area (ac)	0.01
Flow Path Length (ft)	10.0
Flow Path Slope (vft/hft)	0.1
85th Percentile Rainfall Depth (in)	0.95
Percent Impervious	0.32
Soil Type	13
Design Storm Frequency	85th percentile storm
Fire Factor	0
LID	True

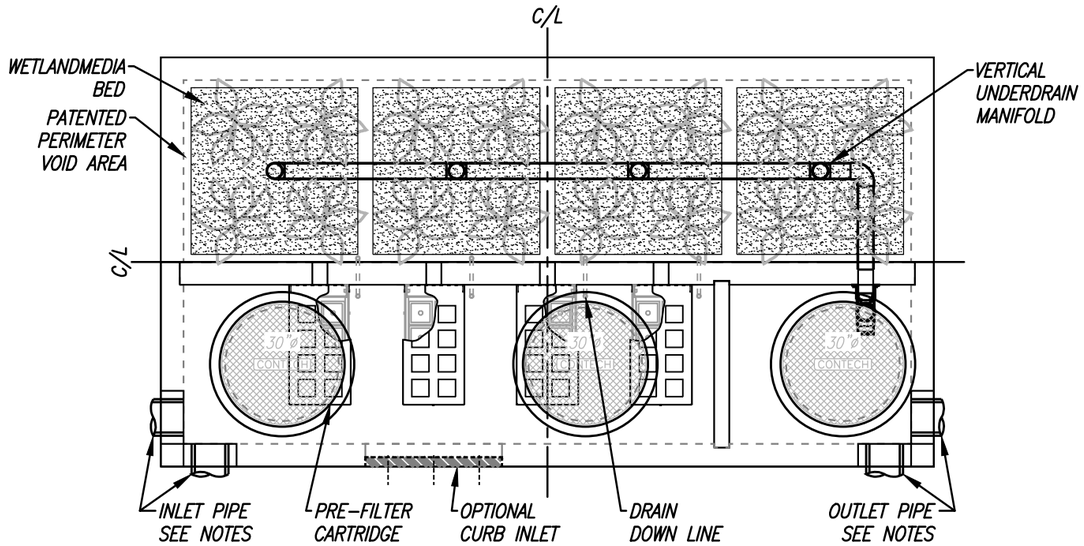
Output Results

Modeled (85th percentile storm) Rainfall Depth (in)	0.95
Peak Intensity (in/hr)	0.5668
Undeveloped Runoff Coefficient (Cu)	0.1
Developed Runoff Coefficient (Cd)	0.356
Time of Concentration (min)	5.0
Clear Peak Flow Rate (cfs)	0.002
Burned Peak Flow Rate (cfs)	0.002
24-Hr Clear Runoff Volume (ac-ft)	0.0003
24-Hr Clear Runoff Volume (cu-ft)	12.1752

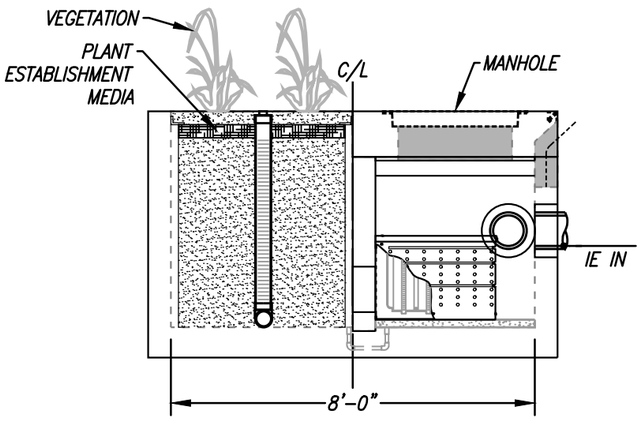


SITE SPECIFIC DATA			
PROJECT NUMBER			
PROJECT NAME			
PROJECT LOCATION			
STRUCTURE ID			
TREATMENT REQUIRED			
TREATMENT FLOW (CFS)			
PRETREATMENT LOADING RATE (GPM/SF)			2.1 GPM/SF
WETLAND MEDIA LOADING RATE (GPM/SF)			1.0
PEAK BYPASS REQUIRED (CFS) – IF APPLICABLE			____ (CFS)
PIPE DATA	I.E.	MATERIAL	DIAMETER
INLET PIPE 1			
INLET PIPE 2			
OUTLET PIPE			
	PRETREATMENT	BIOFILTRATION	DISCHARGE
RIM ELEVATION			
SURFACE LOAD	PEDESTRIAN		
NOTES:			

* PRELIMINARY ONLY - NOT FOR CONSTRUCTION



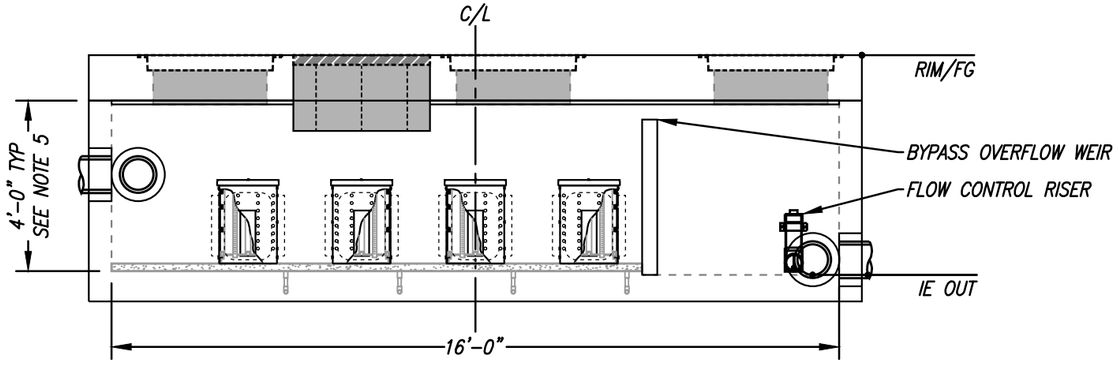
PLAN VIEW



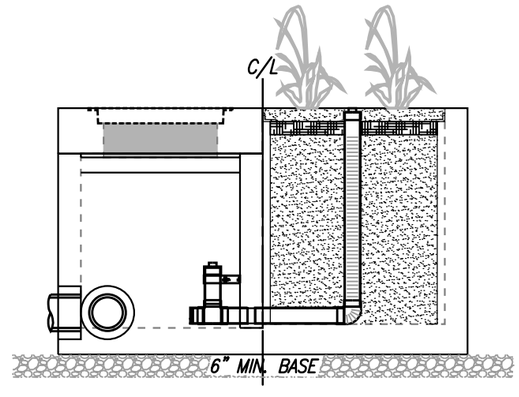
LEFT END VIEW

INSTALLATION NOTES

1. CONTRACTOR TO PROVIDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS REQUIRED TO OFFLOAD AND INSTALL THE SYSTEM AND APPURTENANCES IN ACCORDANCE WITH THIS DRAWING AND THE MANUFACTURER'S SPECIFICATIONS, UNLESS OTHERWISE STATED IN MANUFACTURER'S CONTRACT.
2. UNIT MUST BE INSTALLED ON LEVEL BASE. MANUFACTURER RECOMMENDS A MINIMUM 6" LEVEL ROCK BASE UNLESS SPECIFIED BY THE PROJECT ENGINEER. CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROJECT ENGINEER'S RECOMMENDED BASE SPECIFICATIONS.
3. CONTRACTOR TO SUPPLY AND INSTALL ALL EXTERNAL CONNECTING PIPES. ALL PIPES MUST BE FLUSH WITH INSIDE SURFACE OF CONCRETE (PIPES CANNOT INTRUDE BEYOND FLUSH). INVERT OF OUTFLOW PIPE MUST BE FLUSH WITH DISCHARGE CHAMBER FLOOR. ALL PIPES SHALL BE SEALED WATERTIGHT PER MANUFACTURER'S STANDARD CONNECTION DETAIL.
4. CONTRACTOR RESPONSIBLE FOR CONTACTING CONTECH FOR ACTIVATION OF UNIT. MANUFACTURER'S WARRANTY IS VOID WITHOUT PROPER ACTIVATION BY A CONTECH REPRESENTATIVE.
5. VERTICAL HEIGHT VARIES BASED ON SITE SPECIFIC REQUIREMENTS.



ELEVATION VIEW



RIGHT END VIEW

MODULAR WETLANDS
FOR PATENT INFORMATION, GO TO www.ContechES.com/IP

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MWS-L-8-16-V
STORMWATER BIOFILTRATION SYSTEM
STANDARD DETAIL

8/14/23SCOTT.SERTICH

PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER	
ADS SALES REP	
PROJECT NO.	

Advanced Drainage Systems, Inc.

SiteAssist™
FOR STORMTECH
INSTALLATION INSTRUCTIONS
VISIT OUR APP

MCD HAWTHORNE

HAWTHORNE, CA, USA

SC-310 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH SC-310.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE OR POLYETHYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2922 (POLETHYLENE) OR ASTM F2418 (POLYPROPYLENE), "STANDARD SPECIFICATION FOR CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 400 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
   - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
   - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
   - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2922 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.
10. MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH NOTE #6.32 FOR MANIFOLD SIZING GUIDANCE. DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
11. ADS DOES NOT DESIGN OR PROVIDE MEMBRANE LINER SYSTEMS. TO MINIMIZE THE LEAKAGE POTENTIAL OF LINER SYSTEMS, THE MEMBRANE LINER SYSTEM SHOULD BE DESIGNED BY A KNOWLEDGEABLE GEOTEXTILE PROFESSIONAL AND INSTALLED BY A QUALIFIED CONTRACTOR.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF THE SC-310 SYSTEM

1. STORMTECH SC-310 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH SC-310 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
   - STONESHOOTER LOCATED OFF THE CHAMBER BED.
   - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
   - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE 3/4-2" (20-50 mm).
8. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
9. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH SC-310 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
2. THE USE OF CONSTRUCTION EQUIPMENT OVER SC-310 & SC-740 CHAMBERS IS LIMITED:
   - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
   - NO RUBBER TIRED LOADERS, DUMP TRUCKS, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
   - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO THE CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-800-821-6710 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

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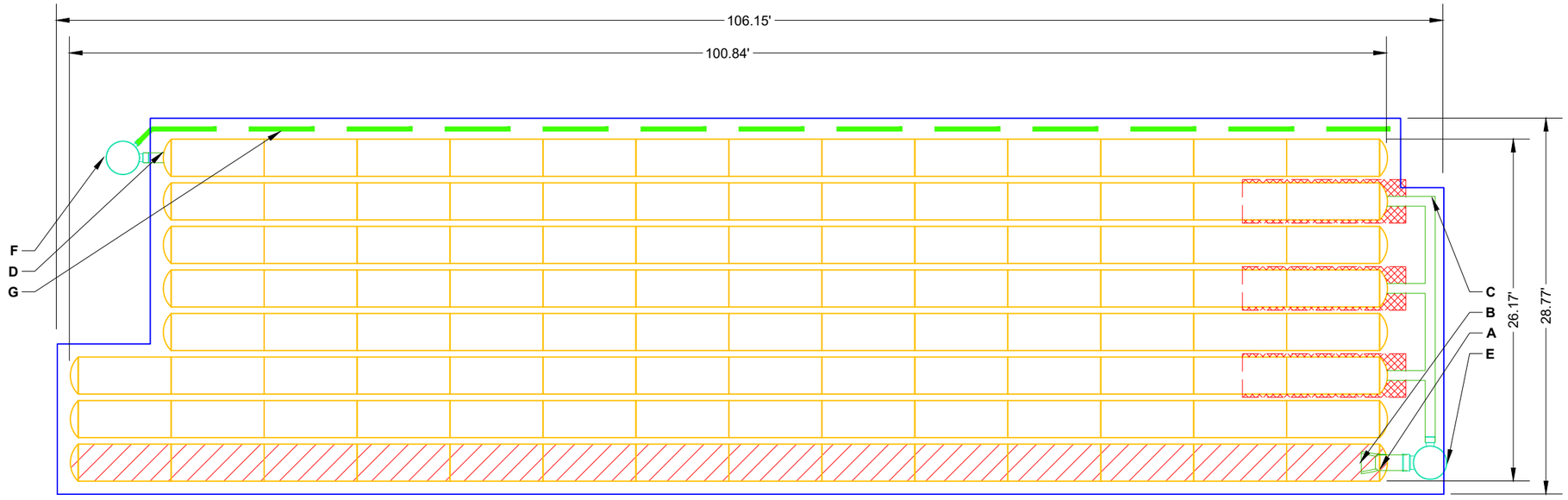
PROPOSED LAYOUT		CONCEPTUAL ELEVATIONS:	
107	STORMTECH SC-310 CHAMBERS	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	9.83
16	STORMTECH SC-310 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	3.83
6	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	3.33
6	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	3.33
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	3.33
3667	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF STONE:	2.33
		TOP OF SC-310 CHAMBER:	1.83
		8" x 8" TOP MANIFOLD INVERT:	0.79
		12" ISOLATOR ROW PLUS INVERT:	0.58
2913	SYSTEM AREA (SF)	8" BOTTOM CONNECTION INVERT:	0.55
269.8	SYSTEM PERIMETER (ft)	BOTTOM OF SC-310 CHAMBER:	0.50
473	THERMOPLASTIC LINER (SY) (20% OVERAGE)	UNDERDRAIN INVERT:	0.00
		BOTTOM OF STONE:	0.00

*INVERT ABOVE BASE OF CHAMBER

PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT*	MAX FLOW
PREFABRICATED EZ END CAP	A	12" BOTTOM PREFABRICATED EZ END CAP, PART#: SC310ECEZ / TYP OF ALL 12" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	0.90"	
FLAMP	B	INSTALL FLAMP ON 12" ACCESS PIPE / PART#: SC31012RAMP		
MANIFOLD	C	8" x 8" TOP MANIFOLD, MOLDED FITTINGS	3.50"	
PIPE CONNECTION	D	8" BOTTOM CONNECTION	0.60"	
NYLOPLAST (INLET W/ ISO PLUS ROW)	E	30" DIAMETER (24.00" SUMP MIN)		2.3 CFS IN
NYLOPLAST (OUTLET)	F	30" DIAMETER (DESIGN BY ENGINEER)		0.7 CFS OUT
UNDERDRAIN	G	4" ADS N-12 DUAL WALL PERFORATED HDPE UNDERDRAIN		



ISOLATOR ROW PLUS
(SEE DETAIL)

PLACE MINIMUM 12.50' OF ADSPLUS625 WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS

THERMOPLASTIC LINER (SEE TECH NOTE #6.50 PROVIDED BY OTHERS / DESIGN BY OTHERS)

NOTES

- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- **NOT FOR CONSTRUCTION**: THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.

MCD HAWTHORNE
HAWTHORNE, CA, USA
DATE: 08/19/2024 | DRAWN: GC | CHECKED: N/A
PROJECT #:

DATE	DRW	CHK	DESCRIPTION

THIS DRAWING IS NOT INTENDED FOR USE IN BIDDING OR CONSTRUCTION WITHOUT THE PROJECT'S ENGINEER OF RECORD (TEOR) OR OTHER PROJECT REPRESENTATIVE. THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS/STORMTECH UNDER THE DIRECTION OF THE PROJECT'S EOR. THE EOR'S PRIOR APPROVAL, EOR SHALL REVIEW THIS DRAWING PRIOR TO BIDDING AND/OR CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE EOR TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

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Chamber System
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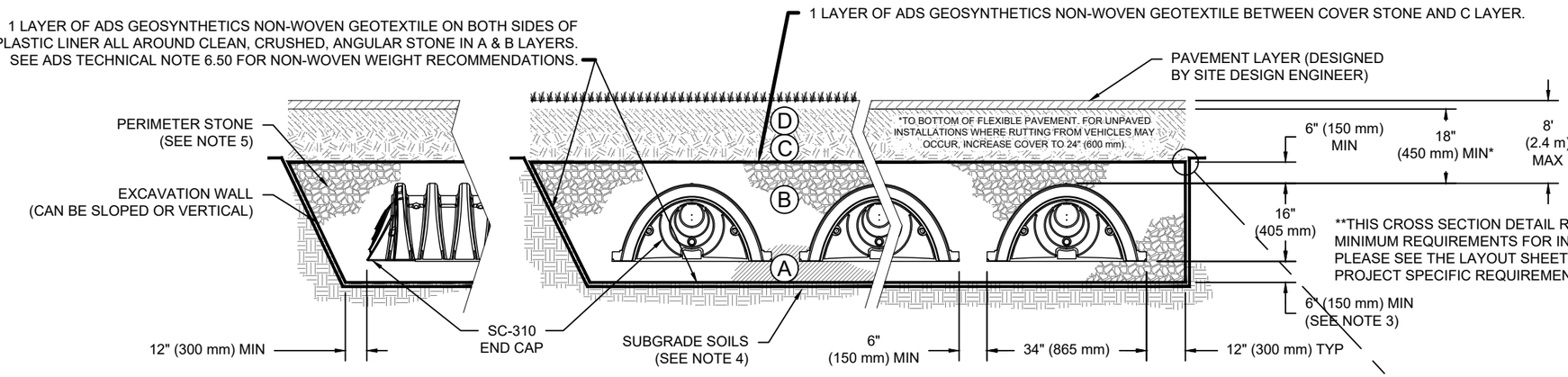
4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

0 10 20

ACCEPTABLE FILL MATERIALS: STORMTECH SC-310 CHAMBER SYSTEMS

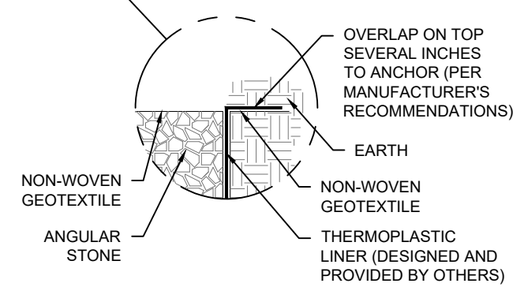
MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE5	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE5	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
5. WHERE RECYCLED CONCRETE AGGREGATE IS USED IN LAYERS 'A' OR 'B' THE MATERIAL SHOULD ALSO MEET THE ACCEPTABILITY CRITERIA OUTLINED IN TECHNICAL NOTE 6.20 "RECYCLED CONCRETE STRUCTURAL BACKFILL".



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2922 (POLETHYLENE) OR ASTM F2418 (POLYPROPYLENE), "STANDARD SPECIFICATION FOR CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. SC-310 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS. REFERENCE STORMTECH DESIGN MANUAL FOR BEARING CAPACITY GUIDANCE.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 400 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.



THERMOPLASTIC LINER DETAIL

MCD HAWTHORNE
HAWTHORNE, CA, USA
DATE: 08/19/2024 | DRAWN: GC | CHECKED: N/A
PROJECT #:

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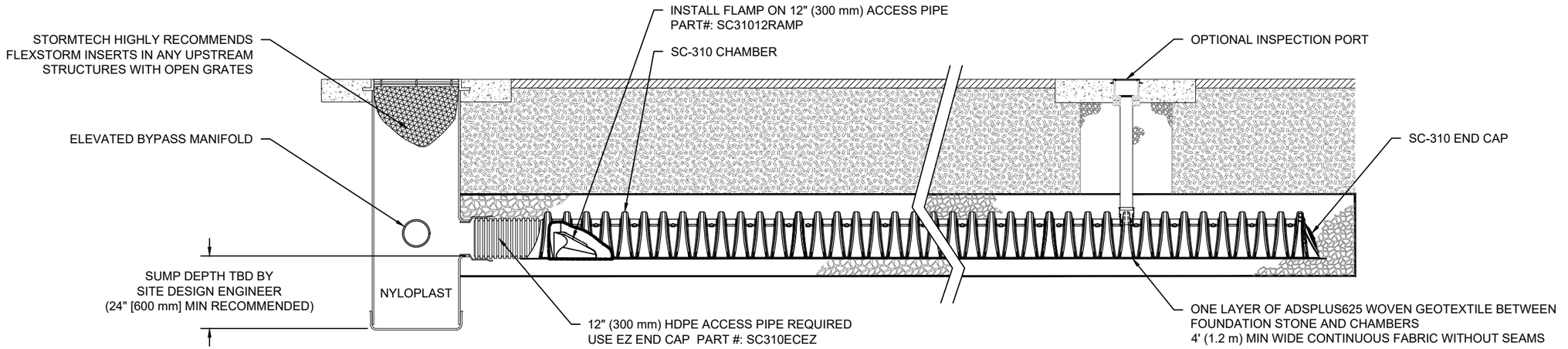

SC-310 ISOLATOR ROW PLUS DETAIL
NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.

2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

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UNDERDRAIN DETAIL

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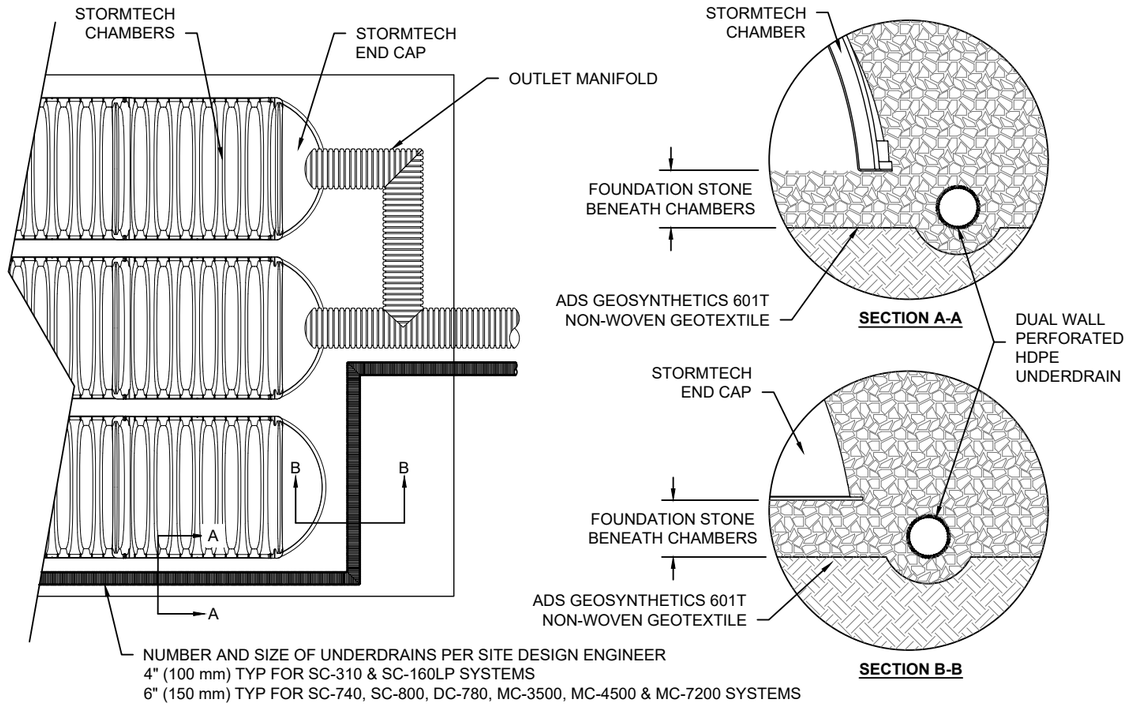
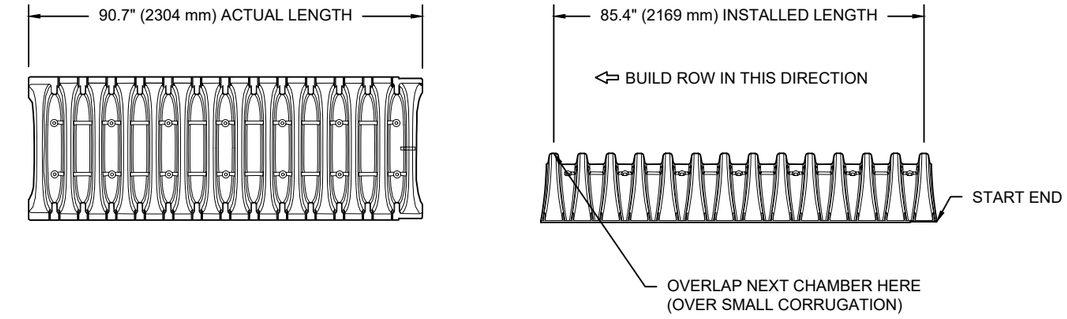


SC-310 TECHNICAL SPECIFICATION

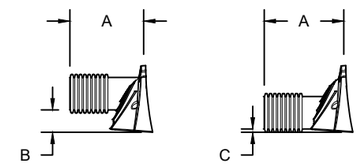
NTS



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	34.0" X 16.0" X 85.4"	(864 mm X 406 mm X 2169 mm)
CHAMBER STORAGE	14.7 CUBIC FEET	(0.42 m³)
MINIMUM INSTALLED STORAGE*	31.0 CUBIC FEET	(0.88 m³)
WEIGHT	35.0 lbs.	(16.8 kg)

*ASSUMES 6" (152 mm) ABOVE, BELOW, AND BETWEEN CHAMBERS



PRE-FAB STUB AT BOTTOM OF END CAP WITH FLAMP END WITH "BR"
PRE-FAB STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PRE-FAB STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
PRE CORED END CAPS END WITH "PC"

PART #	STUB	A	B	C
SC310EPE06T / SC310EPE06TPC	6" (150 mm)	9.6" (244 mm)	5.8" (147 mm)	---
SC310EPE06B / SC310EPE06BPC			---	0.5" (13 mm)
SC310EPE08T / SC310EPE08TPC	8" (200 mm)	11.9" (302 mm)	3.5" (89 mm)	---
SC310EPE08B / SC310EPE08BPC			---	0.6" (15 mm)
SC310EPE10T / SC310EPE10TPC	10" (250 mm)	12.7" (323 mm)	1.4" (36 mm)	---
SC310EPE10B / SC310EPE10BPC			---	0.7" (18 mm)
SC310ECEZ*	12" (300 mm)	13.5" (343 mm)	---	0.9" (23 mm)

ALL STUBS, EXCEPT FOR THE SC310ECEZ ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-800-821-6710.

* FOR THE SC310ECEZ THE 12" (300 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 0.25" (6 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL

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NYLOPLAST DRAIN BASIN

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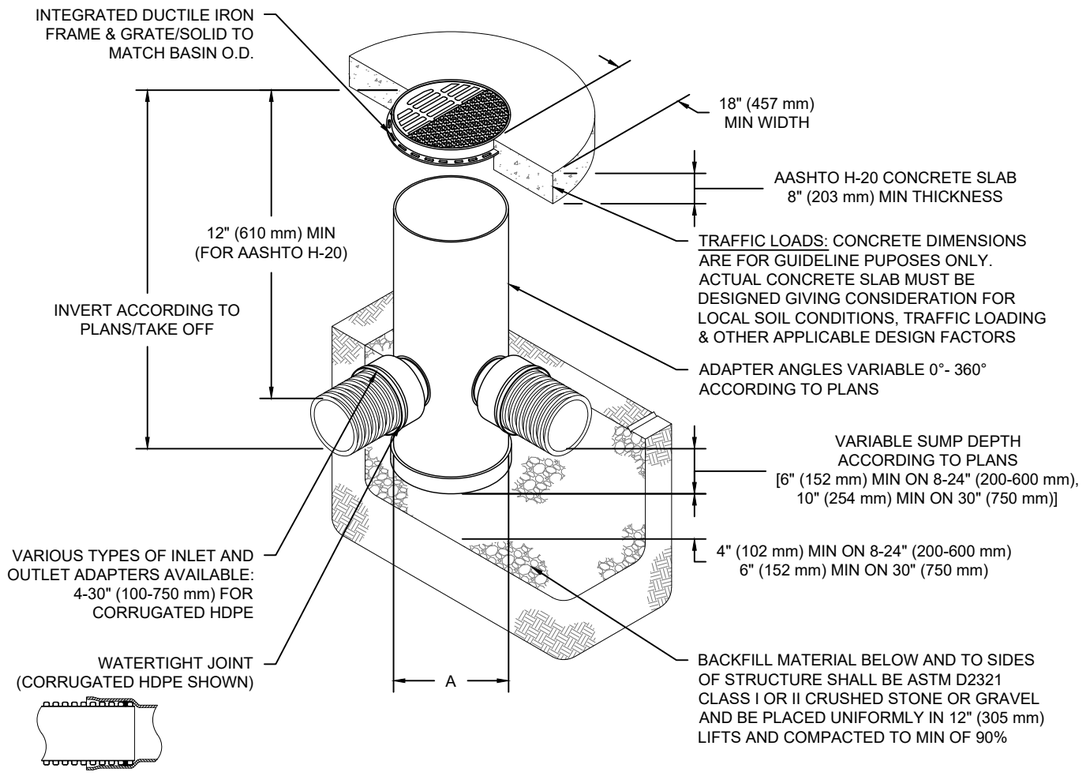

NOTES

1. 8-30" (200-750 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2. 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
4. DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
5. FOR COMPLETE DESIGN AND PRODUCT INFORMATION: **WWW.NYLOPLAST-US.COM**
6. TO ORDER CALL: **800-821-6710**

A	PART #	GRATE/SOLID COVER OPTIONS		
8" (200 mm)	2808AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
10" (250 mm)	2810AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
12" (300 mm)	2812AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
15" (375 mm)	2815AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
18" (450 mm)	2818AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
24" (600 mm)	2824AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
30" (750 mm)	2830AG	PEDESTRIAN AASHTO H-20	STANDARD AASHTO H-20	SOLID AASHTO H-20

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Attachment B

Geotechnical Investigation

GEOTECHNICAL EXPLORATION REPORT
MCDONALD'S SITE ID NO. 0045205
13324 INGLEWOOD AVENUE AND
13324 WEST 133RD STREET
HAWTHORNE, CALIFORNIA

Prepared For

MCDONALD'S USA
18565 JAMBOREE ROAD, SUITE 850
IRVINE, CA 92612

Prepared By

LEIGHTON CONSULTING, INC.
2600 MICHELSON DRIVE, SUITE 400
IRVINE, CA 92612-6540

Project Number 036.0000022167

June 28, 2024

Leighton
a verdantas company

Leighton Consulting, Inc.

June 28, 2024

Project No. 036.0000022167

MCDONALD'S USA
18565 Jamboree Road, Suite 850
Irvine, California 92612

Attention: Mr. Scott Wilkeson

Subject: Geotechnical Exploration Report
McDonald's Site ID No. 0045205
13324 S. Inglewood Avenue And 13324 West 133rd Street
Hawthorne, California

In accordance with your request, we are pleased to provide this report summarizing our geotechnical findings, conclusions and recommendations regarding the design and construction of the proposed project (McDonalds's Hawthorne 45205). Based on the results of our evaluation, it is our opinion that the site is suitable for the intended use provided the recommendations included in herein are implemented during design and construction phases of development.

If you have any questions regarding this report, please do not hesitate to contact the undersigned. We appreciate this opportunity to be of service on this project.

Respectfully submitted,

LEIGHTON CONSULTING, INC.





Christian Delgadillo, GE 3144
Associate Engineer
Ext: 4218; cdelgadillo@leightongroup.com

Distribution: (1) Addressee (PDF copy via email)

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Appendix A – Logs of Exploratory Borings and Percolation Test Results
Appendix B – Results of Geotechnical Laboratory Testing
Appendix C – Earthwork and Grading Specifications
Appendix D – GBA - Important Information About This Geotechnical-Engineering Report

1.0 INTRODUCTION

1.1 Purpose and Scope

This geotechnical exploration is for the proposed Hawthorne 45205 store, located on the southeast corner of South Inglewood Avenue and West 133rd Street in Hawthorne, California. Our scope of services for this exploration included the following:

- Review of available site-specific geologic information and provided site plan.
- A site reconnaissance and excavation, logging, and sampling of four (4) exploratory borings. Approximate locations of these geotechnical borings are depicted on Figure 2, Exploration Location Map. The logs of exploratory borings are presented in Appendix A.
- Percolation testing within the proposed infiltration areas to provide preliminary infiltration rates for the onsite soil. The one (1) percolation test extended to a depth of approximately 5 feet below existing ground surface (bgs). The test data is presented in Appendix A.
- Geotechnical laboratory testing of selected soil samples collected during this evaluation. Test results are presented in Appendix B.
- Geotechnical engineering analyses performed or as directed by a California registered Geotechnical Engineer (GE) and reviewed by a California Certified Engineering Geologist (CEG).
- Preparation of this report, which presents our geotechnical conclusions and recommendations regarding the proposed structures.

This report is not intended to be used as an environmental assessment (Phase I or other), or foundation plan review.

1.2 Site and Project Description

The site is located on the southeast corner of South Inglewood Avenue and West 133rd Street in Hawthorne, California (see Figure 1, Site Location Map). The Los Angeles County Assessor's office has designated the Site as Assessor Parcel Numbers (APN) 4042-011-024 and 4042-011-026. Topographically, the site is relatively flat and bordered by 133rd Street to the north, South Inglewood Avenue to the west, West 134th Street to the south, and commercial/residential buildings to the

east. The Site was formerly occupied by a trailer park; however, there are currently no onsite structures and the property is vacant at this time. There are 17 concrete pads for trailers and one concrete pad for a former structure that appears to have been a rental office and/or managers residence. There are two asphalt-paved driveways and an asphalt-paved parking lot located in the southeast portion of the Site.

We understand that the proposed site development (see Figure 2) includes an approximately 3,694 square-foot building (new McDonald's restaurant) along with a trash enclosure, associated sidewalks, parking and driveways. The proposed building is anticipated to consist of one-story wood-frame structure supported by isolated spread and continuous wall footings founded near existing grades (within upper 3 feet bgs). Based on the preliminary site plan provided to us, we anticipate cut and fill grading of less than 2 feet to create finish site grades. If site development plans significantly differ from those described herein, the report should be subject to further review and evaluation.

2.0 FIELD EXPLORATION AND LABORATORY TESTING

2.1 Field Exploration

Our field exploration consisted of the excavation of four (4) hollow stem auger borings to depths ranging from 11½ to 26½ feet below ground surface (bgs) in areas of planned buildings and parking areas and one (1) percolation test within a designated area of the site, at a depth of 5 feet bgs. During exploration, disturbed/bulk and relatively undisturbed samples were collected for further laboratory testing and evaluation. Approximate locations of these borings are depicted on the Exploration Location Map (see Figure 2). Sampling and logging were conducted by a technical member from our firm. After logging and sampling, the excavations were backfilled with spoils generated during excavation and the surface was patched to match the existing grade using quick set concrete and black dye. The exploration logs are provided in Appendix A.

2.2 Laboratory Testing

Laboratory tests were performed on representative bulk samples to provide a basis for development of earthwork control and foundation design. The laboratory testing program included maximum density and moisture content relationship, corrosion suite, R-value, Direct Shear, consolidation, Atterberg limits, and sieve analysis. The results of our laboratory testing are presented in Appendix B.

3.0 GEOTECHNICAL AND GEOLOGIC FINDINGS

3.1 Subsurface Conditions

Our field exploration, observations, and review of the pertinent literature indicate that the site is underlain by artificial fill (Af) overlying Quaternary old alluvial sediments (Qoa). A more detailed description of each unit is provided on the logs of borings in Appendix A.

- **Artificial fill:** Fill materials were encountered in our borings up to a depth of 5 feet deep. The fill consisted mainly of medium stiff clay and sandy clay. The fill was presumably placed during construction of the former trailer park that occupied the property.

- **Alluvium:** Alluvial materials were encountered in our borings below the artificial fill to the maximum depth explored of 26½ feet As encountered, the alluvial deposits generally consisted of medium dense to very dense clayey sand and sand, and very stiff to hard sandy clay and clay.

3.2 Groundwater and Surface Water

Groundwater was not encountered during this exploration to a maximum depth explored of approximately 26½ feet below existing ground surface. Based on historic high groundwater from the *Seismic Hazard Zone Report for the Inglewood Quadrangle* (CGS, 1998), the groundwater levels reached approximately 47 feet bgs near the site. However, depth to groundwater can fluctuate depending on rainfall and seasonal variation.

3.3 Landslides/Debris Flow and Rockfall

No evidence of on-site landslides/debris flow or rock fall was observed during our field investigation. Due to lack of exposed rock and relatively low topographic relief of surrounding properties, the potential for rock fall due to either erosion or seismic ground shaking is considered negligible.

3.4 Regional Faulting and Fault Activity

The subject site, like the rest of Southern California, is located within a seismically active region as a result of being located near the active margin between the North American and Pacific tectonic plates. The principal source of seismic activity is

movement along the northwest-trending regional fault systems such as the San Andreas Fault Zone. Based on published geologic hazard maps, this site is not located within a currently designated Alquist-Priolo (AP) Earthquake Fault Zone, or a County Fault Zone. The nearest zoned faults are the Newport-Inglewood Fault and the Palos Verdes fault. The Newport- Inglewood Fault is located approximately 2.9 miles northeast away from the site and the Palos Verdes is approximately 5.6 miles southwest of the site.

3.5 Seismicity

As is common for virtually all of Southern California, strong ground shaking can be expected at the site during moderate to severe earthquakes in this general region. Intensity of ground shaking at a given location depends primarily upon earthquake magnitude, site distance from the source, and site response (soil type) characteristics. The seismic coefficients were calculated utilizing an interactive program on current OSHPD website using ASCE 7-16 procedures, as well as USGS Unified Hazard Maps. Based on our exploration and review, the site will be underlain by relatively dense alluvial materials. As such, the site is classified as a Class D site, and the site-specific seismic coefficients are as listed in the following table:

Table 1. 2022 CBC Seismic Coefficients per USGS General Procedure

Site Seismic Coefficients / Coordinates		Value
Latitude		33.9113
Longitude		-118.3610
Mapped Spectra (OSHPD)	Spectral Response – Class D (short), S_S	1.833g
	Spectral Response – Class D (1 sec), S_1	0.645g
	Site Modified Peak Ground Acceleration, PGA_M	0.87g
	Max. Considered Earthquake Spectral Response Acceleration (short), S_{MS}	1.83g
	Max. Considered Earthquake Spectral Response Acceleration – (1 sec), S_{M1}	1.105g[(1)]
	5% Damped Design Spectral Response Acceleration (short), S_{DS}	1.22g
	5% Damped Design Spectral Response Acceleration (1 sec), S_{D1}	0.737g[(1)]
	Peak Ground Acceleration, PGA	0.79g

g = Gravity acceleration
(1) Per Supplement 3 to ASCE 7-16, the seismic parameters S_{M1} and S_{D1} in Table 1 above should be increased by 50% (Site Class D). Alternatively, a site-specific ground motion hazard analysis in accordance with Section 21.2 of ASCE 7-16 is required for this site.

3.6 Secondary Seismic Hazards

Ground shaking can induce "secondary" seismic hazards such as liquefaction, dynamic densification, lateral spreading, flooding, seiche/tsunami, collapsible soils, and ground rupture, as discussed in the following subsections:

3.6.1 Dynamic Settlement (Liquefaction and/or Dry Settlement)

Due to the lack of shallow groundwater and dense nature of underlying older alluvial soils, dynamic settlement (Liquefaction and/or Dry Settlement) is not considered a geologic hazard on this site.

3.6.2 Lateral Spreading

Due to the lack of shallow groundwater and dense nature of underlying materials, lateral spreading is not considered a geologic hazard on this site.

3.6.3 Seiche and Tsunami

Due to the site location and lack of nearby open bodies of water, the possibility of the affects due to seiches or tsunami is considered nil.

3.6.4 Collapsible Soils

Due to the dense nature and relatively high dry densities of the near-surface materials, collapse potential is considered to be low on this site.

3.6.5 Expansive Soils

Expansive soils contain significant amounts of clay particles that swell considerably when wetted and which shrink when dried. Foundations constructed on these swells are subject to uplifting forces caused by swelling. Without proper mitigation measures heaving and cracking of both building foundations and slabs-on-grade could result.

One (1) near-surface (upper 5 feet) bulk sample of clay obtained during our subsurface exploration was tested for expansion potential. The test results indicate that the onsite soils have a "high" expansion potential (Expansion Index of 85). The Expansion Index laboratory test result is included in Appendix B of this report.

3.6.6 Ground Rupture

Since this site is not located within a mapped Fault Zone and there are no known faults within or trending into the property, the possibility of ground surface-fault-rupture is considered very low at this site.

3.7 Percolation/Infiltration Testing

One (1) preliminary percolation test was performed in a proposed infiltration area (see Figure 2) in general accordance with the procedures of the Los Angeles County Public Works Standards (Los Angeles County, 2021). The percolation test was performed at a depth of approximately 5 feet bgs. The percolation test results/data sheets are included in Appendix A.

Per the guidelines by County of Los Angeles Department of Public Works (2021), reduction factors should be applied to measured infiltration rates to determine design values that will represent long-term performance of the proposed infiltration system. A reduction factor of 3 was selected to account for the test method, site variability, and long-term siltation. Results of the percolation testing are summarized in Table 2.

Table 2. Field Percolation Testing Summary

Percolation Test Boring/Well Designation	Percolation Test Method	Approximate Depth of Test Zone Below Ground Surface (feet)	Design Infiltration Rate (in/hr)
LB-4	Falling Head	5	0.01

4.0 CONCLUSIONS AND RECOMMENDATIONS

4.1 General

Based on the results of this exploration, it is our opinion that the site is suitable for the proposed development from a geotechnical viewpoint. Grading of the site should be in accordance with our recommendations included in this report and future recommendations and evaluations made during construction by the geotechnical consultant.

4.2 Earthwork

Earthwork should be performed in accordance with the General Earthwork and Grading Specifications in Appendix C as well as the following recommendations. The recommendations contained in Appendix C, are general grading specifications provided for typical grading projects and some of the recommendations may not be strictly applicable to this project. The specific recommendations contained in the text of this report supersede the general recommendations in Appendix C.

The contract between the developer and earthwork contractor should be worded such that it is the responsibility of the contractor to place fill properly in accordance with the recommendations of this report, the specifications in Appendix C, applicable Grading Ordinances, notwithstanding the testing and observation of the geotechnical consultant during construction.

4.2.1 Site Preparation and Remedial Grading

Prior to grading, the proposed structural improvement areas (i.e. all-structural fill areas, pavement areas, buildings, etc.) should be cleared of stockpiled soils, debris, vegetation, surface and subsurface pipelines and obstructions. Heavy vegetation, roots and debris should be disposed of offsite. Voids created by removal of buried/unsuitable materials should be backfilled with properly compacted soil in general accordance with the recommendations of this report.

- **Building Areas:** Foundation for the proposed building should be underlain by compacted fill reinforced with geogrid to provide a uniform support and reduce potential for differential settlement. The compacted fill should extend a minimum of 3 feet below bottom of the foundation and a minimum 3 feet beyond outside edges of the foundation. Localized

deeper over-excavation (ox) may be required depending on actual field conditions encountered during excavation.

- **Vehicular Pavements/Flatwork:** Pavement areas, driveway, and concrete flatwork should be underlain by a minimum of 1 foot of compacted fill. Local conditions may be encountered that could require additional overexcavation beyond the above noted minimum to obtain an acceptable subgrade.

The actual depths and lateral extents of remedial grading will be determined by Leighton, based on subsurface conditions encountered during grading. Prior to placing fill materials, the pavement subgrade soils should be scarified to a minimum depth of 6 inches, moisture conditioned, and proofrolled. Any soft and/or unsuitable materials encountered at the bottom of the excavations should be removed and replaced with fill material.

4.2.2 Structural Fills

The onsite soils are generally suitable for re-use as compacted fill, provided they are free of debris and organic matter. Areas to receive structural fill and/or other surface improvements should be scarified to a minimum depth of 8 inches, conditioned to at least optimum moisture content, and recompacted. Fill soils should be placed at a minimum of 90 percent relative compaction (based on ASTM D1557) at least 2 to 4 percentage points above optimum moisture content. Placement and compaction of fill should be performed in accordance with local grading ordinances under the observation and testing of the geotechnical consultant. The optimum lift thickness to produce a uniformly compacted fill will depend on the type and size of compaction equipment used. In general, fill should be placed in uniform lifts not exceeding 8 inches in thickness.

4.2.3 Import Soils

Import soils and/or borrow sites, if needed, should be evaluated by us prior to import. Import soils should be uncontaminated, granular in nature, free of organic material (loss on ignition less-than 2 percent), have very low expansion potential (E<21) and have a low corrosion impact to the proposed improvements.

4.2.4 Utility Trenches

Utility trenches should be backfilled with compacted fill in accordance with the *Standard Specifications for Public Works Construction,* ("Greenbook"), 2021 Edition. Fill material above the pipe zone should be placed in lifts not exceeding 8 inches in uncompacted thickness and should be compacted to at least 90 percent relative compaction (ASTM D 1557) by mechanical means only. Site soils may generally be suitable as trench backfill provided these soils are screened of rocks over 1½ inches in diameter and organic matter. If imported sand is used as backfill, the upper 3 feet in building and pavement areas should be compacted to 95 percent. The upper 6 inches of backfill in all pavement areas should be compacted to at least 95 percent relative compaction.

Where granular backfill is used in utility trenches adjacent to moisture sensitive subgrades and foundation soils, we recommend that a cut-off "plug" of impermeable material be placed in these trenches at the perimeter of buildings, and at pavement edges adjacent to irrigated landscaped areas. A "plug" can consist of a 5-foot long section of clayey soils with more than 35-percent passing the No. 200 sieve, or a Controlled Low Strength Material (CLSM) consisting of one sack of Portland-cement plus one sack of bentonite per cubic-yard of sand. CLSM should generally conform to requirements of the "Greenbook". This is intended to reduce the likelihood of water permeating trenches from landscaped areas, then seeping along permeable trench backfill into the building and pavement subgrades, resulting in wetting of moisture sensitive subgrade soils under buildings and pavements.

Excavation of utility trenches should be performed in accordance with the project plans, specifications and the *California Construction Safety Orders* (latest Edition). The contractor should be responsible for providing a "competent person" as defined in Article 6 of the *California Construction Safety Orders*. Contractors should be advised that sandy soils (such as fills generated from the onsite alluvium) could make excavations particularly unsafe if all safety precautions are not properly implemented. In addition, excavations at or near the toe of slopes and/or parallel to slopes may be highly unstable due to the increased driving force and load on the trench wall. Spoil piles from the excavation(s) and construction equipment should

be kept away from the sides of the trenches. Leighton Consulting, Inc. does not consult in the area of safety engineering.

4.2.5 Shrinkage

The volume change of excavated onsite soils upon recompaction is expected to vary with materials, density, insitu moisture content, and location and compaction effort. The in-place and compacted densities of soil materials vary and accurate overall determination of shrinkage and bulking cannot be made. Therefore, we recommend site grading include, if possible, a balance area or ability to adjust grades slightly to accommodate some variation. Based on our geotechnical laboratory results, we expect recompaction shrinkage (when recompacted to an average 92 percent of ASTM D1557) to vary between 5% and 15%, where the shrinkage decreases with depth.

4.2.6 Drainage

All drainage should be directed away from structures and pavements by means of approved permanent/temporary drainage devices. Adequate storm drainage of any proposed pad should be provided to avoid wetting of foundation soils. Irrigation adjacent to buildings should be avoided when possible. As an option, sealed-bottom planter boxes and/or drought resistant vegetation should be used within 5-feet of buildings.

4.3 Foundation Design

4.3.1 Design Parameters – Spread/Continuous Shallow Footings

Footings should be embedded at least 18-inches below lowest adjacent grade for the proposed structure. Footing embedment should be measured from lowest adjacent finished grade, considered as the top of interior slabs-on-grade or the finished exterior grade, excluding landscape topsoil, whichever is lower. Footings located adjacent to utility trenches or vaults should be embedded below an imaginary 1:1 (horizontal:vertical) plane projected upward and outward from the bottom edge of the trench or vault, up towards the footing.

- **Bearing Capacity**: For footings on newly placed, properly compacted fill soil, an allowable vertical bearing capacity of 2,000 pounds-per-square-foot (psf) should be used. These footings should have a minimum base width of 12 inches for continuous wall footings and a minimum bearing area of 3 square feet (1.75-ft by 1.75-ft) for pad foundations. The bearing pressure value may be increased by 250 psf for each additional foot of embedment or each additional foot of width to a maximum vertical bearing value of 3,000 psf. Additionally, these bearing values may be increased by one-third when considering short-term seismic or wind loads. A modulus of subgrade reaction, K of 60 pounds per cubic inch (pci) may be used for design.

- **Lateral loads**: Lateral loads may be resisted by friction between the footings and the supporting subgrade. A maximum allowable frictional resistance of 0.35 may be used for design. In addition, lateral resistance may be provided by passive pressures acting against foundations poured neat against properly compacted granular fill. We recommend that an allowable passive pressure based on an equivalent fluid pressure of 390 pounds-per-cubic-foot (pcf) be used in design. These friction and passive values have already been reduced by a factor-of-safety of 1.5.

4.3.2 Settlement Estimates

Based on structural loads and foundation conditions described in Section 1.2, proposed buildings should be designed in anticipation of 1-inch of total settlement and 0.5-inch differential settlement within a 40-foot horizontal distance. If greater column/wall loads or deeper footings are required, we should re-evaluate our foundation recommendations, and re-calculate settlement estimates.

4.4 Slab-On-Grade

From a geotechnical standpoint, we recommend slab-on-grade floor slab be a minimum 5 inches thick with No. 3 rebar placed at the center of the slab at 18 inches on center in each direction. The structural engineer should design the actual thickness and reinforcement based on anticipated loading conditions. Where moisture-sensitive floor coverings or equipment is planned, the slabs should be protected by a minimum 10-mil thick vapor barrier between the slab and subgrade.

Exterior concrete slabs that are not subject to vehicular loading, such as patio slabs and sidewalks, should be at least 4 inches thick. We suggest that the exterior concrete slabs be reinforced using No. 3 rebar, 18 inches on center in both directions, placed at mid-thickness. Prior to placement of rebar and concrete, we recommend subgrade for the concrete flatwork be pre-saturated to 1.3 times the optimum moisture content to a minimum depth of 18 inches.

Minor cracking of concrete after curing due to drying and shrinkage is normal and should be expected; however, concrete is often aggravated by a high water/cement ration, high concrete temperature at the time of placement, small nominal aggregate size, and rapid moisture loss due to hot, dry, and/or windy weather conditions during placement and curing. Cracking due to temperature and moisture fluctuations can also be expected. The use of low-slump concrete or low water/cement ratios can reduce the potential for shrinkage cracking. Additionally, our experience indicates that the use of reinforcement in slabs and foundations can generally reduce the potential for concrete cracking.

To reduce the potential for excessive cracking, concrete slabs-on-grade should be provided with construction or weakened plane joints at frequent intervals. Joints should be laid out to form approximately square panels.

4.5 Retaining Walls

Retaining wall earth pressures are a function of the amount of wall yielding horizontally under load. If the wall can yield enough to mobilize full shear strength of backfill soils, then the wall can be designed for "active" pressure. If the wall cannot yield under the applied load, the shear strength of the soil cannot be mobilized and the earth pressure will be higher. Such walls should be designed for "at rest" conditions. If a structure moves toward the soils, the resulting resistance developed by the soil is the "passive" resistance. Retaining walls backfilled with non-expansive soils can be designed using the following equivalent fluid pressures:

Table 3. Retaining Wall Design Earth Pressures (Static, Drained)

Loading Conditions	Equivalent Fluid Density (pcf)
	Level Backfill
Active	40
At-Rest	60
Passive*	300

* This assumes level condition in front of the wall will remain for the duration of the project, not to exceed 3,000 psf at depth.

Retaining walls retaining more than 6 feet of soil should consider a seismic earth pressure increment with an inverted triangular distribution of 30 psf/foot in addition to the active earth pressure provided above. The above values do not contain an appreciable factor of safety, so the structural engineer should apply the applicable factors of safety and/or load factors during design.

Unrestrained (yielding) cantilever walls should be designed for the active equivalent-fluid weight value provided above for very low expansive soils that are free draining. In the design of walls restrained from movement at the top (non-yielding) such as basement or elevator pit/utility vaults, the at-rest equivalent fluid weight value should be used. Total depth of retained earth for design of cantilever walls should be measured as the vertical distance below the ground surface measured at the wall face for stem design, or measured at the heel of the footing for overturning and sliding calculations. Should a sloping backfill other than a 2:1 (horizontal: vertical) be constructed above the wall (or a backfill is loaded by an adjacent surcharge load), the equivalent fluid weight values provided above should be re-evaluated on an individual case basis by us. Non-standard wall designs should also be reviewed by us prior to construction to check that the proper soil parameters have been incorporated into the wall design.

All retaining walls should be provided with appropriate drainage. The outlet pipe should be sloped to drain to a suitable outlet. Wall backfill should be non-expansive (EI $\leq$ 21) sands compacted by mechanical methods to a minimum of 90 percent relative compaction (ASTM D 1557). Clayey site soils should not be used as wall backfill. Walls should not be backfilled until wall concrete attains the 28-day compressive strength and/or as determined by the Structural Engineer that the wall is structurally capable of supporting backfill. Lightweight compaction equipment should be used, unless otherwise approved by the Structural Engineer.

4.6 Soil Corrosivity

One representative soil sample was evaluated for corrosivity to concrete and steel. The test results are presented in Appendix B, Laboratory Test Results, and design Recommendations pertaining to soil corrosivity are presented below.

We anticipate that concrete structures will be exposed to moisture from precipitation and irrigation. Based on the site location and the results of chloride testing of the site soils, we do not anticipate that concrete structures will be exposed to external sources of chlorides, such as deicing chemicals, salt, brackish water, or seawater.

American Concrete Institute (ACI) specifies exposure category C1 where concrete is exposed to moisture, but not to external sources of chlorides based on Table 19.3.1.1 of ACI 318 (2014). ACI provides concrete design recommendations in Table 19.3.2.1, including a minimum compressive strength of 2,500 psi and a maximum chloride content of 0.3 percent for non-prestressed concrete and 0.06 percent for prestressed concrete.

Based on laboratory testing, the onsite soils are expected to possess negligible sulfate content (<1,000 ppm). ACI 318 (2014) specifies exposure category S0 based on Table 19.3.1.1. There is no cement type specified for exposure category S0 based on Table 19.3.2.1; however, a minimum compressive strength of 2,500 psi should be used. Type II cement or equivalent may be used. Further testing should be performed at the completion of site grading to confirm such conditions.

The measured value of the minimum electrical resistivity of the sample when saturated was 750 ohm-cm for the tested soil sample. This indicates that the soils tested at the site are “very severely corrosive” to ferrous metals based on findings of studies presented in the American Society for Testing and Materials (ASTM) STP 1013 titled “Effects of Soil Characteristics on Corrosion” (February 1989). A qualified corrosion consultant should provide appropriate corrosion mitigation for ferrous metals in contact with the onsite soils.

This is a conservative assessment based on limited sampling; therefore, additional corrosion testing should be performed at the completion of grading or as recommended by a qualified corrosion consultant.

4.7 Preliminary Pavement Design

Our preliminary pavement design is based on a design R-value of at least 5, and the Caltrans Highway Design Manual. For planning and estimating purposes, the pavement sections are calculated for a range of Traffic Indexes (TI) as listed in table below.

Table 4. Asphalt Pavement Sections

Traffic Index (TI)	Asphalt Concrete (inches)	Aggregate Base (inches)
5	4	9
6	4½	13
7	5½	14

Appropriate Traffic Index (TI) should be selected or verified by the project civil engineer and actual R-value of the subgrade soils will need to be verified after completion of site grading. Pavement design and construction should also conform to applicable local City, County and industry standards. The Caltrans pavement section design calculations were based on a pavement life of approximately 20 years with periodic flexible pavement maintenance.

Where applicable, we recommend that a minimum of 6 inches of PCC pavement be used in high impact load areas or if to be subjected to truck traffic. The PCC pavement should be placed on a minimum 6-inch aggregate base. The PCC pavement should have a minimum of 28-day compressive strength of 3250 psi. Other requirements of Caltrans Standard Specifications regarding mixing and placing of concrete should be followed.

The upper 6 inches of the subgrade soils should be moisture-conditioned to near optimum moisture content, compacted to at least 95 percent relative compaction (ASTM D1557) and kept in this condition until the pavement section is constructed. Minimum relative compaction requirements for aggregate base should be 95 percent of the maximum laboratory density as determined by ASTM D1557. If applicable, aggregate base should conform to the “Standard Specifications for Public Works Construction” (green book) current edition or Caltrans Class 2 aggregate base.

If pavement areas are adjacent to heavily watered landscape areas, some deterioration of the subgrade load bearing capacity and pavement failure may result. Moisture control measures such as deepened curbs or other moisture

barrier materials may be used to prevent the subgrade soils from becoming saturated. The use of concrete cutoff or edge barriers should be considered when pavement is planned adjacent to either open (unfinished) or irrigated landscaped areas.

5.0 GEOTECHNICAL CONSTRUCTION SERVICES

Geotechnical review is of paramount importance in engineering practice. Poor performances of many foundation and earthwork projects have been attributed to inadequate construction review. We recommend that Leighton Consulting, Inc. be provided the opportunity to review the grading plan and foundation plan(s) prior to bid.

Reasonably-continuous construction observation and review during site grading and foundation installation allows for evaluation of the actual soil conditions and the ability to provide appropriate revisions where required during construction. Geotechnical conclusions and preliminary recommendations should be reviewed and verified by Leighton Consulting, Inc. during construction, and revised accordingly if geotechnical conditions encountered vary from our findings and interpretations. Geotechnical observation and testing should be provided:

- After completion of site demolition and clearing,
- During over-excavation of compressible soil,
- During compaction of all fill materials,
- After excavation of all footings and prior to placement of concrete,
- During utility trench backfilling and compaction, and
- When any unusual conditions are encountered.

Additional geotechnical exploration and analysis may be required based on final development plans, for reasons such as significant changes in proposed structure locations/footprints. We should review grading (civil) and foundation (structural) plans, and comment further on geotechnical aspects of this project.

6.0 LIMITATIONS

This report was based in part on data obtained from a limited number of observations, site visits, soil excavations, samples and tests. Such information is, by necessity, incomplete. The nature of many sites is such that differing soil or geologic conditions can be present within small distances and under varying climatic conditions. Changes in subsurface conditions can and do occur over time. Therefore, our findings, conclusions and recommendations presented in this report are based on the assumption that we (Leighton Consulting, Inc.) will provide geotechnical observation and testing during construction as the Geotechnical Engineer of Record for this project. Please refer to Appendix D, GBA's *Important Information About This Geotechnical-Engineering Report*, prepared by the Geoprofessional Business Association (GBA) presenting additional information and limitations regarding geotechnical engineering studies and reports.

This report was prepared for the sole use of Client and their design team, for application to design of the proposed maintenance building, in accordance with generally accepted geotechnical engineering practices at this time in California. Any unauthorized use of or reliance on this report constitutes an agreement to defend and indemnify Leighton Consulting, Inc. from and against any liability, which may arise as a result of such use or reliance, regardless of any fault, negligence, or strict liability of Leighton Consulting, Inc.

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Project: 22167	Eng/Geol: CD
Scale: 1 " = 2,000 '	Date: April 2024
Base Map: ESRI ArcGIS Online 2024 Author: (btran)	

SITE LOCATION MAP

McDonalds 45205
13324 West 133rd Street
Hawthorne, California 90250

FIGURE 1

Leighton

Map Saved as Z:\Project Files\MA-NZ\McDonaldsUSA\22167 - 45205 Hawthorne Geotech\Verdantas Folders\GIS\Maps\22167_F01_SLM_2024-04-05.mxd on 4/4/2024 4:40:19 PM

Legend

LB-4 — Approximate location of boring showing total depth (T.D.)

Approximate Site Boundary

INGLEWOOD AVENUE

134TH STREET

W 134th St

W 133rd St

SITE AREA ±37,500 S.F. - ±0.86 ACRES

LB-4
T.D.5'
Perc@0-5'

LB-3
T.D.11.5'

LB-2
T.D.16.5'

LB-1
T.D.26.5'

MCDONALDS
4584 BUILDING
3,684 SF

SITE SIGN

DRIVE THRU

THANK YOU

TRASH ENCLOSURE

±150.0'

±400.0'

N

0 30 60

Feet

© 2024 Microsoft Corporation © 2024 Maxar ©CNES (2024) Distribution Airbus DS © 2024 TomTom

Project: 22167	Eng/Geol: CD
Scale: 1 " = 30 '	Date: May 2024

Reference: Delivery Truck Plan - Option 2
Sheet CP1.20 by Sevan Engineering, P.C.

EXPLORATION LOCATION MAP

McDonalds 45205
13324 West 133rd Street
Hawthorne, California

FIGURE 2

Leighton

Map Saved as Z:\Project Files\MA-NZ\McDonaldsUSA\22167 - 45205 Hawthorne Geotech\Verdantas Folders\GIS\Maps\22167_F02_ELM_2024-05-23.mxd on 4/5/2024 9:13:38 AM Author: (btran)

APPENDIX A

LOGS OF EXPLORATORY BORINGS AND PERCOLATION TEST RESULTS

APPENDIX A

LOGS OF EXPLORATORY BORINGS AND PERCOLATION TEST RESULTS

Encountered earth materials were logged and sampled in the field by our representative and described in accordance with the Unified Soil Classification System (ASTM D 2488). Representative soil samples were transported to our in-house Irvine laboratory for geotechnical testing. After logging and sampling, our borings were backfilled with spoils generated during drilling and capped with quickset concrete andblack dye.

One shallow boring LB-4 was drilled to a depth of 5 and converted to a temporary percolation test well. The boring was pre-soaked upon completion of drilling in preparation for in-situ percolation testing. The testing was performed in general accordance with County of Los Angeles Department of Public Works (LADPW) Guidelines for Geotechnical Investigation and Reporting Low Impact Development Stormwater Infiltration, dated June 30, 2021 (LADPW, 2021). After the conclusion of percolation testing, the PVC pipe was removed from the test well and the test well was backfilled with soil cuttings and capped with quickset concrete and black dye.

GEOTECHNICAL BORING LOG LB-1

Project No.	036.0000022167	**Date Drilled**	3-15-24
Project	McDonald's Hawthone 45205	**Logged By**	RM
Drilling Co.	BC2	**Hole Diameter**	8"
Drilling Method	Hollow Stem Auger - 140lb - Autohammer - 30" Drop	**Ground Elevation**	82'
Location	See *Figure 2 - Exploration Location Map*	**Sampled By**	RM

Elevation Feet	Depth Feet	Graphic Log (N S)	Attitudes	Sample No.	Bulk / Driven	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	SOIL DESCRIPTION	Type of Tests
										This Soil Description applies only to a location of the exploration at the time of sampling. Subsurface conditions may differ at other locations and may change with time. The description is a simplification of the actual conditions encountered. Transitions between soil types may be gradual.	
82	0			B-1					CH	@Surface: 2-inches of Asphalt Concrete	AL, EI, CR
										Artificial Fill (Af)	
80										@2": Fat CLAY, medium stiff, very dark brown, moist, high plasticity.	
	5			R-1		9 12 14	111	16	CL	**Quaternary-aged old alluvium deposits (Qoa)**	DS
75										@5': Lean CLAY, very stiff, olive brown, slightly moist, oxidation.	
	10			R-2		9 20 31	118	9	SP	@10': Poorly-graded SAND, dense, light yellow brown mottled with oxidation, slightly moist, very fine sands, trace fines.	
70											
	15			R-3		7 14 19	108	20	CL	@15': SANDY CLAY, hard, light gray mottled with brown, slightly moist, fine to medium coarse sand, trace calcium carbonate, medium plasticity.	
65											
	20			R-4		10 13 25	98	27	CL		
60											
	25			R-5		4 36 50	105	12	SP	@25': Poorly-graded SAND, very dense, light brown mottled with orange and mica, slightly moist, very fine sand, trace fines.	
55										**TOTAL DEPTH = 26.5 FEET** **GROUNDWATER NOT ENCOUNTERED** **BACKFILL WITH SOIL CUTTINGS** **SURFACE PATCHED TO MATCH EXISTING SURFACE**	
	30										

SAMPLE TYPES:

- B BULK SAMPLE
- C CORE SAMPLE
- G GRAB SAMPLE
- R RING SAMPLE
- S SPLIT SPOON SAMPLE
- T TUBE SAMPLE

TYPE OF TESTS:

- -200 % FINES PASSING
- AL ATTERBERG LIMITS
- CN CONSOLIDATION
- CO COLLAPSE
- CR CORROSION
- CU UNDRAINED TRIAXIAL
- DS DIRECT SHEAR
- EI EXPANSION INDEX
- H HYDROMETER
- MD MAXIMUM DENSITY
- PP POCKET PENETROMETER
- RV R VALUE
- SA SIEVE ANALYSIS
- SE SAND EQUIVALENT
- SG SPECIFIC GRAVITY
- UC UNCONFINED COMPRESSIVE STRENGTH

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*** * * This log is a part of a report by Leighton and should not be used as a stand-alone document. * * ***

GEOTECHNICAL BORING LOG LB-2

Project No.	036.0000022167	**Date Drilled**	3-15-24
Project	McDonald's Hawthone 45205	**Logged By**	RM
Drilling Co.	BC2	**Hole Diameter**	8"
Drilling Method	Hollow Stem Auger - 140lb - Autohammer - 30" Drop	**Ground Elevation**	83'
Location	See *Figure 2 - Exploration Location Map*	**Sampled By**	RM

Elevation Feet	Depth Feet	Graphic Log (N / S)	Attitudes	Sample No.	Bulk / Driven	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	SOIL DESCRIPTION	Type of Tests
83	0			B-1					CL	@Surface: 2-inches of Asphalt Concrete **Artificial Fill (Af)** @2": SANDY CLAY, medium stiff, dark brown, moist, very fine sand, medium plasticity.	
80	5			R-1		6 18 30	105	17	SC	**Quaternary-aged old alluvium deposits (Qos)** @5': CLAYEY SAND, dense, light gray brown, mottled with oxidation, slightly moist, very fine sand, medium plasticity.	
75	10			R-2		7 19 34	111	19	SP	@10': Poorly-graded SAND w/ CLAY, dense, light gray brown, mottled with oxidation, slightly moist to moist, fine to medium coarse sand, medium plasticity.	
70	15			R-3		8 15 22	91	31	CL	@15': SANDY CLAY, hard, light gray brown, mottled with oxidation, slightly moist to moist, very fine sand, medium plasticity.	
65	20									**TOTAL DEPTH = 16.5 FEET** **GROUNDWATER NOT ENCOUNTERED** **BACKFILL WITH SOIL CUTTINGS** **SURFACE PATCHED TO MATCH EXISTING SURFACE**	
60	25										
55	30										

This Soil Description applies only to a location of the exploration at the time of sampling. Subsurface conditions may differ at other locations and may change with time. The description is a simplification of the actual conditions encountered. Transitions between soil types may be gradual.

SAMPLE TYPES:

B	BULK SAMPLE
C	CORE SAMPLE
G	GRAB SAMPLE
R	RING SAMPLE
S	SPLIT SPOON SAMPLE
T	TUBE SAMPLE

TYPE OF TESTS:

-200	% FINES PASSING	DS	DIRECT SHEAR	SA	SIEVE ANALYSIS
AL	ATTERBERG LIMITS	EI	EXPANSION INDEX	SE	SAND EQUIVALENT
CN	CONSOLIDATION	H	HYDROMETER	SG	SPECIFIC GRAVITY
CO	COLLAPSE	MD	MAXIMUM DENSITY	UC	UNCONFINED COMPRESSIVE STRENGTH
CR	CORROSION	PP	POCKET PENETROMETER		
CU	UNDRAINED TRIAXIAL	RV	R VALUE		

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GEOTECHNICAL BORING LOG LB-3

Project No.	036.0000022167	**Date Drilled**	3-15-24
Project	McDonald's Hawthone 45205	**Logged By**	RM
Drilling Co.	BC2	**Hole Diameter**	8"
Drilling Method	Hollow Stem Auger - 140lb - Autohammer - 30" Drop	**Ground Elevation**	83'
Location	See *Figure 2 - Exploration Location Map*	**Sampled By**	RM

Elevation Feet	Depth Feet	Graphic Log (N / S)	Attitudes	Sample No. (Bulk / Driven)	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	SOIL DESCRIPTION	Type of Tests
									This Soil Description applies only to a location of the exploration at the time of sampling. Subsurface conditions may differ at other locations and may change with time. The description is a simplification of the actual conditions encountered. Transitions between soil types may be gradual.	
83	0			B-1				CL	@Surface: 2-inches of Asphalt Concrete **Artificial Fill (Af)** @2": SANDY CLAY, stiff, dark brown, moist, very fine sand, medium to high plasticity.	
80	5			R-1	6 8 9	98	26	CL	**Quaternary-aged old alluvium deposits (Qoa)** @5': Lean CLAY, very stiff, brown, moist, very fine sand, low plasticity, oxidation.	CN
75	10			R-2	5 9 11	106	20	SP	@10': Poorly-graded SAND, medium dense, light gray brown with mica, moist, very fine sand, trace fines.	
70	15								**TOTAL DEPTH = 11.5 FEET** **GROUNDWATER NOT ENCOUNTERED** **BACKFILL WITH SOIL CUTTINGS** **SURFACE PATCHED TO MATCH EXISTING SURFACE**	
65	20									
60	25									
55	30									

SAMPLE TYPES:

- B BULK SAMPLE
- C CORE SAMPLE
- G GRAB SAMPLE
- R RING SAMPLE
- S SPLIT SPOON SAMPLE
- T TUBE SAMPLE

TYPE OF TESTS:

- -200 % FINES PASSING
- AL ATTERBERG LIMITS
- CN CONSOLIDATION
- CO COLLAPSE
- CR CORROSION
- CU UNDRAINED TRIAXIAL
- DS DIRECT SHEAR
- EI EXPANSION INDEX
- H HYDROMETER
- MD MAXIMUM DENSITY
- PP POCKET PENETROMETER
- RV R VALUE
- SA SIEVE ANALYSIS
- SE SAND EQUIVALENT
- SG SPECIFIC GRAVITY
- UC UNCONFINED COMPRESSIVE STRENGTH

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GEOTECHNICAL BORING LOG LB-4

Project No.	036.0000022167	**Date Drilled**	3-15-24
Project	McDonald's Hawthone 45205	**Logged By**	RM
Drilling Co.	BC2	**Hole Diameter**	8"
Drilling Method	Hollow Stem Auger - 140lb - Autohammer - 30" Drop	**Ground Elevation**	82'
Location	See *Figure 2 - Exploration Location Map*	**Sampled By**	RM

Elevation Feet	Depth Feet	Graphic Log (N / S)	Attitudes	Sample No.	Bulk / Driven	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	SOIL DESCRIPTION	Type of Tests
82	0			B-1					CH	@Surface: Vegitation. **Artificial Fill (Af)** @0": Fat CLAY, very stiff, very dark brown, moist, trace fine sand, high plasticity.	RV
77	5			R-1		4 14 16			CL	**Quaternary-aged old alluvium deposits (Qoa)** @5": Lean CLAY, very stiff, dark brown, slightly moist, low plasticity.	-200
75.5	6.5									**TOTAL DEPTH = 6.5 FEET** **GROUNDWATER NOT ENCOUNTERED** **BACKFILL WITH SOIL CUTTINGS** **CONVERTED TO PERCOLATION TEST**	

SAMPLE TYPES:

- B BULK SAMPLE
- C CORE SAMPLE
- G GRAB SAMPLE
- R RING SAMPLE
- S SPLIT SPOON SAMPLE
- T TUBE SAMPLE

TYPE OF TESTS:

- -200 % FINES PASSING
- AL ATTERBERG LIMITS
- CN CONSOLIDATION
- CO COLLAPSE
- CR CORROSION
- CU UNDRAINED TRIAXIAL
- DS DIRECT SHEAR
- EI EXPANSION INDEX
- H HYDROMETER
- MD MAXIMUM DENSITY
- PP POCKET PENETROMETER
- RV R VALUE
- SA SIEVE ANALYSIS
- SE SAND EQUIVALENT
- SG SPECIFIC GRAVITY
- UC UNCONFINED COMPRESSIVE STRENGTH

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Boring Percolation Test Data Sheet

Project Number:	036.0000022167	**Test Hole Number:**	LB-4
Project Name:	MCD Hawthorne	**Date Excavated:**	3/15/2024
Earth Description:	Clay	**Date Tested:**	3/15/2024
Liquid Description:	Tap Water	**Depth of boring (ft):**	5.00
Tested By:	RM	**Radius of boring (in):**	4
Time Interval Standard		**Radius of casing (in):**	1
Time for Pre-Soak:	4.0 hrs	**Length of slotted of casing (ft):**	5.00
Start Time for Standard:	10:00 AM	**Depth to Initial Water Depth (ft):**	4.00
Standard Time Interval Between Readings, mins:	30	**Porosity of Annulus Material, *n* :**	0.37

Percolation Data

Reading	Time	Time Interval, Δt (min.)	Initial/Final Depth to Water (ft.)	Initial/Final Water Height, H_0/H_f (in.)	Total Water Drop, Δd (in.)	Percolation Rate (min./in.)	Infiltration Rate (in./hr.)	Notes
1	10:00 AM	30	4.00	12.00	0.12	250.00	0.02	
	10:30 AM		4.01	11.88				
2	10:30 AM	30	4.01	11.88	0.12	250.00	0.02	
	11:00 AM		4.02	11.76				
3	11:30 AM	30	4.00	12.00	0.12	250.00	0.02	
	12:00 PM		4.01	11.88				
4	12:00 PM	30	4.00	12.00	0.12	250.00	0.02	
	12:30 PM		4.01	11.88				
5	12:30 PM	30	4.00	12.00	0.12	250.00	0.02	
	1:00 PM		4.01	11.88				
6	1:30 PM	30	4.00	12.00	0.12	250.00	0.02	
	2:00 PM		4.01	11.88				
7	2:00 PM	30	4.00	12.00	0.12	250.00	0.02	
	2:30 PM		4.01	11.88				
8	2:30 PM	30	4.00	12.00	0.12	250.00	0.02	
	3:00 PM		4.01	11.88				

Infiltration Rate (I) = Flow Volume/Flow Area/Δt

Measured Infiltration Rate, I (Average of Last 3 readings) = **0.02** **in./hr.**

Design Infiltration Rate

Reduction Factor from Test Procedure, RF_t =		1
Reduction Factor for Site Variability, # of Tests and I	**0**	1
Reduction factor for Long Term Siltation, Plugging and Maintenance, RF_s =		1
Total Reduction Factor, RF = $RF_t + RF_v + RF_s$ =		3
Design Infiltration Rate = Measured Infiltration Rate / Reduction Factor (RF) =	**0.01**	**in./hr.**

APPENDIX B

RESULTS OF GEOTECHNICAL LABORATORY TESTING

Boring No.	LB-4							
Sample No.	R-1							
Depth (ft.)	5.0							
Sample Type	Ring							
Soil Identification	Dark brown lean clay (CL)							
Moisture Correction								
Wet Weight of Soil + Container (g)	0.0							
Dry Weight of Soil + Container (g)	0.0							
Weight of Container (g)	1.0							
Moisture Content (%)	0.0							
Sample Dry Weight Determination								
Weight of Sample + Container (g)	534.4							
Weight of Container (g)	110.7							
Weight of Dry Sample (g)	423.7							
Container No.:								
After Wash								
Method (A or B)	B							
Dry Weight of Sample + Cont. (g)	165.4							
Weight of Container (g)	110.7							
Dry Weight of Sample (g)	54.7							
% Passing No. 200 Sieve	**87.1**							
% Retained No. 200 Sieve	12.9							

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PERCENT PASSING
No. 200 SIEVE
ASTM D 1140

Project Name: McDonald's Hawthorne

Project No.: 036.0000022167

Tested By: K. Jumig Date: 03/22/24

ATTERBERG LIMITS
ASTM D 4318

Project Name:	McDonald's Hawthorne	Tested By:	J. Domingo	Date:	03/28/24
Project No. :	036.0000022167	Input By:	G. Bathala	Date:	03/29/24
Boring No.:	LB-1	Checked By:	J. Ward		
Sample No.:	B-1	Depth (ft.)	0.0		
Soil Identification:	Very dark brown fat clay (CH)				

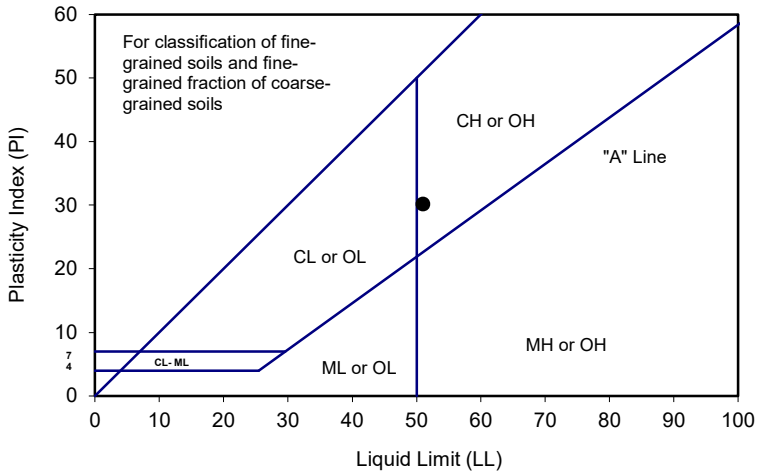
TEST	PLASTIC LIMIT		LIQUID LIMIT			
NO.	1	2	1	2	3	4
Number of Blows [N]			33	24	17	
Wet Wt. of Soil + Cont. (g)	10.04	10.03	20.72	19.40	21.40	
Dry Wt. of Soil + Cont. (g)	8.47	8.49	14.20	13.12	14.26	
Wt. of Container (g)	0.99	1.03	1.07	1.00	1.01	
Moisture Content (%) [Wn]	20.99	20.64	49.66	51.82	53.89	

Liquid Limit	**51**
Plastic Limit	**21**
Plasticity Index	**30**
Classification	**CH**

PI at "A" - Line = 0.73(LL-20) 22.63

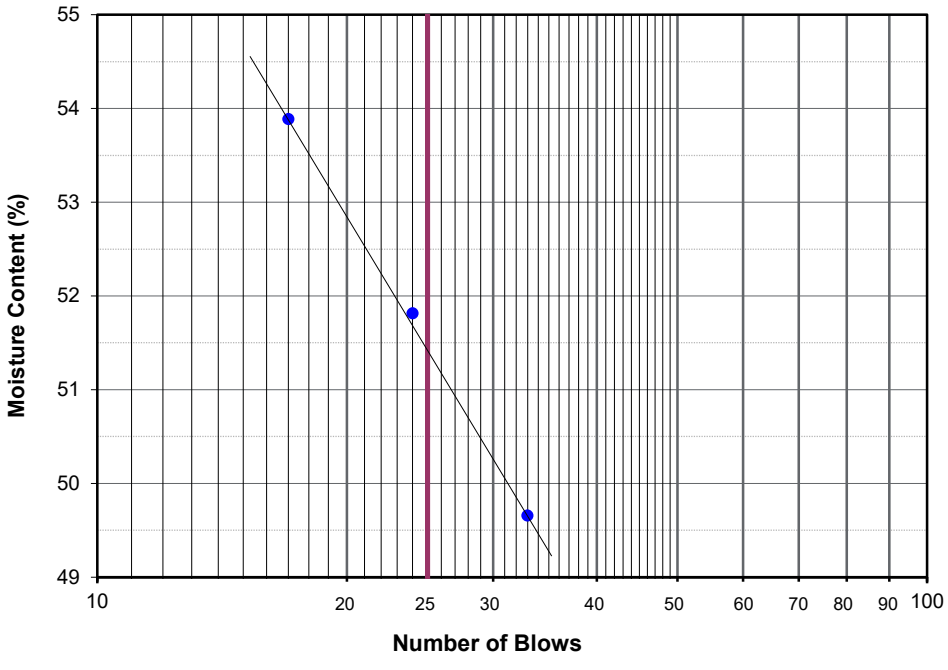
One - Point Liquid Limit Calculation

$LL = Wn(N/25)^{0.121}$



PROCEDURES USED

	Wet Preparation
	Multipoint - Wet
X	Dry Preparation
	Multipoint - Dry
X	Procedure A
	Multipoint Test
	Procedure B
	One-point Test

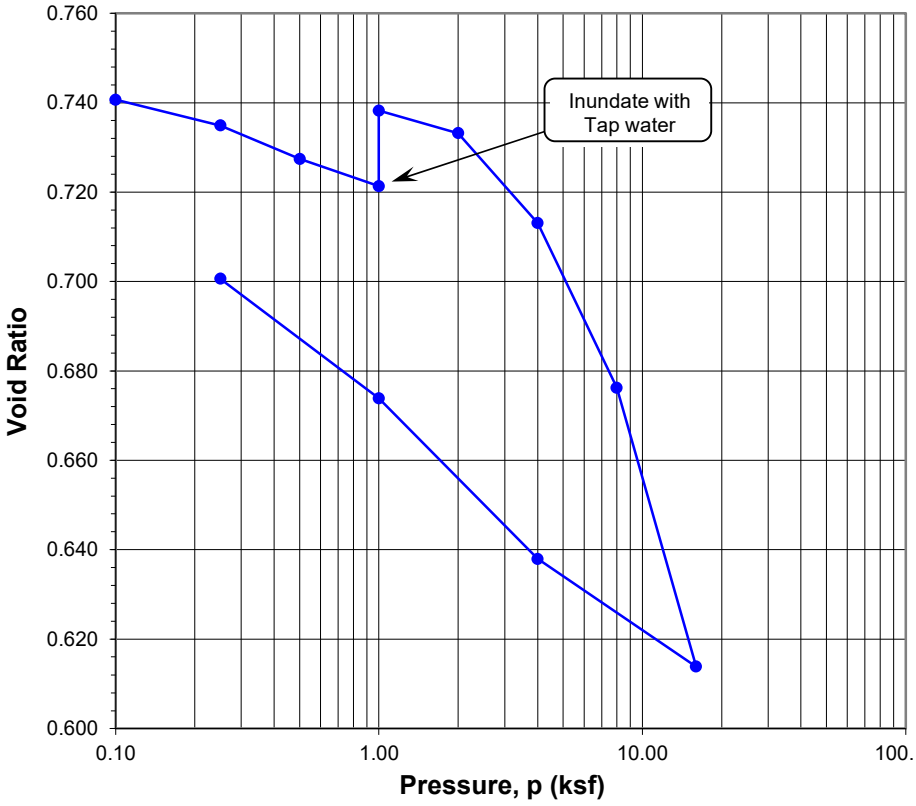


ONE-DIMENSIONAL CONSOLIDATION PROPERTIES of SOILS

ASTM D 2435

Project Name:	McDonald's Hawthorne	Tested By: G. Bathala	Date: 03/21/24
Project No.:	036.0000022167	Checked By: J. Ward	Date: 04/22/24
Boring No.:	LB-3	Depth (ft.): 5.0	
Sample No.:	R-1	Sample Type: Ring	
Soil Identification:	Brown lean clay (CL)		

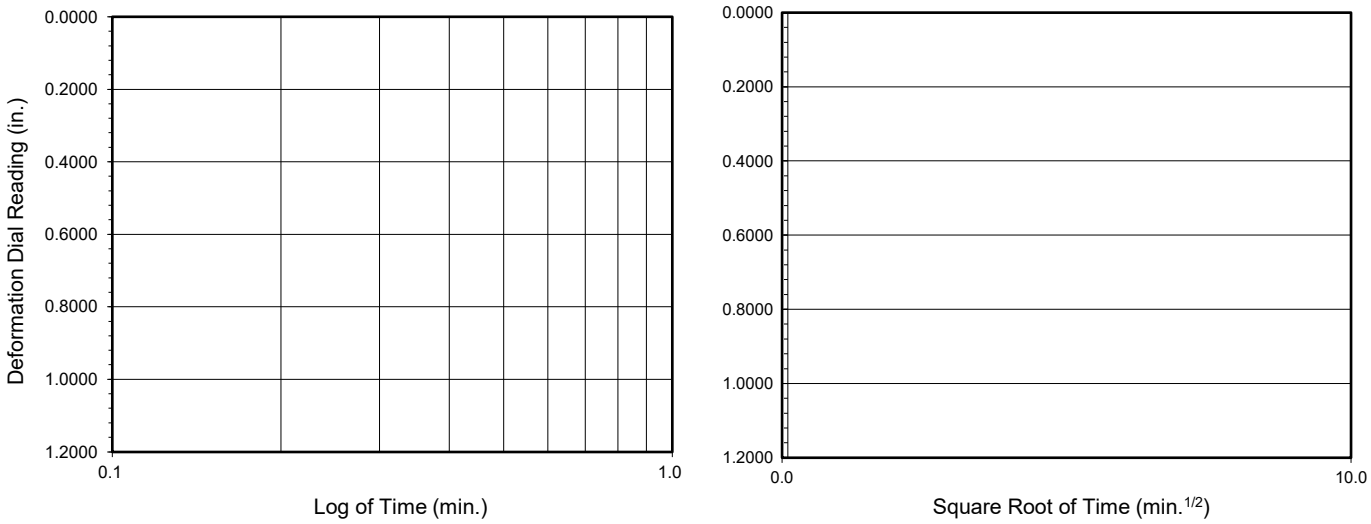
Sample Diameter (in.):	2.415
Sample Thickness (in.):	1.000
Weight of Sample + ring (g):	192.82
Weight of Ring (g):	45.12
Height after consol. (in.):	0.9765
Before Test	
Wt. of Wet Sample+Cont. (g):	185.76
Wt. of Dry Sample+Cont. (g):	156.11
Weight of Container (g):	39.91
Initial Moisture Content (%)	25.5
Initial Dry Density (pcf)	97.9
Initial Saturation (%):	94
Initial Vertical Reading (in.)	0.1118
After Test	
Wt. of Wet Sample+Cont. (g):	252.36
Wt. of Dry Sample+Cont. (g):	222.47
Weight of Container (g):	58.54
Final Moisture Content (%)	25.16
Final Dry Density (pcf):	101.2
Final Saturation (%):	100
Final Vertical Reading (in.)	0.1432
Specific Gravity (assumed):	2.73
Water Density (pcf):	62.43

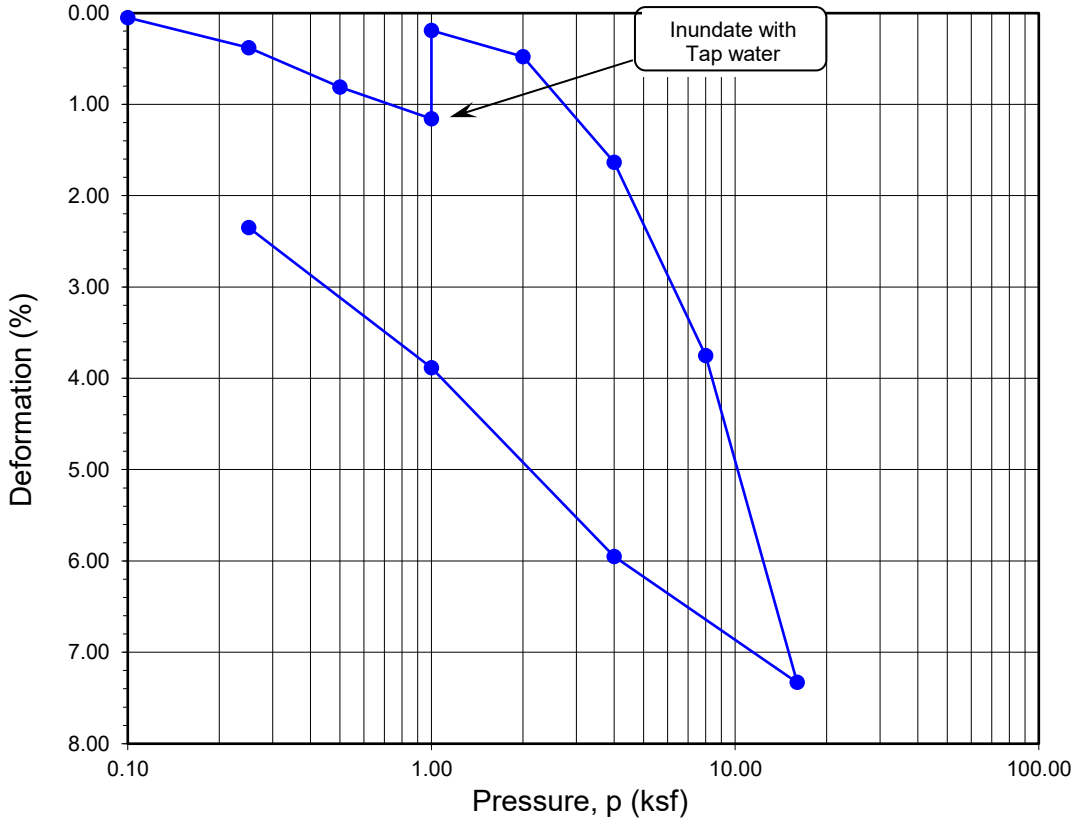


Pressure (p) (ksf)	Final Reading (in.)	Apparent Thickness (in.)	Load Compliance (%)	Deformation % of Sample Thickness	Void Ratio	Corrected Deformation (%)
0.10	0.1123	0.9995	0.00	0.05	0.741	0.05
0.25	0.1170	0.9948	0.14	0.52	0.735	0.38
0.50	0.1229	0.9889	0.30	1.11	0.727	0.81
1.00	0.1283	0.9835	0.49	1.65	0.721	1.16
1.00	0.1186	0.9932	0.49	0.68	0.738	0.19
2.00	0.1231	0.9887	0.65	1.13	0.733	0.48
4.00	0.1363	0.9756	0.81	2.45	0.713	1.64
8.00	0.1588	0.9530	0.95	4.70	0.676	3.75
16.00	0.1960	0.9158	1.09	8.42	0.614	7.33
4.00	0.1812	0.9306	0.99	6.94	0.638	5.95
1.00	0.1596	0.9523	0.89	4.78	0.674	3.89
0.25	0.1432	0.9686	0.79	3.14	0.701	2.35

Time Readings				
Date	Time	Elapsed Time (min)	Square Root of Time	Dial Rdgs. (in.)

Time Readings





Boring No.	Sample No.	Depth (ft.)	Moisture Content (%)		Dry Density (pcf)		Void Ratio		Degree of Saturation (%)	
			Initial	Final	Initial	Final	Initial	Final	Initial	Final
LB-3	**R-1**	**5**	**25.5**	**25.2**	**97.9**	**101.2**	**0.742**	**0.701**	**94**	**100**

Soil Identification: Brown lean clay (CL)

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ONE-DIMENSIONAL CONSOLIDATION PROPERTIES of SOILS
ASTM D 2435

Project No.: 036.0000022167

McDonald's Hawthorne

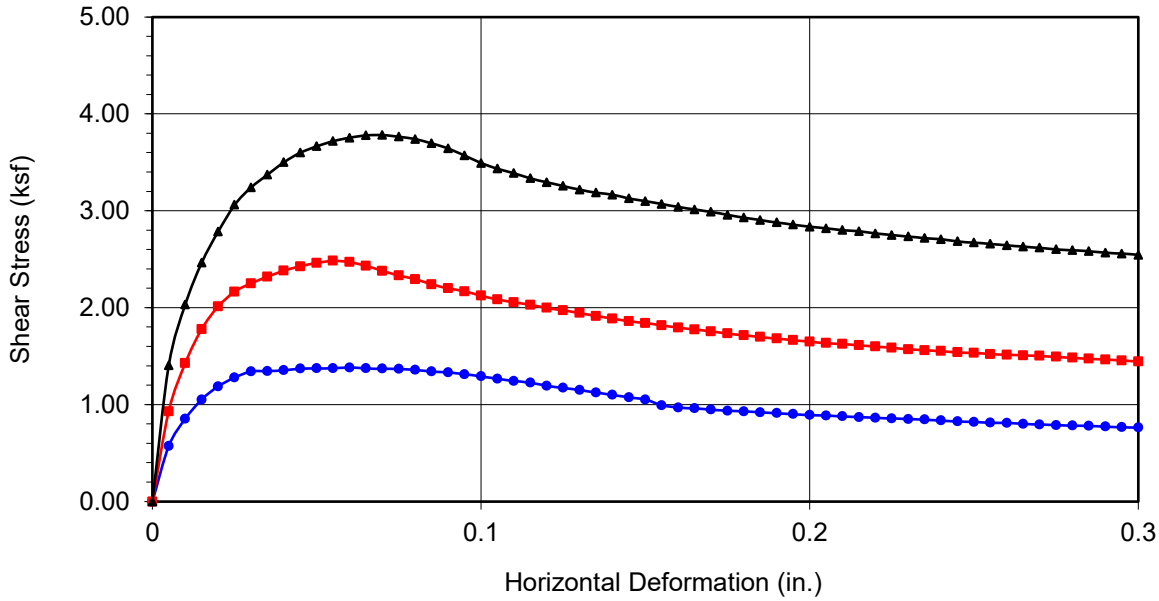
04-24

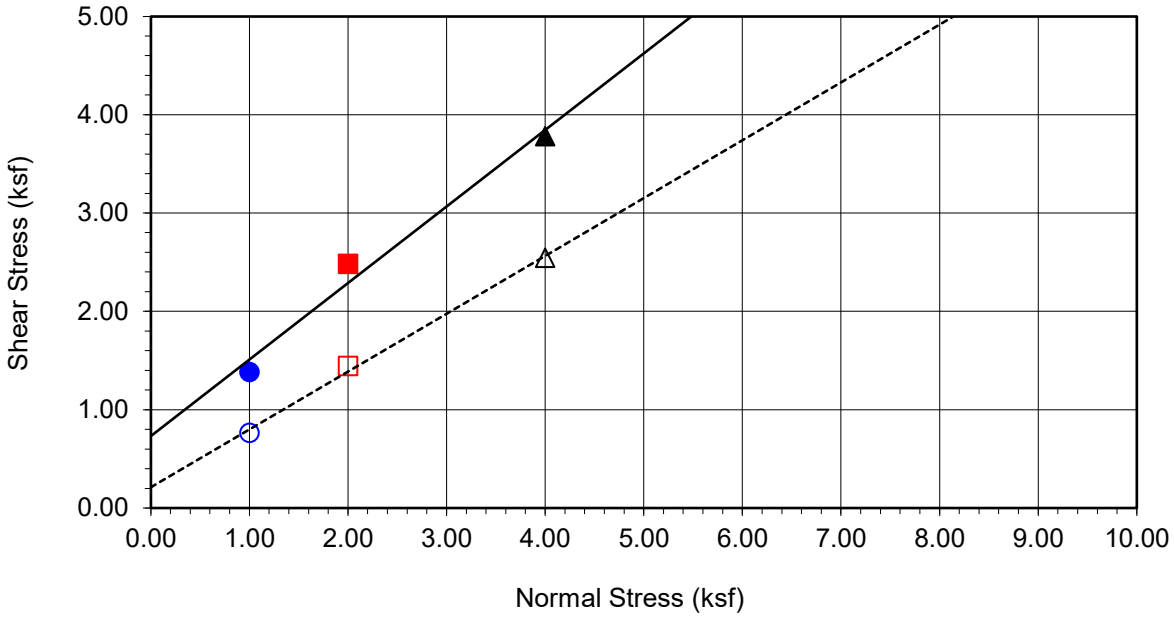
DIRECT SHEAR TEST

Consolidated Drained - ASTM D 3080

Project Name:	McDonald's Hawthorne	Tested By:	G. Bathala	Date:	03/25/24
Project No.:	036.0000022167	Checked By:	J. Ward	Date:	04/22/24
Boring No.:	LB-1	Sample Type:	Ring		
Sample No.:	R-1	Depth (ft.):	5.0		
Soil Identification:	Olive brown lean clay (CL)				

Sample Diameter(in):	2.415	2.415	2.415
Sample Thickness(in.):	1.000	1.000	1.000
Weight of Sample + ring(gm):	188.94	199.31	200.34
Weight of Ring(gm):	38.44	45.28	41.70
Before Shearing			
Weight of Wet Sample+Cont.(gm):	220.46	220.46	220.46
Weight of Dry Sample+Cont.(gm):	198.07	198.07	198.07
Weight of Container(gm):	56.75	56.75	56.75
Vertical Rdg.(in): Initial	0.0000	0.2777	0.2628
Vertical Rdg.(in): Final	0.0122	0.2650	0.2700
After Shearing			
Weight of Wet Sample+Cont.(gm):	213.17	224.96	214.56
Weight of Dry Sample+Cont.(gm):	180.65	194.67	186.72
Weight of Container(gm):	57.09	68.90	55.12
Specific Gravity (Assumed):	2.70	2.70	2.70
Water Density(pcf):	62.43	62.43	62.43





Boring No.	**LB-1**
Sample No.	**R-1**
Depth (ft)	**5**
Sample Type:	Ring
Soil Identification:	Olive brown lean clay (CL)

Strength Parameters

	C (psf)	ϕ (°)
Peak	734	38
Ultimate	214	30

Normal Stress (kip/ft²)	1.000	2.000	4.000
Peak Shear Stress (kip/ft²)	● 1.383	■ 2.484	▲ 3.782
Shear Stress @ End of Test (ksf)	○ 0.764	□ 1.446	△ 2.546
Deformation Rate (in./min.)	0.0017	0.0017	0.0017
Initial Sample Height (in.)	1.000	1.000	1.000
Diameter (in.)	2.415	2.415	2.415
Initial Moisture Content (%)	15.84	15.84	15.84
Dry Density (pcf)	108.0	110.6	113.9
Saturation (%)	76.4	81.6	89.1
Soil Height Before Shearing (in.)	1.0122	1.0127	0.9928
Final Moisture Content (%)	26.3	24.1	21.2

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DIRECT SHEAR TEST RESULTS

Consolidated Drained - ASTM D 3080

Project No.: 036.0000022167

McDonald's Hawthorne

03-24

TESTS for SULFATE CONTENT
CHLORIDE CONTENT and pH of SOILS

Project Name: McDonald's Hawthorne | Tested By : K. Jumig | Date: 03/27/24

Project No. : 036.0000022167 | Checked By: J. Ward | Date: 04/22/24

Boring No.	LB-1			
Sample No.	B-1			
Sample Depth (ft)	0.0			
Soil Identification:	Very dark brown CH			
Wet Weight of Soil + Container (g)	0.00			
Dry Weight of Soil + Container (g)	0.00			
Weight of Container (g)	1.00			
Moisture Content (%)	0.00			
Weight of Soaked Soil (g)	100.39			

SULFATE CONTENT, DOT California Test 417, Part II

Beaker No.	10			
Crucible No.	300			
Furnace Temperature (°C)	860			
Time In / Time Out	9:10/9:55			
Duration of Combustion (min)	45			
Wt. of Crucible + Residue (g)	58.5128			
Wt. of Crucible (g)	58.5072			
Wt. of Residue (g) (A)	0.0056			
PPM of Sulfate (A) x 41150	230.44			
PPM of Sulfate, Dry Weight Basis	**230**			

CHLORIDE CONTENT, DOT California Test 422

ml of Extract For Titration (B)	15			
ml of AgNO3 Soln. Used in Titration (C)	0.4			
PPM of Chloride (C -0.2) * 100 * 30 / B	40			
PPM of Chloride, Dry Wt. Basis	**40**			

pH TEST, DOT California Test 643

pH Value	**8.14**			
Temperature °C	20.5			

SOIL RESISTIVITY TEST

DOT CA TEST 643

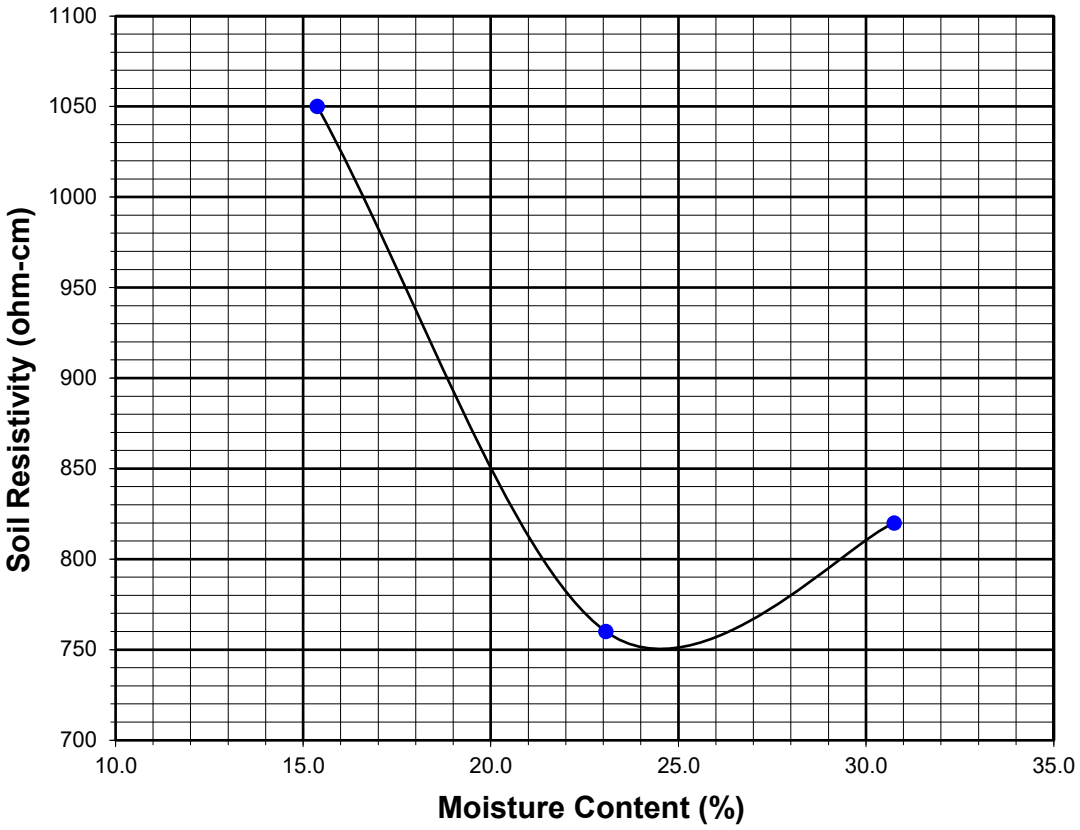
Project Name:	McDonald's Hawthorne		Tested By :	K. Jumig	Date: 03/29/24
Project No. :	036.0000022167		Checked By:	J. Ward	Date: 04/22/24
Boring No.:	LB-1		Depth (ft.) :	0.0	
Sample No. :	B-1				
Soil Identification:*	Very dark brown CH				

*California Test 643 requires soil specimens to consist only of portions of samples passing through the No. 8 US Standard Sieve before resistivity testing. Therefore, this test method may not be representative for coarser materials.

Specimen No.	Water Added (ml) (Wa)	Adjusted Moisture Content (MC)	Resistance Reading (ohm)	Soil Resistivity (ohm-cm)
1	20	15.38	1050	1050
2	30	23.07	760	760
3	40	30.76	820	820
4				
5				

Moisture Content (%) (MCi)	0.00
Wet Wt. of Soil + Cont. (g)	0.00
Dry Wt. of Soil + Cont. (g)	0.00
Wt. of Container (g)	1.00
Container No.	
Initial Soil Wt. (g) (Wt)	130.06
Box Constant	1.000
MC =(((1+Mci/100)x(Wa/Wt+1))-1)x100	

Min. Resistivity (ohm-cm)	Moisture Content (%)	Sulfate Content (ppm)	Chloride Content (ppm)	Soil pH	
				pH	Temp. (°C)
DOT CA Test 643		DOT CA Test 417 Part II	DOT CA Test 422	DOT CA Test 643	
750	**24.5**	**230**	**40**	**8.14**	**20.5**



EXPANSION INDEX of SOILS
ASTM D 4829

Project Name:	McDonald's Hawthorne	Tested By:	J. Domingo	Date:	03/27/24
Project No.:	036.0000022167	Checked By:	J. Ward	Date:	04/22/24
Boring No.:	LB-1	Depth (ft.):	0.0		
Sample No.:	B-1				
Soil Identification:	Very dark brown fat clay (CH)				

Dry Wt. of Soil + Cont.	(g)	1000.00
Wt. of Container No.	(g)	0.00
Dry Wt. of Soil	(g)	1000.00
Weight Soil Retained on #4 Sieve		0.00
Percent Passing # 4		100.00

MOLDED SPECIMEN		Before Test	After Test
Specimen Diameter	(in.)	4.01	4.01
Specimen Height	(in.)	1.0000	1.0830
Wt. Comp. Soil + Mold	(g)	603.00	445.43
Wt. of Mold	(g)	203.01	0.00
Specific Gravity (Assumed)		2.70	2.70
Container No.		O	O
Wet Wt. of Soil + Cont.	(g)	808.60	648.44
Dry Wt. of Soil + Cont.	(g)	738.50	568.45
Wt. of Container	(g)	0.00	203.01
Moisture Content	(%)	9.49	21.89
Wet Density	(pcf)	120.7	124.1
Dry Density	(pcf)	110.2	101.8
Void Ratio		0.530	0.656
Total Porosity		0.346	0.396
Pore Volume	(cc)	71.7	88.8
Degree of Saturation (%) [S_{meas}]		**48.4**	90.1

SPECIMEN INUNDATION in distilled water for the period of 24 h or expansion rate < 0.0002 in./h

Date	Time	Pressure (psi)	Elapsed Time (min.)	Dial Readings (in.)
03/27/24	14:00	1.0	0	0.5350
03/27/24	14:10	1.0	10	0.5330
Add Distilled Water to the Specimen				
03/27/24	15:50	1.0	100	0.5905
03/28/24	7:58	1.0	1068	0.6175
03/28/24	9:24	1.0	1154	0.6180

Expansion Index (EI_{meas}) = ((Final Rdg - Initial Rdg) / Initial Thick.) x 1000	**85**

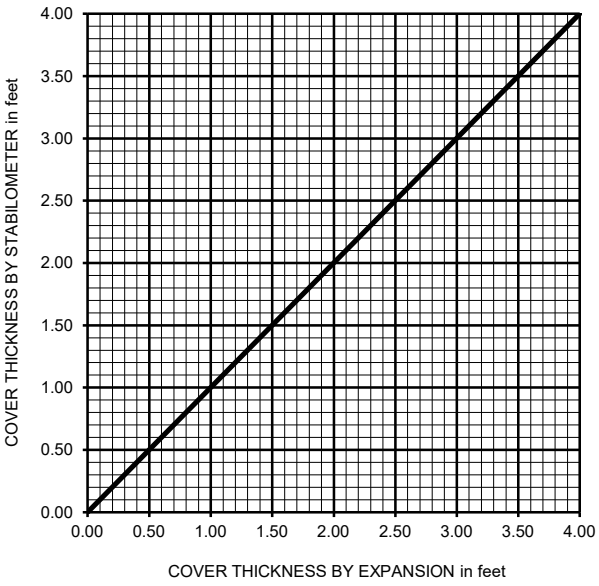
R-VALUE TEST RESULTS
DOT CA Test 301

PROJECT NAME:	McDonald's Hawthorne	PROJECT NUMBER:	036.0000022167
BORING NUMBER:	LB-4	DEPTH (FT.):	0.0
SAMPLE NUMBER:	B-1	TECHNICIAN:	O. Figueroa
SAMPLE DESCRIPTION:	Very dark brown fat clay (CH)	DATE COMPLETED:	3/28/2024

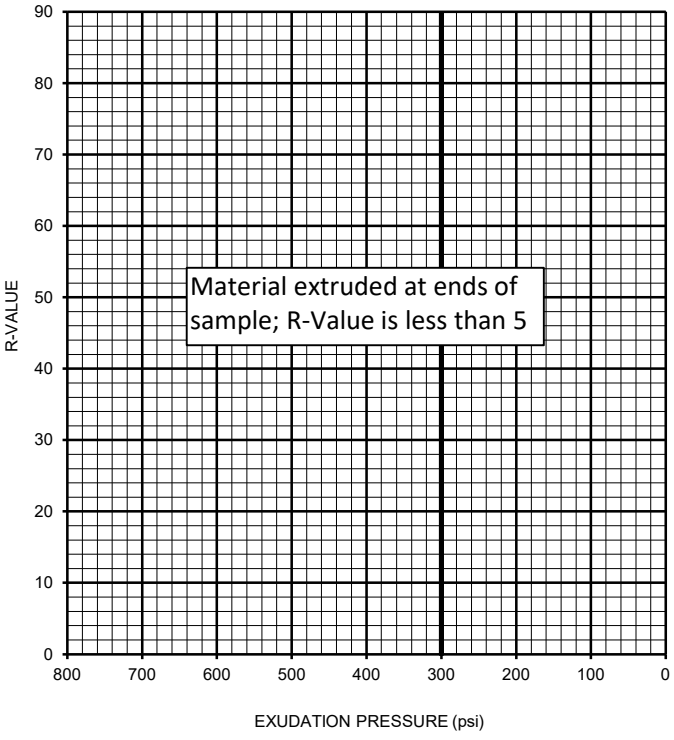
TEST SPECIMEN	a	b	c
MOISTURE AT COMPACTION %			
HEIGHT OF SAMPLE, Inches			
DRY DENSITY, pcf			
COMPACTOR PRESSURE, psi			
EXUDATION PRESSURE, psi			
EXPANSION, Inches x 10exp-4			
STABILITY Ph 2,000 lbs (160 psi)			
TURNS DISPLACEMENT			
R-VALUE UNCORRECTED	N/A	N/A	N/A
R-VALUE CORRECTED	N/A	N/A	N/A

DESIGN CALCULATION DATA	a	b	c
GRAVEL EQUIVALENT FACTOR	1.0	1.0	1.0
TRAFFIC INDEX	5.0	5.0	5.0
STABILOMETER THICKNESS, ft.	N/A	N/A	N/A
EXPANSION PRESSURE THICKNESS, ft.	N/A	N/A	N/A

EXPANSION PRESSURE CHART



EXUDATION PRESSURE CHART



R-VALUE BY EXPANSION:	N/A
R-VALUE BY EXUDATION:	N/A
EQUILIBRIUM R-VALUE:	< 5

APPENDIX C

EARTHWORK AND GRADING SPECIFICATIONS

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APPENDIX C

LEIGHTON CONSULTING, INC.
EARTHWORK AND GRADING GUIDE SPECIFICATIONS

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C-1.0 GENERAL

C-1.1 Intent

These Earthwork and Grading Guide Specifications are for grading and earthwork shown on the current, approved grading plan(s) and/or indicated in the Leighton Consulting, Inc. geotechnical report(s). These Guide Specifications are a part of the recommendations contained in the geotechnical report(s). In case of conflict, the project-specific recommendations in the geotechnical report shall supersede these Guide Specifications. Leighton Consulting, Inc. shall provide geotechnical observation and testing during earthwork and grading. Based on these observations and tests, Leighton Consulting, Inc. may provide new or revised recommendations that could supersede these specifications or the recommendations in the geotechnical report(s).

C-1.2 Role of Leighton Consulting, Inc.

Prior to commencement of earthwork and grading, Leighton Consulting, Inc. shall meet with the earthwork contractor to review the earthwork contractor's work plan, to schedule sufficient personnel to perform the appropriate level of observation, mapping and compaction testing. During earthwork and grading, Leighton Consulting, Inc. shall observe, map, and document subsurface exposures to verify geotechnical design assumptions. If observed conditions are found to be significantly different than the interpreted assumptions during the design phase, Leighton Consulting, Inc. shall inform the owner, recommend appropriate changes in design to accommodate these observed conditions, and notify the review agency where required. Subsurface areas to be geotechnically observed, mapped, elevations recorded, and/or tested include (1) natural ground after clearing to receiving fill but before fill is placed, (2) bottoms of all "remedial removal" areas, (3) all key bottoms, and (4) benches made on sloping ground to receive fill.

Leighton Consulting, Inc. shall observe moisture-conditioning and processing of the subgrade and fill materials, and perform relative compaction testing of fill to determine the attained relative compaction. Leighton Consulting, Inc. shall provide *Daily Field Reports* to the owner and the Contractor on a routine and frequent basis.

C-1.3 The Earthwork Contractor

The earthwork contractor (Contractor) shall be qualified, experienced and knowledgeable in earthwork logistics, preparation and processing of ground to receive fill, moisture-conditioning and processing of fill, and compacting fill. The Contractor shall review and accept the plans, geotechnical report(s), and these Guide Specifications prior to commencement of grading. The Contractor shall be solely

responsible for performing grading and backfilling in accordance with the current, approved plans and specifications.

The Contractor shall inform the owner and Leighton Consulting, Inc. of changes in work schedules at least one working day in advance of such changes so that appropriate observations and tests can be planned and accomplished. The Contractor shall not assume that Leighton Consulting, Inc. is aware of all grading operations.

The Contractor shall have the sole responsibility to provide adequate equipment and methods to accomplish earthwork and grading in accordance with the applicable grading codes and agency ordinances, these Guide Specifications, and recommendations in the approved geotechnical report(s) and grading plan(s). If, in the opinion of Leighton Consulting, Inc., unsatisfactory conditions, such as unsuitable soil, improper moisture condition, inadequate compaction, adverse weather, etc., are resulting in a quality of work less than required in these specifications, Leighton Consulting, Inc. shall reject the work and may recommend to the owner that earthwork and grading be stopped until unsatisfactory condition(s) are rectified.

C-2.0 PREPARATION OF AREAS TO BE FILLED

C-2.1 Clearing and Grubbing

Vegetation, such as brush, grass, roots and other deleterious material shall be sufficiently removed and properly disposed of in a method acceptable to the owner, governing agencies and Leighton Consulting, Inc.. Care should be taken not to encroach upon or otherwise damage native and/or historic trees designated by the Owner or appropriate agencies to remain. Pavements, flatwork or other construction should not extend under the “drip line” of designated trees to remain.

Leighton Consulting, Inc. shall evaluate the extent of these removals depending on specific site conditions. Earth fill material shall not contain more than 3 percent of organic materials (by dry weight: ASTM D 2974). Nesting of the organic materials shall not be allowed.

If potentially hazardous materials are encountered, the Contractor shall stop work in the affected area, and a hazardous material specialist shall be informed immediately for proper evaluation and handling of these materials prior to continuing to work in that area. As presently defined by the State of California, most refined petroleum products (gasoline, diesel fuel, motor oil, grease, coolant, etc.) have chemical constituents that are considered to be hazardous waste. As such, the indiscriminate dumping or spillage

of these fluids onto the ground may constitute a misdemeanor, punishable by fines and/or imprisonment, and shall not be allowed.

C-2.2 Processing

Existing ground that has been declared satisfactory for support of fill, by Leighton Consulting, Inc., shall be scarified to a minimum depth of 6 inches (15 cm). Existing ground that is not satisfactory shall be over-excavated as specified in the following Section C-2.3. Scarification shall continue until soils are broken down and free of large clay lumps or clods and the working surface is reasonably uniform, flat, and free of uneven features that would inhibit uniform compaction.

C-2.3 Overexcavation

In addition to removals and over-excavations recommended in the approved geotechnical report(s) and the grading plan, soft, loose, dry, saturated, spongy, organic-rich, highly fractured or otherwise unsuitable ground shall be over-excavated to competent ground as evaluated by Leighton Consulting, Inc. during grading. All undocumented fill soils under proposed structure footprints should be excavated

C-2.4 Benching

Where fills are to be placed on ground with slopes steeper than 5:1 (horizontal to vertical units), (>20 percent grade) the ground shall be stepped or benched. The lowest bench or key shall be a minimum of 15 feet (4.5 m) wide and at least 2 feet (0.6 m) deep, into competent material as evaluated by Leighton Consulting, Inc.. Other benches shall be excavated a minimum height of 4 feet (1.2 m) into competent material or as otherwise recommended by Leighton Consulting, Inc.. Fill placed on ground sloping flatter than 5:1 (horizontal to vertical units), (<20 percent grade) shall also be benched or otherwise over-excavated to provide a flat subgrade for the fill.

C-2.5 Evaluation/Acceptance of Fill Areas

All areas to receive fill, including removal and processed areas, key bottoms, and benches, shall be observed, mapped, elevations recorded, and/or tested prior to being accepted by Leighton Consulting, Inc. as suitable to receive fill. The Contractor shall obtain a written acceptance (*Daily Field Report*) from Leighton Consulting, Inc. prior to fill placement. A licensed surveyor shall provide the survey control for determining elevations of processed areas, keys and benches.

C-3.0 FILL MATERIAL

C-3.1 Fill Quality

Material to be used as fill shall be essentially free of organic matter and other deleterious substances evaluated and accepted by Leighton Consulting, Inc. prior to placement. Soils of poor quality, such as those with unacceptable gradation, high expansion potential, or low strength shall be placed in areas acceptable to Leighton Consulting, Inc. or mixed with other soils to achieve satisfactory fill material.

C-3.2 Oversize

Oversize material defined as rock, or other irreducible material with a maximum dimension greater than 6 inches (15 cm), shall not be buried or placed in fill unless location, materials and placement methods are specifically accepted by Leighton Consulting, Inc.. Placement operations shall be such that nesting of oversized material does not occur and such that oversize material is completely surrounded by compacted or densified fill. Oversize material shall not be placed within 10 feet (3 m) measured vertically from finish grade, or within 2 feet (0.61 m) of future utilities or underground construction.

C-3.3 Import

If importing of fill material is required for grading, proposed import material shall meet the requirements of Section C-3.1, and be free of hazardous materials ("contaminants") and rock larger than 3-inches (8 cm) in largest dimension. All import soils shall have an Expansion Index (EI) of 20 or less and a sulfate content no greater than (≤) 500 parts-per-million (ppm). A representative sample of a potential import source shall be given to Leighton Consulting, Inc. at least four full working days before importing begins, so that suitability of this import material can be determined and appropriate tests performed.

C-4.0 FILL PLACEMENT AND COMPACTION

C-4.1 Fill Layers

Approved fill material shall be placed in areas prepared to receive fill, as described in Section C-2.0, above, in near-horizontal layers not exceeding 8 inches (20 cm) in loose thickness. Leighton Consulting, Inc. may accept thicker layers if testing indicates the grading procedures can adequately compact the thicker layers, and only if the building officials with the appropriate jurisdiction approve. Each layer shall be spread evenly and mixed thoroughly to attain relative uniformity of material and moisture throughout.

C-4.2 Fill Moisture Conditioning

Fill soils shall be watered, dried back, blended and/or mixed, as necessary to attain a relatively uniform moisture content at or slightly over optimum. Maximum density and optimum soil moisture content tests shall be performed in accordance with the American Society of Testing and Materials (ASTM) Test Method D 1557.

C-4.3 Compaction of Fill

After each layer has been moisture-conditioned, mixed, and evenly spread, each layer shall be uniformly compacted to not-less-than (≥) 90 percent of the maximum dry density as determined by ASTM Test Method D 1557. In some cases, structural fill may be specified (see project-specific geotechnical report) to be uniformly compacted to at-least (≥) 95 percent of the ASTM D 1557 modified Proctor laboratory maximum dry density. For fills thicker than (>) 15 feet (4.5 m), the portion of fill deeper than 15 feet below proposed finish grade shall be compacted to 95 percent of the ASTM D 1557 laboratory maximum density. Compaction equipment shall be adequately sized and be either specifically designed for soil compaction or of proven reliability to efficiently achieve the specified level of compaction with uniformity.

C-4.4 Compaction of Fill Slopes

In addition to normal compaction procedures specified above, compaction of slopes shall be accomplished by back rolling of slopes with sheepsfoot rollers at increments of 3 to 4 feet (1 to 1.2 m) in fill elevation, or by other methods producing satisfactory results acceptable to Leighton Consulting, Inc.. Upon completion of grading, relative compaction of the fill, out to the slope face, shall be at least 90 percent of the ASTM D 1557 laboratory maximum density.

C-4.5 Compaction Testing

Field-tests for moisture content and relative compaction of the fill soils shall be performed by Leighton Consulting, Inc.. Location and frequency of tests shall be at our field representative(s) discretion based on field conditions encountered. Compaction test locations will not necessarily be selected on a random basis. Test locations shall be selected to verify adequacy of compaction levels in areas that are judged to be prone to inadequate compaction (such as close to slope faces and at the fill/bedrock benches).

C-4.6 Compaction Test Locations

Leighton Consulting, Inc. shall document the approximate elevation and horizontal coordinates of each density test location. The Contractor shall coordinate with the project surveyor to assure that sufficient grade stakes are established so that Leighton

Consulting, Inc. can determine the test locations with sufficient accuracy. Adequate grade stakes shall be provided.

C-5.0 EXCAVATION

Excavations, as well as over-excavation for remedial purposes, shall be evaluated by Leighton Consulting, Inc. during grading. Remedial removal depths shown on geotechnical plans are estimates only. The actual extent of removal shall be determined by Leighton Consulting, Inc. based on the field evaluation of exposed conditions during grading. Where fill-over-cut slopes are to be graded, the cut portion of the slope shall be made, then observed and reviewed by Leighton Consulting, Inc. prior to placement of materials for construction of the fill portion of the slope, unless otherwise recommended by Leighton Consulting, Inc..

C-6.0 TRENCH BACKFILLS

C-6.1 Safety

The Contractor shall follow all OSHA and Cal/OSHA requirements for safety of trench excavations. Work should be performed in accordance with Article 6 of the *California Construction Safety Orders*, 2009 Edition or more current (see also: http://www.dir.ca.gov/title8/sb4a6.html).

C-6.2 Bedding and Backfill

All utility trench bedding and backfill shall be performed in accordance with applicable provisions of the 2018 Edition of the *Standard Specifications for Public Works Construction* (Green Book). Bedding material shall have a Sand Equivalent greater than 30 (SE>30). Bedding shall be placed to 1-foot (0.3 m) over the top of the conduit, and densified by jetting in areas of granular soils, if allowed by the permitting agency. Otherwise, the pipe-bedding zone should be backfilled with Controlled Low Strength Material (CLSM) consisting of at least one sack of Portland cement per cubic-yard of sand, and conforming to Section 201-6 of the 2018 Edition of the *Standard Specifications for Public Works Construction* (Green Book). Backfill over the bedding zone shall be placed and densified mechanically to a minimum of 90 percent of relative compaction (ASTM D 1557) from 1 foot (0.3 m) above the top of the conduit to the surface. Backfill above the pipe zone shall **not** be jetted. Jetting of the bedding around the conduits shall be observed by Leighton Consulting, Inc. and backfill above the pipe zone (bedding) shall be observed and tested by Leighton Consulting, Inc..

C-6.3 Lift Thickness

Lift thickness of trench backfill shall not exceed those allowed in the Standard Specifications of Public Works Construction unless the Contractor can demonstrate to Leighton Consulting, Inc. that the fill lift can be compacted to the minimum relative compaction by his alternative equipment and method, and only if the building officials with the appropriate jurisdiction approve.

APPENDIX D

GBA - IMPORTANT INFORMATION ABOUT THIS GEOTECHNICAL-ENGINEERING REPORT

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Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals' plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for information purposes only.* To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer's services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration*** by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

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Attachment C

Operations and Maintenance (O&M) Plan

(To be provided during final design)

Attachment D

Plans



LID SUMMARY

DMA #	TOTAL DRAINAGE AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	DESIGN CAPTURE VOLUME (CF)	STRUCTURAL BMP ID#	BMP CLASSIFICATION	WATER QUALITY FLOW RATE (CFS)	BIOFILTRATION FLOW RATE (CFS)	BMP DESCRIPTION	BMP CAPACITY (CFS)
A	37689	32873	4816	2368	1	BIOFILTRATION	0.28	0.43	MWS 8X16	0.46
B	609	193	416	12	–	DE-MINIMIS	–	–	–	–
TOTAL	38298	33066	4378	–	–	–	–	–	–	–

LEGEND

- CENTER LINE
- PROPERTY LINE
- EASEMENT LINE
- APPROXIMATE LIMITS OF DISTURBANCE
- DMA LIMITS
- R — PROPOSED RIDGE LINE
- GB — PROPOSED GRADE BREAK LINE
- PROPOSED FLOW LINE
- SD — PROPOSED STORM DRAIN LINE
- SD — EXISTING STORM DRAIN LINE
- FLOW DIRECTION
- PROPOSED PERVIOUS AREAS

DRAINAGE KEYNOTES

1. PROPOSED INLET
2. PROPOSED VALLEY GUTTER
3. PROPOSED STORM DRAIN PIPE
4. PROPOSED 8'X16' MODULAR WETLAND SYSTEM
5. PROPOSED ADS SC-310 CHAMBERS (3600 CF)
6. PROPOSED SUMP PUMP
7. PROPOSED OVERFLOW TO EXISTING CATCH BASIN

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SCALE
1" = 20'
WHEN PRINTED AT FULL SIZE
(24"X36")

K:\ORA_LDEV\McDonalds\194015042 - Hawthorne (4-5205)\CADD\Exhibits\Reports\WQMP\Preliminary WQMP Plan.dwg 1 - Preliminary WQMP Plan Aug 19, 2024 12:35pm by: lupita.astorga

Kimley»Horn
1100 W TOWN AND COUNTRY ROAD, SUITE 700 | ORANGE, CA 92868
PHONE: (714) 939-1030 | www.kimley-horn.com

TITLE: PRELIMINARY LID PLAN

ENGINEERS SEAL
NOT FOR CONSTRUCTION

PROJECT: MCDONALD'S 4-5205

LOCATION: 13324 INGLEWOOD AVE, HAWTHORNE, CA

JOB NUMBER:	094797XXX
SCALE:	1" = 20'
DATE:	8/19/2024
SHEET:	1 OF 1

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2020

Amelia Beltran 8/19/2024

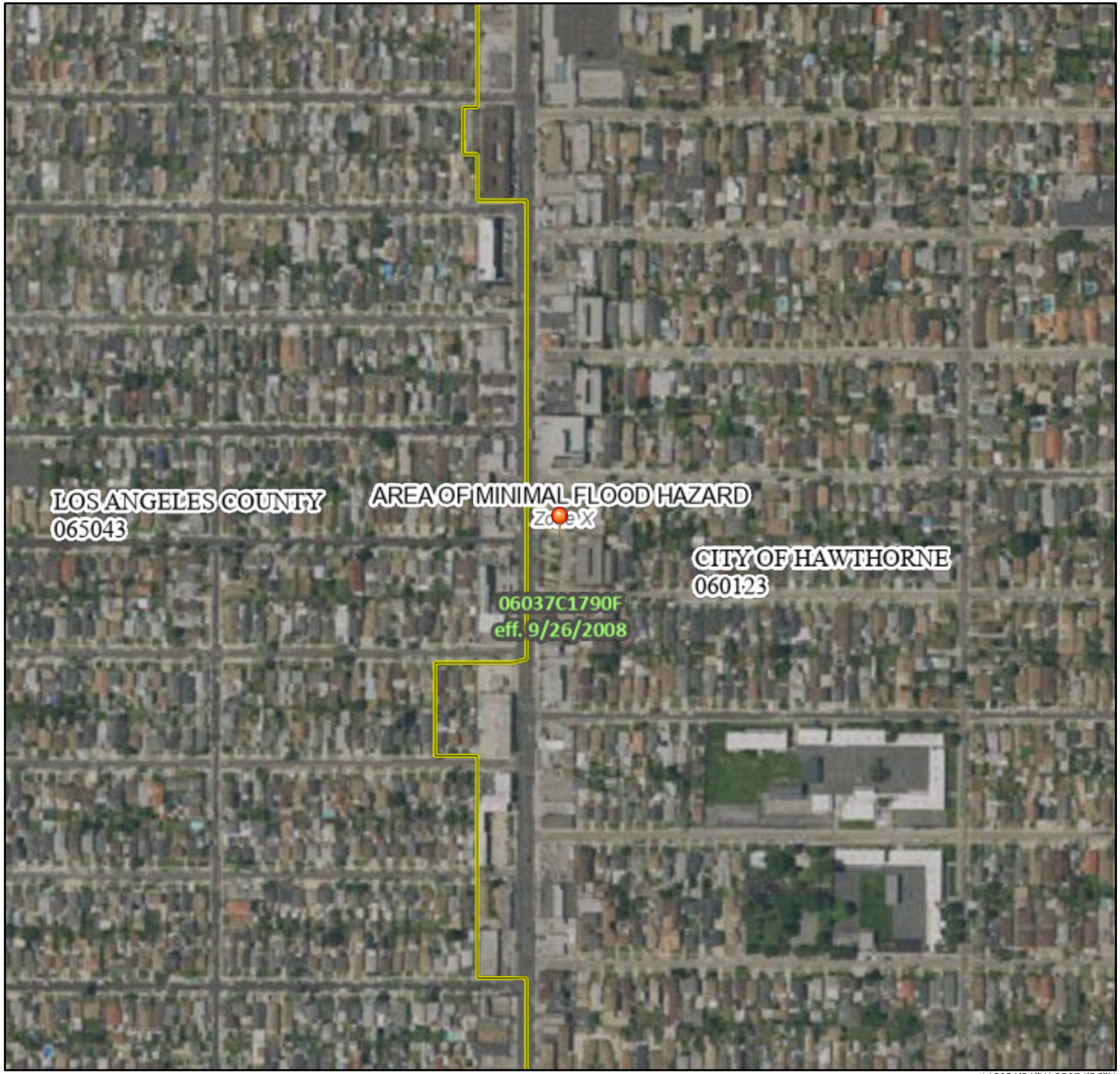
Attachment E

Supporting Documents

National Flood Hazard Layer FIRMette

FEMA

118°21'58"W 33°54'55"N



118°21'21"W 33°54'26"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/19/2024 at 4:25 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

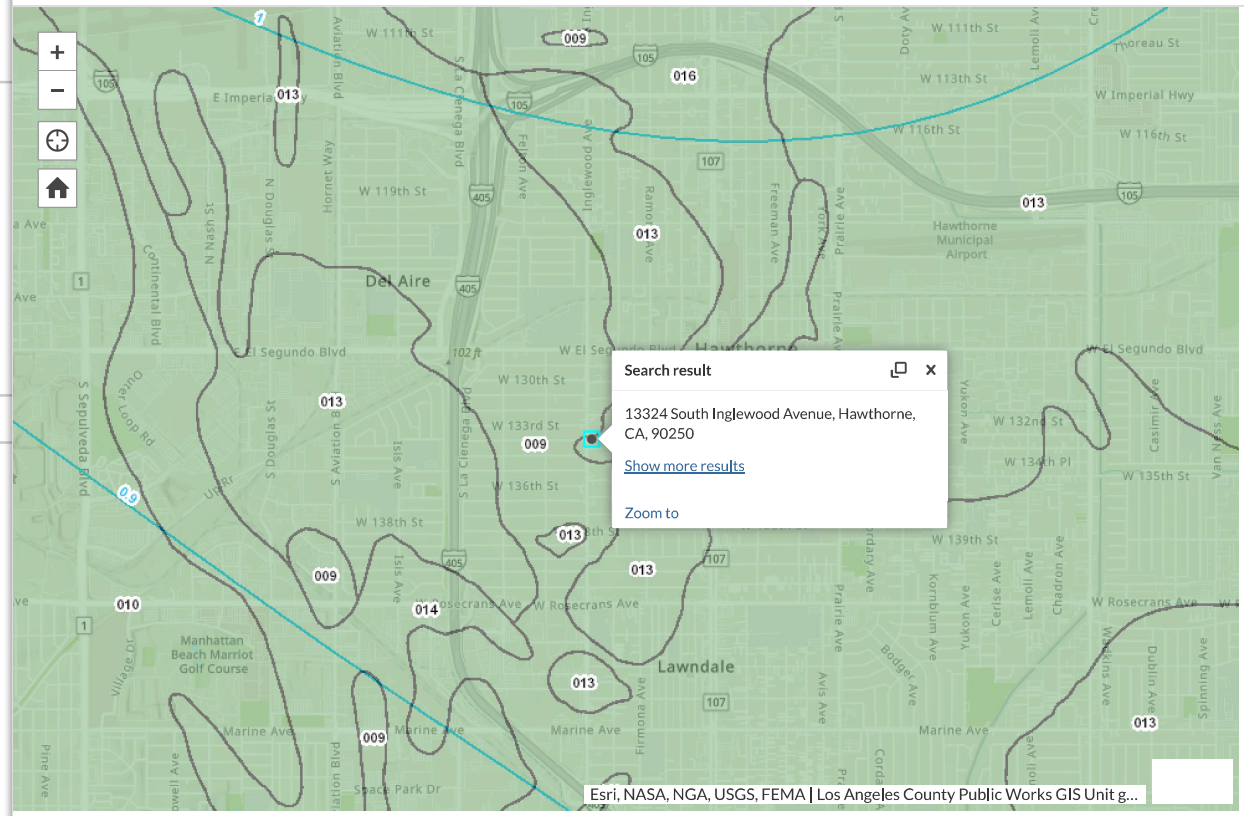
About | Legend | Layers

Layers

- [x] Hydrology GIS
  - [ ] 50yr Two Tenths (Rainfall)
  - [ ] DPA Zones
  - [x] Soils 2004
  - [x] Final 85th Percentile, 24-hr Rainfall
  - [ ] 1-year, 1-hour Rainfall Intensity
  - [ ] Final 95th Percentile, 24-hr Rainfall
- [x] LA County Parcels

LA County Hydrology Map

13324 Inglewood Ave, H



PLANNING COMMISSION RESOLUTION NO. PC 2024-19
CONDITIONAL USE PERMIT CU-2024-0007

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWTHORNE, CALIFORNIA, ADOPTING A NOTICE OF EXEMPTION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CONDITIONAL USE PERMIT CU-2024-0007 FOR A DRIVE-THRU RESTAURANT AT 13324 S. INGLEWOOD AVE., IN THE CITY OF HAWTHORNE, SUBJECT TO CONDITIONS AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, Scott Wilkeson (Applicant), filed a complete application requesting the approval of a Conditional Use Permit (CUP) for a drive-thru restaurant in accordance with Hawthorne Municipal Code (HMC) Chapter 17.26; and

WHEREAS, the Application applies to a property located at 13324 S. Inglewood Ave., Hawthorne, California, Assessor's Parcel Numbers 4042-011-026 and 4042-011-024 ("Property"); and

WHEREAS, the Land Use Element of the General Plan designates the Property as General Commercial and the zoning as General Commercial (C-3); and

WHEREAS, in accordance with the HMC Chapters 17.26 and 17.28 a drive-thru restaurant requires the granting of a conditional use permit by the Planning Commission; and

WHEREAS, the project is categorically exempt from review pursuant to State CEQA Guidelines Section 15332, Class 32, for Infill Development Projects; and

WHEREAS, on November 20, 2024, a duly noticed public hearing on the project was held before the Planning Commission where all interested parties were given an opportunity to be heard; and

WHEREAS, evidence was heard and presented from all persons in favor of the application, from all persons opposed to the application and from members of the City staff; and that the Planning Commission having heard and received all of said evidence, testimony, and statements and being fully informed of the application.

THE PLANNING COMMISSION OF THE CITY OF HAWTHORNE DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Based upon independent review and consideration of the written and oral comments of interested parties thereon, the responses thereto by City staff, the Conditions of Approval (Exhibit A) as well as the entire record of its proceedings, and having exercised its independent judgement thereon, the Planning Commission hereby finds that the Project is exempt from the California Environmental Quality Act pursuant to CEQA State Guidelines Section 15332, Class 32 which exempts projects consistent with both the general plan and zoning designations and regulations. The proposed

use would occur within city limits on a site significantly less than five acres and surrounded by urban uses. Additionally, the subject site is not home to endangered species and will therefore not jeopardize the habitat of rare or threatened species. The proposal also complies with Class 32 exemptions due to the site's location in an area already served by utility and public service providers.

SECTION 3. Based upon substantial evidence presented to the Planning Commission during the November 20, 2024, public meeting, including public testimony and written and oral staff reports, the Planning Commission finds as follows:

1. The proposed use is properly one for which a CUP is authorized by this code, as follows:

   As discussed above, the project site is located in the C-3 zone. HMC Section 17.28.020 permits uses in the C-3 zone that are permitted in the C-2 zone and subject to the same regulations as in the C-2 zone. As such, a conditional use permit is a proper use.

2. The proposed use will not adversely affect the adjoining land uses, or the growth and development of the area in which it is proposed to be located, as follows:

   The project location in the General Commercial zone is intended for commercial activity and development, including restaurants. Through careful design and subsequent design review, the drive-thru will be oriented in a way to minimize interference with the adjoining commercial and residential land uses.

3. That the size and shape of the site proposed for the use is adequate to allow the full development of the proposed use, in a manner not detrimental to either the particular area or health and safety.

   The proposed structure is 3,781 sq. ft. which covers 10% of the existing 37,500 square foot lot. The site can easily accommodate the new building and proposed parking. The portion of the site dedicated to the drive-thru is adequate to accommodate a queue of vehicles. Additionally, the drive-thru entrance is proposed to be 24 ft. wide, accommodating two lanes and two ordering stations. This style of drive-thru design provides additional queuing space.

4. That the traffic generated by the proposed use will not impose an undue burden upon the streets and highways designed and improved to carry the traffic in the area.

   The purpose of a drive-thru is to collect cars in an orderly queue to receive service. The proposed queue demonstrates ample space to accommodate vehicles and minimize overflow into the establishment's parking lot and adjacent streets. The drive-thru will be accessible via curb cuts on two streets, Inglewood Ave. and 134th Street. The drive-thru will have signage and directional arrows guiding traffic in one direction.

   The Applicant and the City will take an additional precaution to reduce the burden of traffic at the intersection of Inglewood Avenue and 133rd Street. A curb cut on the

property along 133rd Street will serve as an exit only, directing vehicles toward Inglewood Avenue. This will mitigate the potential for vehicle stacking on 133rd St.

5. That the granting of the conditional use permit under the conditions imposed will not be detrimental to the health and safety of the citizens of the City of Hawthorne.

   Provisions of the HMC permit drive-thru restaurants with the approval of a CUP. The findings above demonstrate the project's conformity to the surrounding land uses and regulations of the Zoning Code. Additionally, the conditions of approval enumerated in Exhibit A, subject the project to review by agencies such as Fire, Police, and others regulating public safety.

SECTION 4. Based on the forgoing, the Planning Commission hereby grants Conditional Use Permit CU-2024-0007 subject to the conditions set forth in Exhibit A attached hereto.

SECTION 5. This resolution shall become effective 10 days after its adoption, unless within that period of time it is appealed to the City Council. In the event of an appeal, this resolution shall not become effective unless reinstated by the City Council after the hearing on the appeal. The City Council resolution determining the appeal shall be controlling, and unless the matter is remanded to the Planning Commission, the resolution of the City Council shall be final.

SECTION 6. A copy of this resolution shall be mailed to the applicant and copies shall be filed with the City.

PASSED, APPROVED and ADOPTED this 20th day of November 2024.

Ryan Richard, CHAIRPERSON

ATTEST:

GREGG McCLAIN, SECRETARY

EXHIBIT A

CONDITIONS OF APPROVAL

CONDITIONAL USE PERMIT CU-2024-0007

Application:	CU-2024-0007
Applicant:	**SCOTT WILKESON, MCDONALD'S USA, LLC**
Owner:	11383 PLAYA STREET LLC C/O PERRY G. DE LUNA
Authorized Agent:	ROBERT PREECE
Location:	13324 S. INGLEWOOD AVE. & 13324 W. 133rd ST.

CONDITIONS OF APPROVAL

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project per Section 17.40.050 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Hawthorne.

1. The applicant shall comply with all applicable requirements and provisions set forth by the Uniform Building Code, Uniform Fire Code, Hawthorne Municipal Code (HMC), and any additional requirements by the Fire Department, Director of Building and Safety, or Director of Planning, as related to this application.

2. The property shall be developed substantially in conformance with the floor plans received, and approved by the Planning Commission and as conditioned by the requirements contained in this resolution of approval. Any deviation from said plans shall first be reviewed by the Planning Department to determine whether proposed modifications are within the scope of approval.

3. The applicant and subsequent property owners/tenants must conform to all Business License regulations and maintain a current city license at all times.

4. All signage on the property shall comply with Chapter 17.35 of the HMC.

5. Signs shall be posted on the site per CA Penal Code Sections 552 through 555.5 and 11532 to prohibit loitering on the property.

6. The number of persons shall not exceed the maximum occupancy load as determined by the Fire Department. Signs indicating the occupant load shall be posted in a conspicuous place on the approved sign near the main exit from the building.

7. Graffiti shall be removed within 24 hours of its discovery.

8. Signage and pavement arrows to direct internal traffic shall be included on plans, subject to City approval.

9. Property owners shall keep parking lot clean at all times.

10. All direct lighting produced by the development must be contained on site. The Owner/Applicant shall ensure any exterior night lighting and illuminated signage installed on the project site is of low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject lot and prevent spill-over onto the adjacent residential lots.

11. The applicant shall ensure all exterior noise generated by the project, such as that generated by the drive-thru ordering system, will comply with Section 9.34.030 Exterior Noise Standards of the Hawthorne Municipal Code. This section provides for an allowable noise level not to exceed 70 dBA between 7:00 am and 10:00 pm and 65 DBA between 10:00ppm and 7:00 am, as measured at the site property lines.

12. All County Fire Department requirements must be met before any building permits will be released.

13. Off-street parking shall be provided at all times in accordance with the originally approved site plan and, per Municipal Code Chapter 8.16, shall be maintained in a clean and attractive manner (striping maintained, pot-holes and cracks repaired, and trash, litter, or other materials shall be removed regularly).

14. Per Municipal Code Chapter 8.14, all landscaped areas shall be maintained in accordance with the originally approved landscaped plan and in a healthy and well-kept condition and kept weed-free.

15. The approved conditions of approval shall be included on building plans upon submission.

16. The Applicant shall ensure patrons do not block loading areas or trash enclosures during hours of operation.

17. The property shall be developed in substantial conformity with the plans approved by the Planning Commission on November 20, 2024, as conditioned by the requirements contained in the resolution of approval for Conditional Use Permit Application CU-2024-0007. Any more intensive use of the property, or deviation from said plans, shall first be reviewed as a modification of this permit.

18. The applicant shall commence construction of the structure or establish the use that is authorized by this approval within three (3) years of the effective date of this approval. Failure to commence construction of the structure or establish the use within that three-year time period shall render this approval null and void any attempt to commence construction or establish the use thereafter shall first require approval of a new application. Applications for a time extension to the commencement date as specified herein must be filed a minimum of thirty (30) days prior to the expiration date. The Planning Director may renew the approval for a single one-year period if a request is received at least 30 calendar days before approval lapses. Requests for a time extension must be accompanied by a formal application, all required exhibits and plans, and the required application fees. Any additional requests for extension shall require Planning Commission approval.

19. The Applicant/property owner must submit payment for all outstanding fees payable to the City prior to issuance of any permit, including building, grading, or demolition.

20. The Applicant shall pay the applicable public facility impact fees to the Building and Safety Department in the amount that is in effect at the time such fees are to be collected.

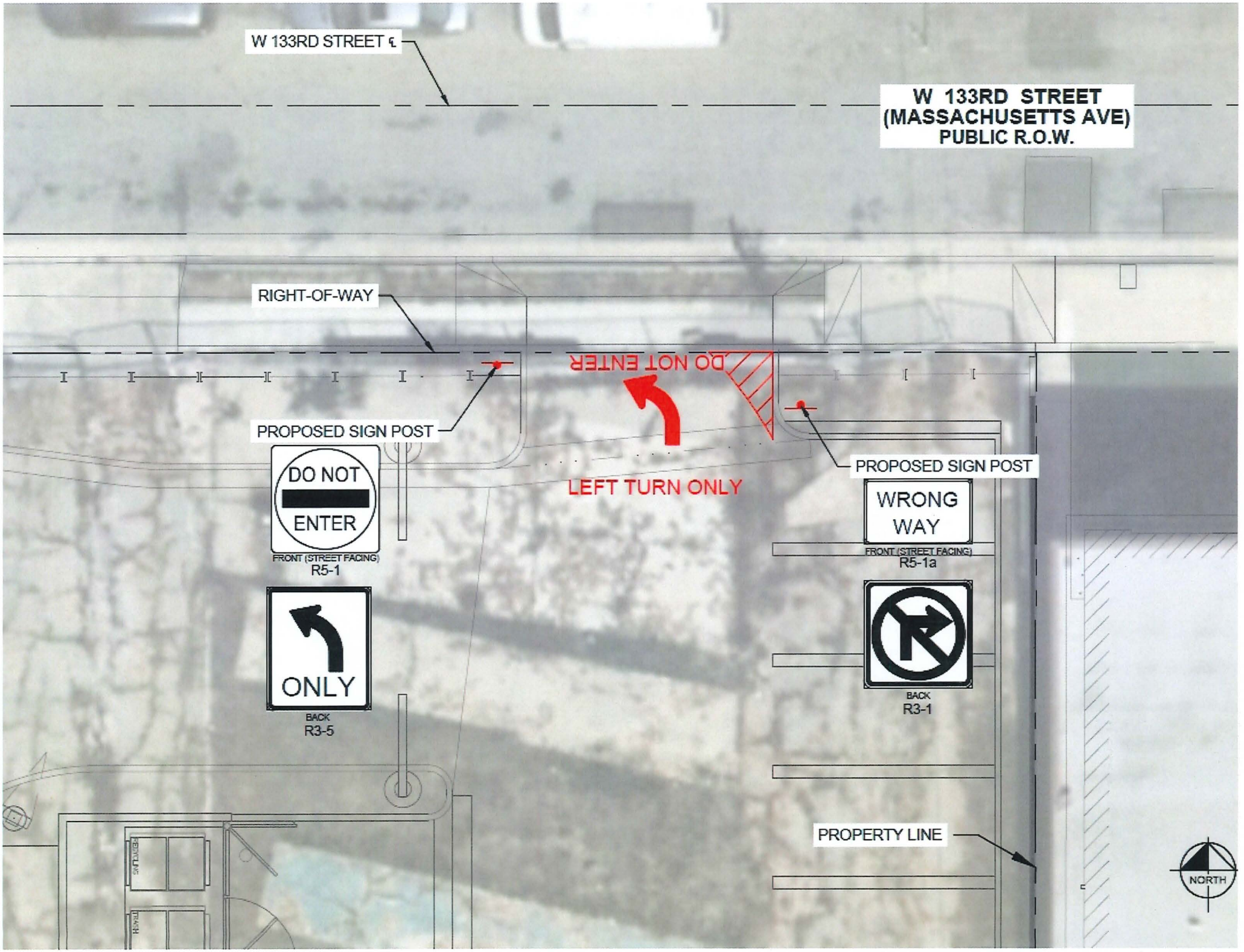
21. The Applicant shall comply with all applicable requirements and provisions set forth by the Uniform Building Code, Uniform Fire Code, Hawthorne Municipal Code (HMC), and any additional requirements by the Fire Department, Director of Building and Safety, or Director of Planning, as related to this application.

22. All signs, banners, or other outside advertising materials or structures on the property must be approved by the City and shall comply with Chapter 17.35 of the HMC.

23. No outside display of goods, wares, or merchandise shall be permitted, unless approved by the Planning Director.

24. Per the Department of Public Works – Abide by requirements as requested in memo dated September 10, 2024.

25. The applicant shall provide signage and a barrier at the vehicle egress point located at W. 133rd St. to guide cars left onto the street as shown in the attached diagram.


W 133RD STREET ℄
W 133RD STREET
(MASSACHUSETTS AVE)
PUBLIC R.O.W.
RIGHT-OF-WAY
PROPOSED SIGN POST
DO NOT ENTER
LEFT TURN ONLY
PROPOSED SIGN POST
DO NOT
ENTER
FRONT (STREET FACING)
R5-1
WRONG
WAY
FRONT (STREET FACING)
R5-1a
ONLY
BACK
R3-5
BACK
R3-1
PROPERTY LINE
NORTH

PLANNING COMMISSION RESOLUTION NO. PC 2024-20
DESIGN REVIEW APPLICATION NO. DR-2024-0011

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWTHORNE, CALIFORNIA, ADOPTING A NOTICE OF EXEMPTION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING DESIGN REVIEW APPLICATION NO. DR-2024-0011 FOR A RESTAURANT WITH A DRIVE-THRU, NEW LANDSCAPING, AND PARKING AT 13324 S. INGLEWOOD AVE. AND 13324 W. 133RD ST., IN THE CITY OF HAWTHORNE, SUBJECT TO CONDITIONS AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, Scott Wilkeson (Applicant), requested approval of a Design Review to construct a new restaurant with a drive-thru at 13324 S. Inglewood Ave. (Property), which is zoned C-3 (General Commercial); and

WHEREAS, in accordance with Hawthorne Municipal Code (HMC) Chapter 17.99, which states approval by the Planning Commission, appointed as the Design Review Board (DRB), is required to ensure projects meet the requirements of the chapter; and

WHEREAS, in accordance with HMC Chapter 17.99 – Design Review, the City of Hawthorne established a design review procedure for all applicable projects not exempted per Section 17.99.030 – Exceptions. The subject property is situated adjacent to existing residentially zoned properties and the proposed improvements encompass more than 1,000 sq. ft. of building and site surfaces. Therefore, the subject project is not exempt from the design review process and must obtain approval by the DRB; and

WHEREAS, the application is for approval to develop the property with the construction of a new commercial building, drive-thru, and installation of landscaping and parking. The project site is approximately 37,550 square feet; and

WHEREAS, the Land Use Element of the General Plan designates the Property as General Commercial (GC), which is intended for office and commercial activities serving both local and regional markets. The proposed development and site improvements will improve the property and surrounding area; and

WHEREAS, the existing site is a vacant lot subject to graffiti, accumulation of trash and debris, and overgrown vegetation. The Code Enforcement Department has issued numerous citations requiring corrective action to rectify these violations; and

WHEREAS, the City of Hawthorne wishes to protect and preserve the quality of the local business areas and quality of life throughout the City and to ensure uses are managed through effective land use planning and design; and

WHEREAS, the applicant presented evidence that the proposed use complies with all applicable local, state, and federal laws; and

WHEREAS, the project is categorically exempt from review pursuant to State CEQA Guidelines Section 15303, Class 3 for New Construction, and Section 15332, Class 32 for In-fill Developments; and

WHEREAS, on November 20, 2024, a duly noticed public hearing on the project was held before the Planning Commission where all interested parties were given an opportunity to be heard; and

WHEREAS, evidence was heard and presented from all persons in favor of the application, from all persons opposed to the application and from members of the City staff; and that the Planning Commission having heard and received all of said evidence, testimony, and statements and being fully informed of the application, approve this resolution.

THE PLANNING COMMISSION OF THE CITY OF HAWTHORNE DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the HMC.

SECTION 3. Based upon independent review and consideration of the written and oral comments of interested parties thereon, the responses thereto by City staff, the Conditions of Approval (Exhibit A) as well as the entire record of its proceedings, and having exercised its independent judgement thereon, the Planning Commission hereby finds that the Project is exempt from the California Environmental Quality Act pursuant to CEQA State Guidelines Section 15303, Class 3 for New Construction. This project qualifies for the Class 3 exemption as the total floor area of 3,781 sq. ft. is less than the 10,000 sq. ft. threshold designated by CEQA. The new construction is a commercial development properly located in the General Commercial zone. The project does not involve the use of hazardous substances in its operation and is not located at an environmentally sensitive site. The project is also exempt from the California Environmental Quality Act pursuant to CEQA State Guidelines Section 15332, Class 32. The development is located within city limits on a lot of approximately 37,500 sq. ft. The project does not conflict with the General Plan and zoning designation for the site. Nor does the project site serve as a habitat for rare species as the site was previously disturbed and filled with non-native plants and hardscape, and is surrounded by urban uses.

SECTION 4. Based upon substantial evidence presented to the Planning Commission during the November 20, 2024, public meeting, including public testimony and written and oral staff reports, the Planning Commission finds as follows:

Pursuant to HMC Chapter 17.99 – Prior to granting an approval of an application for design review, the Planning Commission, serving as the Design Review Board, must make four specific findings, as follows:

1. The location, size, design, and characteristics of the project will be compatible with and will not be detrimental to the public health, safety, or welfare of persons residing in or working in or adjacent to the proposed project.

   This project is subject to review by agencies regulating the public health, safety, and welfare of the residents in the City of Hawthorne. These agencies include the Public Works Department, the County of Los Angeles Fire Department, and the Hawthorne Police Department. Elements under review include the provision of Americans with Disabilities Act (ADA) accessibility, traffic control devices, and safe paths-of-travel. The project site is properly located in the General Commercial zone which is intended to provide a designated area for land uses that will involve a greater degree of noise and outdoor activity which are limited in more restrictive zones. Therefore, the proposed commercial use is compatible with the project site, and will not be detrimental to adjacent uses.

2. The proposed design is suitable for its purpose, is harmonious with and relates properly to, the surrounding neighborhood, contiguous parcels, and the site itself.

   The design is characteristic of a sleek and modern fast food establishment. The project site has been thoroughly planned to enable ideal operations such as safe circulation of pedestrians and vehicles, ample space to accommodate a queue of vehicles, and a second drive-thru ordering station. These design choices are intended to mitigate periods of high-volume and reduce congestion in the parking lot. The perimeter of the site is connected via public right of ways for pedestrian and vehicle traffic. The internal pedestrian circulation will connect to the sidewalks of 133rd St., 134th St., and Inglewood Ave. The surrounding neighborhood has also been considered in the design and will benefit from provisions to reduce noise and light disturbances. Security lighting shall be pointed down and prohibits light from spilling onto adjacent parcels. The noise generated at the ordering stations is subject to the Exterior Noise Standards of the HMC to eliminate cause for nuisance and to be in harmony with contiguous parcels.

3. The overall design will be of quality that will preserve the integrity of, and upgrade, the existing neighborhood.

   The current site conditions are that of overgrown vegetation, trash, and graffiti. The Code Enforcement Department has issued eight citations since 2014. The site design will upgrade the existing neighborhood through development of the abandoned and blighted parcel. Improvements are set to include new construction of a McDonald's restaurant with a drive-thru, new landscaping, new parking lot and paving, new driveways, and a new crosswalk. The crosswalk will facilitate a safe and accessible path between the East and West sides of Inglewood Ave.

4. The design of the proposed project is in accordance with the general plan and all applicable provisions of the zoning ordinance.

This project has been reviewed for compliance with the General Plan Land Use Policy Designations and Standards. The project conforms to the General Plan's land use designation for the General Commercial zone. Although City Staff does anticipate an increase in traffic as the restaurant will attract patrons, mitigation measures will be implemented to reduce congestion around the site. For example, the vehicle access point on 133rd St. will serve as an exit only to direct vehicles toward Inglewood Ave. This will mitigate the potential for vehicle stacking on 133rd St.

This project has also been found to be in compliance with the City's Economic Development Strategic Plan (EDSP). Policy 2.1 of the EDSP lists business retention, growth, and attraction of new business as goals of the City. Therefore, the prospect of having a new business occupy what is currently a vacant and blighted site advances the City's economic development goals.

SECTION 5. Based on the findings contained in the recitals of this resolution, the Planning Commission hereby grants approval of Design Review Application No. DR-2024-0011 subject to the conditions set forth in Exhibit A attached hereto.

SECTION 6. The Notice of Exemption (NOE) stating that the project is approved shall be filed with the County Clerk of Los Angeles unless a timely appeal of this Resolution is filed. The filing of the Notice of Exemption with the County Clerk begins the 35-day statute of limitations period provided by Public Resources Code Section 21167, which is applicable to any legal challenges to the City's decision that this Project will not affect the provisions of the California Environmental Quality Act. Public Resources Code Section 21168 governs the manner in which any such action must be brought and determined.

SECTION 7. The documents and other materials that constitute the record of the proceedings upon which the Planning Commission's recommendations are based, which include, but are not limited to, the staff reports for the Project and all of the materials that support the staff reports for the Project, are located in the office of the Planning Department of the City of Hawthorne, at 4455 West 126th Street, Hawthorne, CA 90250. The custodian of these documents in the Planning Director.

SECTION 8. This resolution shall become effective 10 days after its adoption, unless within that period of time it is appealed to the City Council. In the event of an appeal, this resolution shall not become effective unless reinstated by the City Council after the hearing on the appeal. The City Council Resolution determining the appeal shall be controlling, and unless the matter is remanded to the Planning Commission, this resolution of the City Council shall be final.

SECTION 9. The Planning Commission Secretary shall certify to the adoption of this resolution and shall forward a copy to the City Council, City Clerk, City Manager, and City Attorney and mail a copy to the applicant.

PASSED, APPROVED and ADOPTED this 20th day of November 2024.

ATTEST:

Ryan Richard, CHAIRPERSON

GREGG McCLAIN, SECRETARY

EXHIBIT A
CONDITIONS OF APPROVAL
DESIGN REVIEW DR-2024-0011

Application:	DR-2024-0011
Applicant:	**SCOTT WILKESON, MCDONALD'S USA, LLC**
Owner:	11383 PLAYA STREET LLC C/O PERRY G. DE LUNA
Authorized Agent:	ROBERT PREECE
Location:	13324 S. INGLEWOOD AVE. & 13324 W. 133rd ST.

CONDITIONS OF APPROVAL

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project per Section 17.99.060 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Hawthorne.

1. The applicant shall ensure the materials and colors utilized for the exterior facade improvements are as indicated in the plans approved by the Design Review Board and attached hereto.

2. The applicant shall ensure a minimum of 28 parking spaces (two of which are ADA accessible, including one van space) shall be provided in accordance with Chapter 17.58 Off-Street Parking.

3. The applicant shall ensure the landscaping provided is in compliance with the type, size, and location as indicated in the landscaping plans reviewed by the Design Review Board and attached hereto.

4. Per the Department of Public Works – Abide by requirements as requested in attached memo dated September 10, 2024.

5. The applicant shall ensure the conditions of approval are adhered to, otherwise it shall be grounds for revocation of the Design Review Application approval.

6. The applicant shall record tentative map of Lot Line Adjustment prior to issuance of certificate of occupancy.

CODE REQUIREMENTS AND STANDARDS

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any approved "conditions of approval" noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Hawthorne.

1. Failure of the applicant to comply with conditions as set forth shall be cause for the Planning Commission to institute a Public Hearing for revocation purposes.

2. The applicant shall comply with all applicable requirements and provisions set forth by the Building Code, Fire Code, Hawthorne Municipal Code (HMC), and any additional requirements by the Fire Department, Director of Building Safety, or Director of Planning, as related to this application.

3. All signage on the property shall comply with Chapter 17.35 of the HMC.

4. The property shall be developed and operated as conditioned by the requirements contained in this resolution of approval. Any deviation from said plans shall first be reviewed by the Planning Department to determine whether proposed modifications are within the scope of the approval. Minor changes in the exterior design approved by the Planning Commission may be approved by the Planning Director but are limited to changes in window orientation and scale, landscaping materials and placement, and detailing.

5. Substantial redesign of the project, which could impact adjacent properties, or modification to conditions of approval require a new application, processing fee, public noticing, and public hearing before the Planning commission.

6. The applicant must conform to all Business License regulations and maintain a current city license at all times, if applicable.

7. Any graffiti painted or marked upon the premises or any adjacent area under the control of the permittee shall be removed or painted over within 24 hours of being applied. If graffiti is not removed within 24 hours of notification, the City of Hawthorne shall remove the graffiti and invoice the applicant for the cost.

8. Approval of the design review application shall lapse three years after its date of approval, unless a building permit is issued and construction diligently pursued, or the design review approval is renewed. The Planning Director may renew the approval for a single one year period if a request is received at least 30 calendar days before approval lapses. Any additional requests for extension shall require Planning Commission approval.

INTERPRETATION AND ENFORCEMENT

The Planning Department, Engineering/Public Works Department, Police Department, Building Safety Department, and contract agencies (Los Angeles County Fire Department) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval. Any questions of intent or interpretation of any condition of approval will be resolved by the appropriate Department/Agency upon written request of such interpretation.

The Planning Director may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until a proposed minor amendment is reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of the HMC.

INDEMNIFICATION AND HOLD HARMLESS

The Applicant, and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Hawthorne and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

The time within which and the manner in which a legal action seeking judicial review of this resolution, if not appealed to the City Council, on grounds other than failure to comply with the California Environmental Quality Act, may be filed is governed by Government Code Section 65009 and the California Code of Civil Procedures Section 1094.5 and 1094.6.

McDonald's Hawthorne (Inglewood & 133rd) 4-5205 Traffic Impact Assessment

City of Hawthorne

4455 West 126th Street

Hawthorne, CA 90250

December 2024

Prepared By:

Kimley»Horn

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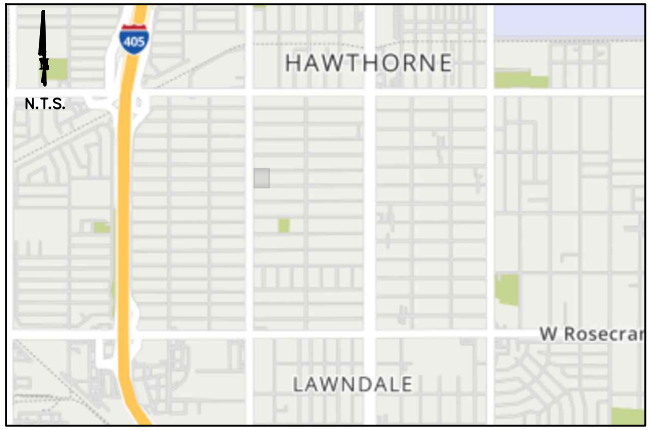
Appendix D – Traffic Signal Warrant Study
Appendix E – City of Hawthorne VMT Calculator
Appendix F – CA MUTCD PHB Guidelines

I. Introduction

Kimley-Horn and Associates, Inc. ("Kimley-Horn") was contracted by McDonalds ("Client") to prepare a traffic study for the proposed McDonalds' at 13324 South Inglewood Avenue ("Project") in the City of Hawthorne ("City"). This traffic study was prepared in accordance with the scoping agreement which outlines the methodology, requirements, and impact criteria of the traffic operational and the Vehicle Miles Traveled (VMT) analysis. The scope of work is also based on a review of the Los Angeles County Transportation Impact Analysis Guidelines (July 2020) and discussions with City Staff. The Project study scoping agreement can be found in **Appendix A**.

Project Description

The proposed Project is to consist of a 3,781 square-foot Fast Food Restaurant with a Drive-Thru on an empty site on the east side of Inglewood Avenue, between 133rd Street and 134th Street. The Project location and study area is shown in **Figure 1** and is anticipated to have an Opening Year of 2025. The proposed preliminary site plan for the proposed Project is shown in **Figure *2***. As indicated on **Figure *2***, access to the Project site will be provided via driveways on W 133rd Street, W 134th Street, and on Inglewood Avenue.



VICINITY MAP

Inglewood Ave

132nd St

133rd St

Project Site

134th St

134th Pl

135th St

1

2

3

4

405 San Diego Freeway

LEGEND

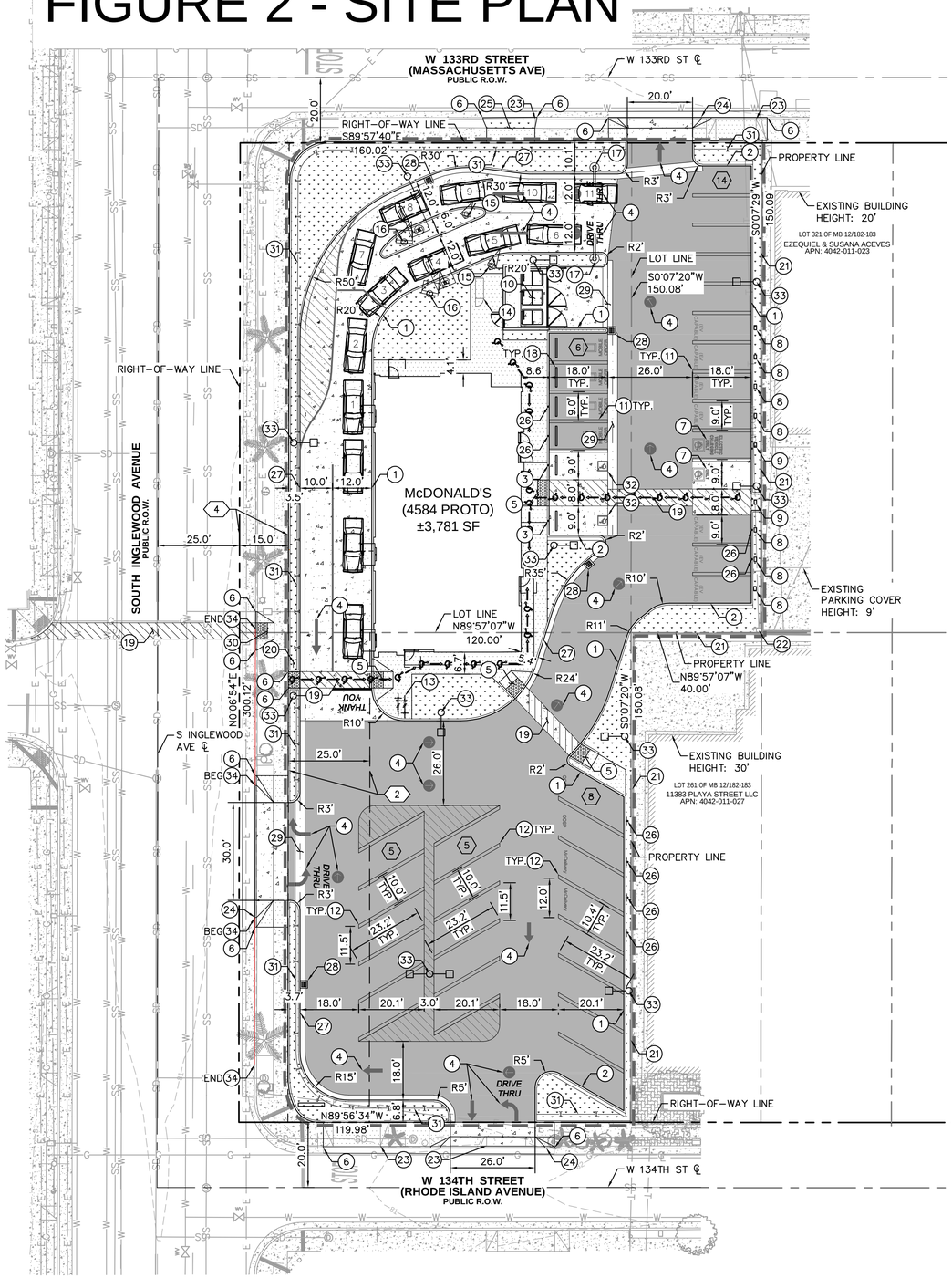
Project Site

Study Intersections

FIGURE 1 - STUDY AREA

Kimley»Horn

FIGURE 2 - SITE PLAN



LEGEND:

- CENTER LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE / LEASE LINE
- EASEMENT LINE / SETBACK LINE
- APPROXIMATE LIMIT OF WORK LINE
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LANDSCAPE/PLANTER AREA
- HEAVY DUTY ASPHALT PAVEMENT
- DETECTABLE WARNING SYSTEM
- ACCESSIBLE ROUTE (LOCATION PURPOSES ONLY, DO NOT PAINT)
- SIGN POST
- ACCESSIBLE PARKING SPACE
- (X) NUMBER OF PARKING SPACES

CONSTRUCTION NOTES:

1. CONCRETE CURB
2. 18" WALK-OFF CURB
3. ACCESSIBLE PARKING STALL SIGN
4. DIRECTIONAL MARKING PER PLAN
5. ACCESSIBLE RAMP WITH DETECTABLE WARNING (TRUNCATED DOMES)
6. JOIN EXISTING CURB, CURB & GUTTER, SIDEWALK.
7. "ELECTRIC VEHICLE CHARGING ONLY" IN 12" HIGH WHITE LETTERS AT THE END OF PARKING STALL
8. FUTURE E/V CHARGING STATION. CONDUIT TO BE RAN TO STALL FOR FUTURE CONNECTION
9. PROPOSED E/V CHARGING STATION.
10. COVERED TRASH ENCLOSURE AND RECYCLING BIN STORAGE
11. STANDARD 90° PARKING STALL STRIPING.
12. STANDARD 60° PARKING STALL STRIPING.
13. SHORT TERM BIKE RACK
14. LONG TERM BIKE RACK
15. PREVIEW BOARD
16. ORDER BOARD
17. HEIGHT DETECTOR POLE
18. INSTALL WHEELSTOPS FOR PARKING SPACES ADJACENT TO WALKWAYS
19. ACCESSIBLE PATH OF TRAVEL STRIPING. ACCESSIBLE PATHS SHALL BE ENHANCED PAVING.
20. ADA PATH OF TRAVEL SIGN
21. EXISTING CMU WALL TO REMAIN
22. EXISTING POWER POLE TO REMAIN
23. EXISTING DRIVEWAY TO BE REMOVED
24. PROPOSED DRIVEWAY
25. PROPOSED SIDEWALK, PARKWAY, CURB AND GUTTER TO MATCH EXISTING SURROUNDING
26. MCDONALD'S SITE SIGNAGE
27. CONCRETE CURB AND GUTTER
28. 24" X 24" JENSEN PRECAST DROP INLET WITH CATCH BASIN FILTER INSERT FOR TRASH CAPTURE.
29. 3.0' WIDE VALLEY GUTTER
30. PROPOSED CURB RAMP PER STD. PLAN RSP A88A.
31. WROUGHT IRON FENCE
32. ACCESSIBLE STALL STRIPING
33. SITE LIGHTING
34. NO PARKING RED CURB

TITLE REPORT EXCEPTIONS

(2) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT;

RESERVED BY:	HOPPER-MCFARLAND-DUNCAN COMPANY
PURPOSE:	PERTAINING TO THE LAYING OF WATER PIPES
RECORDING DATE:	MARCH 17, 1913
RECORDING NO:	BOOK 5379, PAGE 316, OF DEEDS
AFFECTS:	SAID LAND
AND RECORDING DATE:	JULY 29, 1915
AND RECORDING NO:	BOOK 6064, PAGE 289, OF DEEDS (AFFECTS SUBJECT PARCEL, PLOTTABLE AS SHOWN)

(4) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS CONDEMNED BY AN INSTRUMENT, ENTITLED: FINAL ORDER OF CONDEMNATION

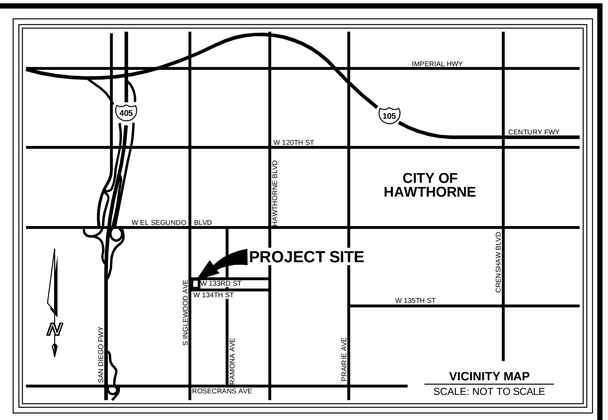
COURT:	SUPERIOR COURT OF THE STATE OF CALIFORNIA
CAUSE NO.:	671543
IN FAVOR OF:	COUNTY OF LOS ANGELES
PURPOSE:	PUBLIC ROAD AND HIGHWAY
RECORDING DATE:	JULY 10, 1958
RECORDING NO:	1958-3356, IN BOOK M65, PAGE 133, OF OFFICIAL RECORDS
AFFECTS:	SAID LAND (AFFECTS SUBJECT PARCEL, PLOTTABLE AS SHOWN)

LEGAL DESCRIPTION

SUBJECT PARCEL: APN: 4042-011-024 AND 4042-011-026

LOTS 260, 322 AND 323 OF INGLEDALE ACRES, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 20, PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY MOBILE/MANUFACTURED HOMES LOCATED THEREON.



SITE DATA

PROJECT DESCRIPTION:	DEMOLITION OF EXISTING CONCRETE PADS AND WALLS. NEW CONSTRUCTION OF A MCDONALD'S DRIVE THRU RESTAURANT AND PARKING LOT.		
ADDRESS:	13314 S INGLEWOOD AVE, HAWTHORNE, CA 90250		
APN:	4042-011-024 AND 4042-011-026		
ZONING DISTRICT:	C-3 GENERAL COMMERCIAL (EXISTING & PROPOSED)		
ADJACENT ZONING DISTRICTS:	N: C-3 GENERAL COMMERCIAL E: R-3 HIGH DENSITY RESIDENTIAL S: C-3 GENERAL COMMERCIAL		
EXISTING LAND USE:	RESIDENTIAL		
PROPOSED LAND USE:	COMMERCIAL		
ADJACENT LAND USE:	N: COMMERCIAL E: RESIDENTIAL S: COMMERCIAL		
FLOOD ZONE:	ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.02% ANNUAL CHANCE FLOODPLAIN PER MAP NO. 06037C1790F EFFECTIVE 9/26/2008		
TOTAL DISTURBED AREA:	38,298 S.F.	(0.88 AC)	
TOTAL PAD AREA:	3,781 S.F.	(0.09 AC)	
TOTAL LOT AREA:	42,020 S.F.	(0.96 AC)	
LOT COVERAGE			
TOTAL SITE AREA:	38,298 S.F.	(0.88 AC)	100%
BUILDING AREA:	3,781 S.F.	(0.09 AC)	9.9%
IMPERVIOUS AREA:	29,274 S.F.	(0.67 AC)	76.4%
LANDSCAPE AREA:	5,215 S.F.	(0.12 AC)	13.7%

PARKING/LANDSCAPE BUFFER

FRONT:	0.0'
REAR:	0.0'
SIDE (N):	0.0'
SIDE (S):	0.0'

PARKING SUMMARY:

MCDONALD'S: 3,781 S.F. (1 STALL/100 S.F.) = 38 STALLS REQUIRED PER CITY CODE

- ADA PARKING FOR 26-50 PARKING STALLS = 2 ADA PARKING STALLS REQUIRED, PER 2016 CBC.
- FUTURE EV FOR 26-50 PARKING STALLS = 8 FUTURE EV STALLS REQUIRED PER 2016 CALGREEN
  1 FUTURE EV STALL MUST BE VAN ACCESSIBLE.

TOTAL NUMBER OF PARKING SPACES PROVIDED = 38

PARKING TABLE:

	REQUIRED	PROVIDED	
STANDARD	28	28	
COMPACT (C)	–	–	
MOTORCYCLE	–	–	
EV CHARGING	8	8	(INCLUDING EV READY)
EV READY	2	2	
ACCESSIBLE	2	2	
TOTAL:	38	38	

*MINIMUM 6 CAR STACK BEHIND THE ORDER BOARD HAS BEEN PROVIDED

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SCALE
1" = 20'
WHEN PRINTED AT FULL SIZE (24"X36")

811 Know what's below. Call before you dig.

ISSUE	DATE	DESCRIPTION

JS DRAWN BY
AB CHECKED BY
AB RECOMMENDED

ENGINEERS SEAL — REGISTERED PROFESSIONAL ENGINEER — AMELIA BELTRAN — No. ##### — CIVIL — STATE OF CALIFORNIA — NOT FOR CONSTRUCTION

Kimley»Horn
245 E THIRD ST
LONG BEACH, CA 90802
562-549-2142

PREPARED UNDER THE DIRECT SUPERVISION OF:
AMELIA BELTRAN, R.C.E. NO. ##### DATE: 9/23/2024 EXP. #####

CITY OF HAWTHORNE
APPROVED BY:
CITY ENGINEER DATE
RCE # _____ EXP _____

McDonald's USA, LLC
13314 INGLEWOOD AVE
HAWTHORNE, CA 90250

CITY OF HAWTHORNE

PRELIMINARY SITE PLAN

C1.0

Drawing name: K:\ORA_LDEV\mcdonalds\194015042 – hawthorne (4-5205)\CADD\Exhibits\entitlement package\C1.0 – Preliminary Site Plan.dwg C1.0 – Preliminary Site Plan Sep 23, 2024 1:55pm by: jenny.sheng
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

II. Methodology

The Project study area, analysis scenarios, and analysis methodology were established in consultation with City of Hawthorne staff through a scoping letter agreement which was approved on June 27, 2024. The approved scoping letter is incorporated as a reference in **Appendix A.**

Study Area

Based on discussion with the City and review of the Project area, site, and access points, key intersections in the proximity of the Project site were identified for analysis. The study area included the following intersections shown in **Table 1**:

Table 1: Project Study Intersections

#	Intersection	Jurisdiction	Signalized
1	Inglewood Ave & W 132nd Street	Hawthorne	Yes
2	Inglewood Ave & W 133rd Street	Hawthorne	No
3	Inglewood Ave & 134th Street	Hawthorne	No
4	Inglewood Ave & 135th Street (E)	Hawthorne	Yes
	Inglewood Ave & 135th Street (W)	Hawthorne	Yes

Three driveways are proposed for the site; one full access driveway is proposed on Inglewood Avenue, one exit only driveway on 133rd Street and one full access driveway on 134th Street per the site plan (**Figure 2**). A map depicting the study intersections is shown in **Figure 1.**

Analysis Scenarios

This traffic analysis provides an evaluation of weekday morning and evening peak hour operations for the following scenarios:

- Existing Year (2024) conditions
- Existing Year (2024) with Project conditions
- Cumulative without Project (2035) conditions
- Cumulative with Project (2035) conditions

Each study scenario will include weekday morning (AM) peak hour and weekday evening (PM) peak hour analysis.

Study Methodology and Analysis Criteria

Senate Bill 743 (SB 743), approved in 2013, mandated a change in the way transportation impacts are determined according to the California Environmental Quality Act (CEQA). The Governor's Office of Planning and Research (OPR) directed the use of VMT as the replacement for automobile delay-based level of service (LOS) for purposes of determining a significant transportation impact under CEQA. Although traffic delay is no longer considered a significant impact, cities can still use LOS to inform local analysis, such as traffic operations and traffic signal timing needs. Hence, the LOS analysis will be performed for the traffic operational assessment of the study intersections. A separate VMT analysis is included later in this report as part of the Project.

This traffic analysis focuses on the study intersections near the Project site during the weekday morning (AM) and evening (PM) peak hours. Level of service (LOS) analysis will be conducted for peak hour

intersection operations at signalized and unsignalized intersections using the methods prescribed in the Highway Capacity Manual (HCM) 7th Edition. The traffic analysis will be conducted using the latest version of the Synchro Software and the definitions for each level of service can be seen below in **Table 2**.

Table 2: Intersection Level of Service Definitions

LOS	Intersection	Signalized Intersection Control Delay (seconds/vehicle)	Unsignalized Intersection Control Delay (seconds/vehicle)
A	Excellent operation. All approaches to the intersection appear quite open, turning movements are easy and nearly all drivers find freedom of operation.	≤10	≤10
B	Very good operation. Many drivers begin to feel somewhat restricted within platoons of vehicles. This represents stable flow. An approach to an intersection may occasionally be fully utilized and traffic queues start to form.	>10 and ≤20	>10 and ≤15
C	Good operation. Occasionally backups may develop behind turning vehicles. Most drivers feel somewhat restricted.	>20 and ≤35	>15 and ≤25
D	Fair operation. There are no long-standing traffic queues. This level is typically associated with design practice for peak periods.	>35 and ≤55	>25 and ≤35
E	Poor operation. Some long-standing vehicular queues develop on critical approaches.	>55 and ≤80	>35 and ≤50
F	Forced flow. Represents jammed conditions. Backups from locations downstream or on the cross street may restrict or prevent movements of vehicles out of the intersection approach lanes; therefore, volumes carried are not predictable. Potential for stop-and-go type traffic flow.	>80	>50 or v/c > 1

Source: Highway Capacity Manual, 7th Edition

For intersections within the City, LOS D or better will be considered as acceptable. If Project traffic causes operations at an intersection to go from acceptable (LOS D or better) to unacceptable (LOS E or F), the Project would have a significant project-related impact at the intersection. If the intersection is currently operating at an unacceptable LOS (LOS E or F) without Project traffic, it is assumed that there would be no impact to the intersection.

Existing Conditions

The roadway system in the study area is comprised of a network of arterials, collector streets, and local streets. A brief description of each roadway within the study area is provided below.

Existing Street System

The key roadways in the vicinity of the Project Site and study area are:

- **Inglewood Avenue** – Inglewood Avenue is classified as a Major Arterial in the City of Hawthorne. Oriented in the north-south direction, it is located along the west side of the Project Site. It has four travel lanes in the study area, two lanes in each direction. On-street parking is provided on both sides of the road along Inglewood Avenue within the study area.

- **W 132nd Street** – West 132nd Street is classified as a Local Street in the City of Hawthorne. Oriented in the east-west direction, it is located north of the Project Site with access to travel in both directions. On-street parking is provided on the south side of the road along 132nd Street within the study area (east of Inglewood Avenue) to provide parking for the residents.

- **W 133rd Street** – West 133rd Street is classified as a Local Street in the City of Hawthorne. Oriented in the east-west direction, it is fronting the northside of the Project Site with access to travel in both directions. On-street parking is provided on the north side of the road along 133rd Street within the study area (east of Inglewood Avenue) to provide parking for the residents.

- **W 134th Street** – West 134th Street is classified as a Local Street in the City of Hawthorne. Oriented in the east-west direction, it is fronting the southside of the Project Site with access to travel in both directions. On-street parking is provided on the south side of the road along 134th Street within the study area (east of Inglewood Avenue) to provide parking for the residents.

- **W 135th Street** – West 135th Street is classified as a Collector Street in the City of Hawthorne. Oriented in the east-west direction, it is located south of the Project Site with access to travel in both directions. On-street parking is provided on the north side of the road along 135th Street within the study area (east of Inglewood Avenue) to provide parking for the residents.

Existing (2024) Traffic Volumes

Weekday morning (7-9 AM) and evening (4-6 PM) peak period intersection turning movement counts were collected at the four (4) study intersections on July 9, 2024. A seasonal adjustment was applied to the traffic data to account for the summer season when schools are out of session. The seasonal adjustment factor was calculated using historical traffic data from Replica[1] by comparing volumes from Summer 2021 and Fall 2021. **Table 3** below compares the traffic volumes during the 2021 seasons and calculates the percent increase. A seasonal adjustment factor of 14.4% was applied to all existing traffic volumes.

Table 3: 2021 Seasonal Traffic Volumes

Volume		Location	Volume Change	Seasonal Factor (Percent Increase)
Summer 2021	Fall 2021			
22,200	25,400	Inglewood Ave	3,200	14.4%

Roadway Average Daily Traffic (ADT) counts were collected on Inglewood Avenue between 133rd Street and 134th Street on the same day as the intersection counts. The 24-hour ADT counts include lane utilization along Inglewood Avenue.

The existing intersection lane configurations and control type are shown in **Figure 3**. The existing morning (AM) and evening (PM) peak hour turning movement volumes with the seasonal adjustment factor are shown in **Figure 4. Appendix B** contains the intersection traffic count and ADT count sheets.

Existing (2024) Operations

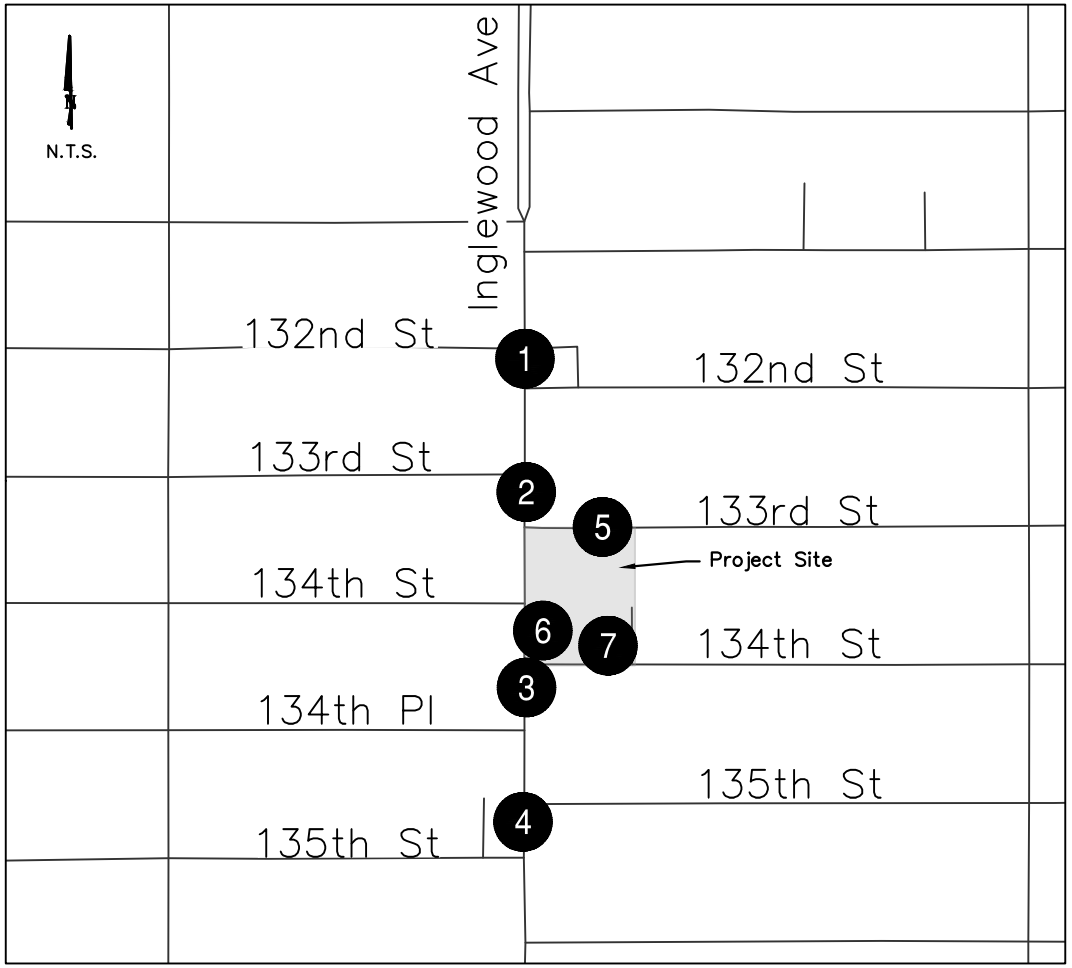
Intersection level of service analysis was conducted for the weekday morning (AM) and evening (PM) peak hours using HCM methodology as previously described in this report**. Table 4** summarizes the projected delay and LOS at the signalized and unsignalized study intersections. For TWSC intersections, the worst stop-controlled approach lane group control delay is reported.

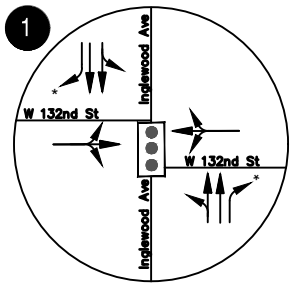
Table 4: Existing (2024) Intersection Level of Service

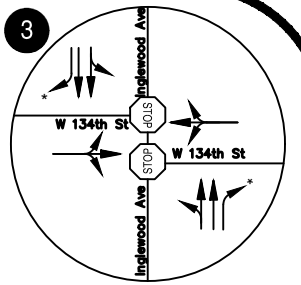
No.	Intersection	Control Type	AM Peak Hour		PM Peak Hour	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS
1	Inglewood Ave & 132nd Street	Signalized	11.70	B	14.4	B
2	Inglewood Ave & 133rd Street	TWSC	14.02	B	37.25	E
3	Inglewood Ave & 134th Street	TWSC	14.79	B	32.52	D
4	Inglewood Ave & 135th Street (E)	Signalized	11.60	B	4.7	A
	Inglewood Ave & 135th Street (W)	Signalized	10.20	B	28.1	C

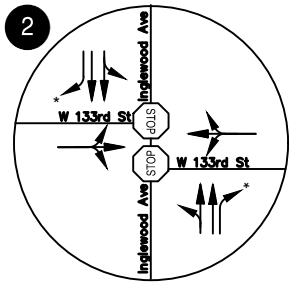
[1] https://studio.replicahq.com/

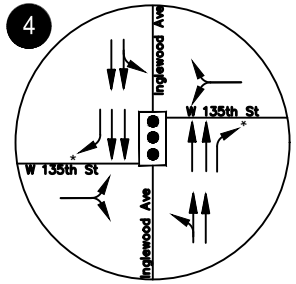
As shown in **Table 4** above, most intersections within the Study area are operating at an acceptable LOS (D or better). However, the intersection of Inglewood Ave and 133rd Street is operating at LOS E during the existing PM peak hour. The detailed intersection analysis LOS worksheets for all conditions are shown in **Appendix C.**

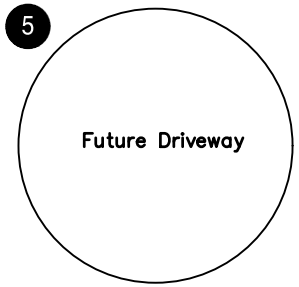


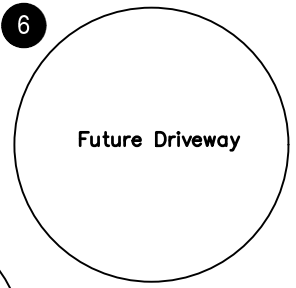


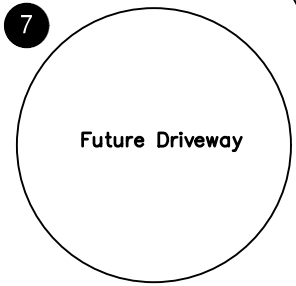












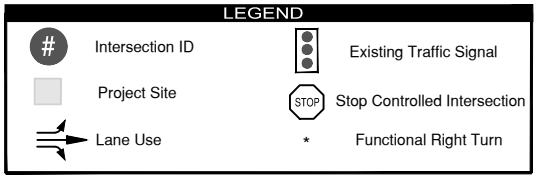


FIGURE 3 - EXISTING INTERSECTION LANE CONFIGURATION

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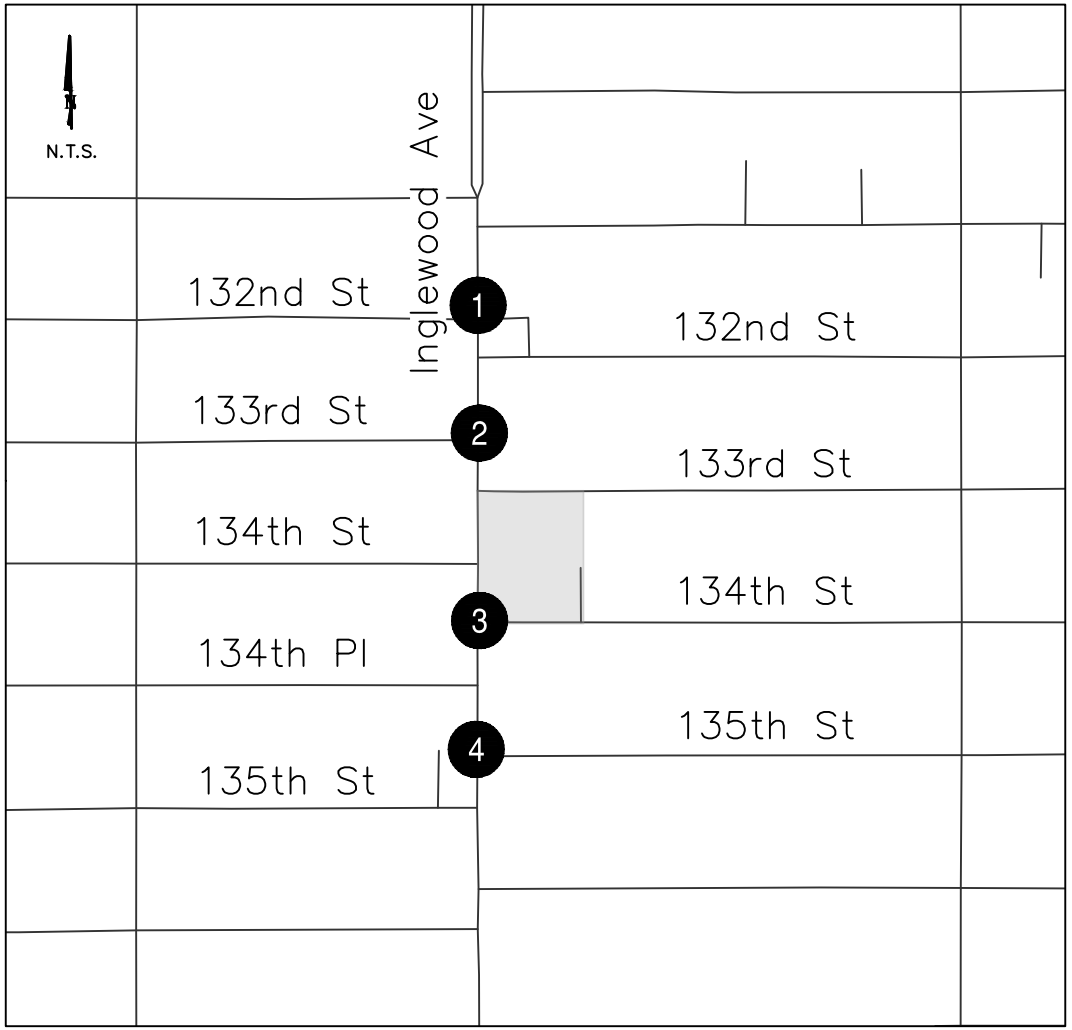

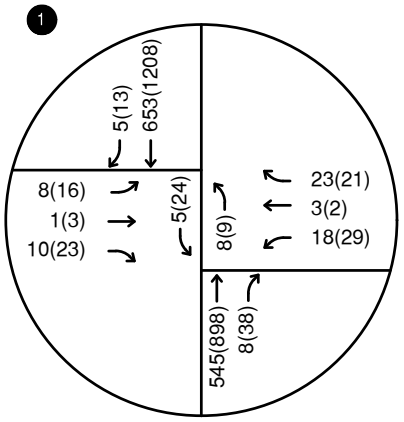

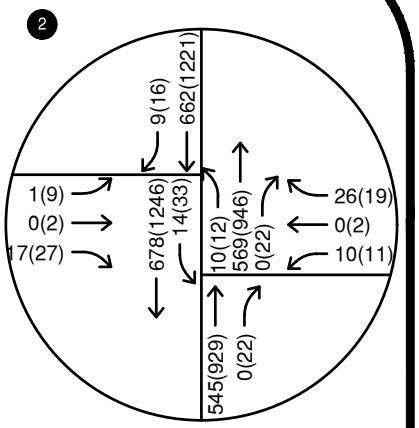

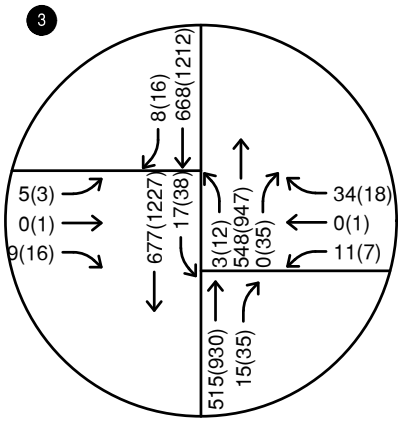

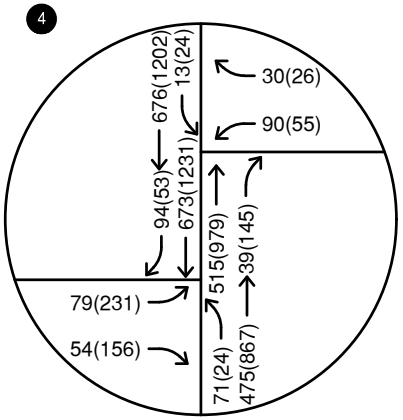

LEGEND	
#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 4 - EXISTING (2024) INTERSECTION AM & PM PEAK HOUR VOLUMES

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III. Cumulative (2035) Conditions Without Project

Volume Development and Ambient (2035) Growth

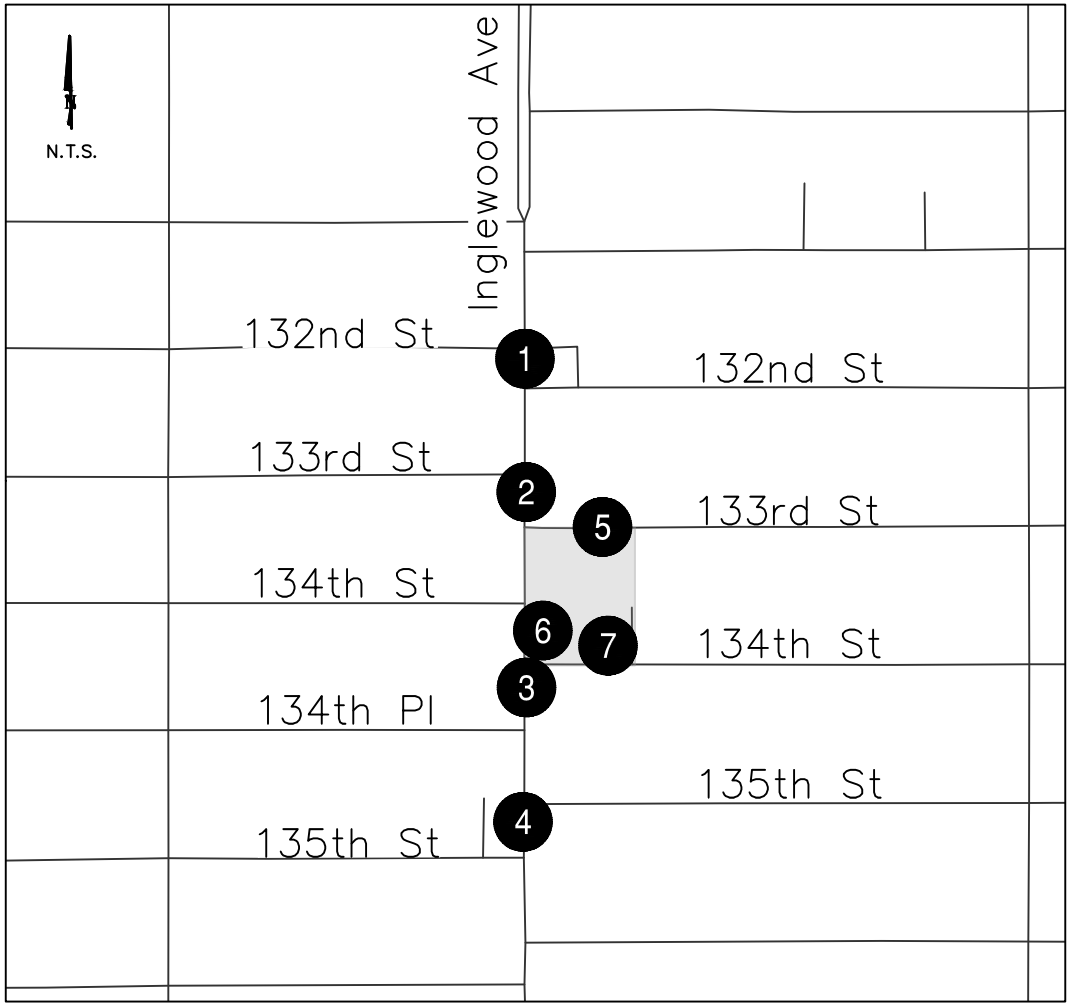
Future volumes were determined by applying an ambient growth factor to the existing 2024 traffic volumes. An annual growth factor of 0.2% was used based on City of Hawthorne population data provided by the Southern California Association of Governments' (SCAG) *Demographics and Growth Forecast* technical report adopted on September 3, 2020.

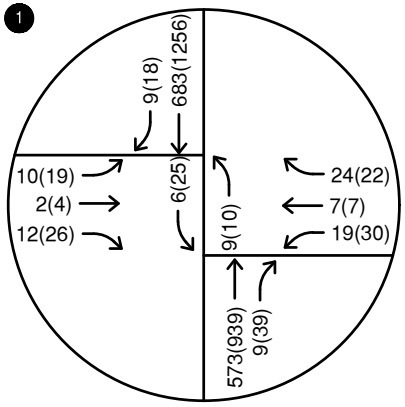
Cumulative Project Trip Generation

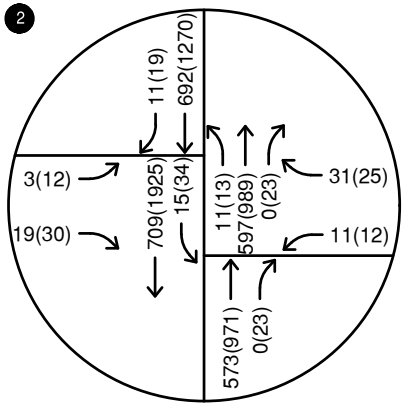
In addition to ambient growth, traffic volumes from cumulative projects (approved or pending projects expected to be built by the year 2035 within ½ mile of the proposed Project Site) were added to the study intersections to simulate future traffic conditions with expected new development in the area. The list of related projects was provided by LA County in an email on July 25th, 2024. The City of Hawthorne did not have any approved or pending projects within ½ mile of the Project site. **Appendix D** lists the cumulative projects and total trip generation that was assigned to the Project study intersections. The cumulative projects' traffic volumes were added to both the cumulative with and without project scenarios as part of this analysis. As shown in **Appendix D,** the cumulative projects in the area are expected to generate 1,234 daily trips, 91 during the morning (AM) peak hour, and 122 during the evening (PM) peak hour.

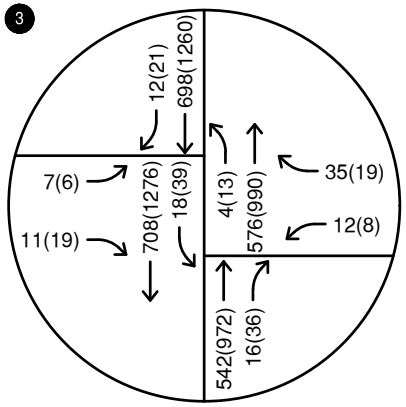
Cumulative (2035) Operations

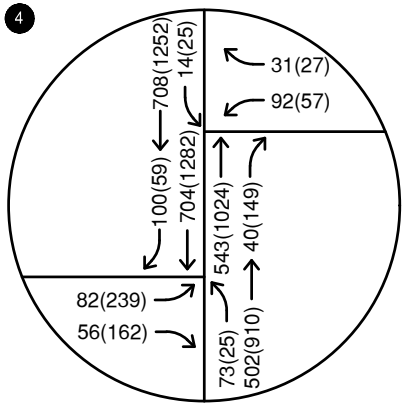
Intersection LOS analysis for the future horizon year was conducted for the weekday morning and evening peak hours using the HCM methodology. The resulting Project morning (AM) peak and evening (PM) peak traffic volumes are shown in **Figure 5**.











LEGEND

#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 5 - FUTURE YEAR (2035) INTERSECTION AM & PM PEAK HOUR VOLUMES

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Table 5 below summarizes the projected LOS at the signalized study intersections for the future horizon year conditions without the planned McDonalds.

Table 5: Cumulative (2035) Level of Service

No.	Intersection	Control Type	AM Peak Hour		PM Peak Hour	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS
1	Inglewood Ave & 132nd Street	Signalized	11.60	B	13.60	B
2	Inglewood Ave & 133rd Street	TWSC	14.17	B	44.01	E
3	Inglewood Ave & 134th Street	TWSC	15.92	C	33.79	D
4	Inglewood Ave & 135th Street (E)	Signalized	8.10	A	4.10	A
	Inglewood Ave & 135th Street (W)	Signalized	7.10	A	27.00	C

As shown in **Table 5** above, most intersections within the Study area are operating at an acceptable LOS (D or better). However, the intersection of Inglewood Ave and 133rd Street is operating at LOS E during the PM peak hour. The improvement in LOS from Existing conditions to Cumulative conditions is because of the peak hour factor (PHF). The PHFs that were calculated from the counts ranged from approximately 0.6 to 0.9, which is considerably lower than the 0.92 default for future analysis. The detailed intersection analysis LOS worksheets for all conditions are shown in **Appendix C**.

IV. Proposed Project Conditions

Project Traffic

The first step in analyzing the traffic conditions with the Project is to estimate the number of new trips expected to be generated by the proposed Project. Trip generation estimates for the Project are based on daily and peak hour trip generation rates obtained from the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (11th Edition). **Table 6** summarizes trip generation estimates for the Project and lists the specific land use for the Project.

Table 6: Net Project Trip Generation

Land Use	Units	Amount	AM Peak Hour			PM Peak Hour			ADT[1]
			In	Out	Total	In	Out	Total	
Proposed Project Trips									
Fast-Food Restaurant w/ Drive-thru (ITE Code: 934)	KSF	3.781	86	83	169	65	60	125	1768
Pass-by Trips (52.5% Daily,50% AM, 55% PM)			-43	-42	-85	-36	-33	-69	-928
Total Trip Generation			**43**	**41**	**84**	**29**	**27**	**56**	**840**
Trip Generation Rates									
Fast-Food Restaurant w/ Drive-thru	KSF		22.71	21.859	44.61	17.176	15.854	33.03	467.48

[1]*ADT=Average Daily Traffic, the daily trips generated by a site, in vehicles.*

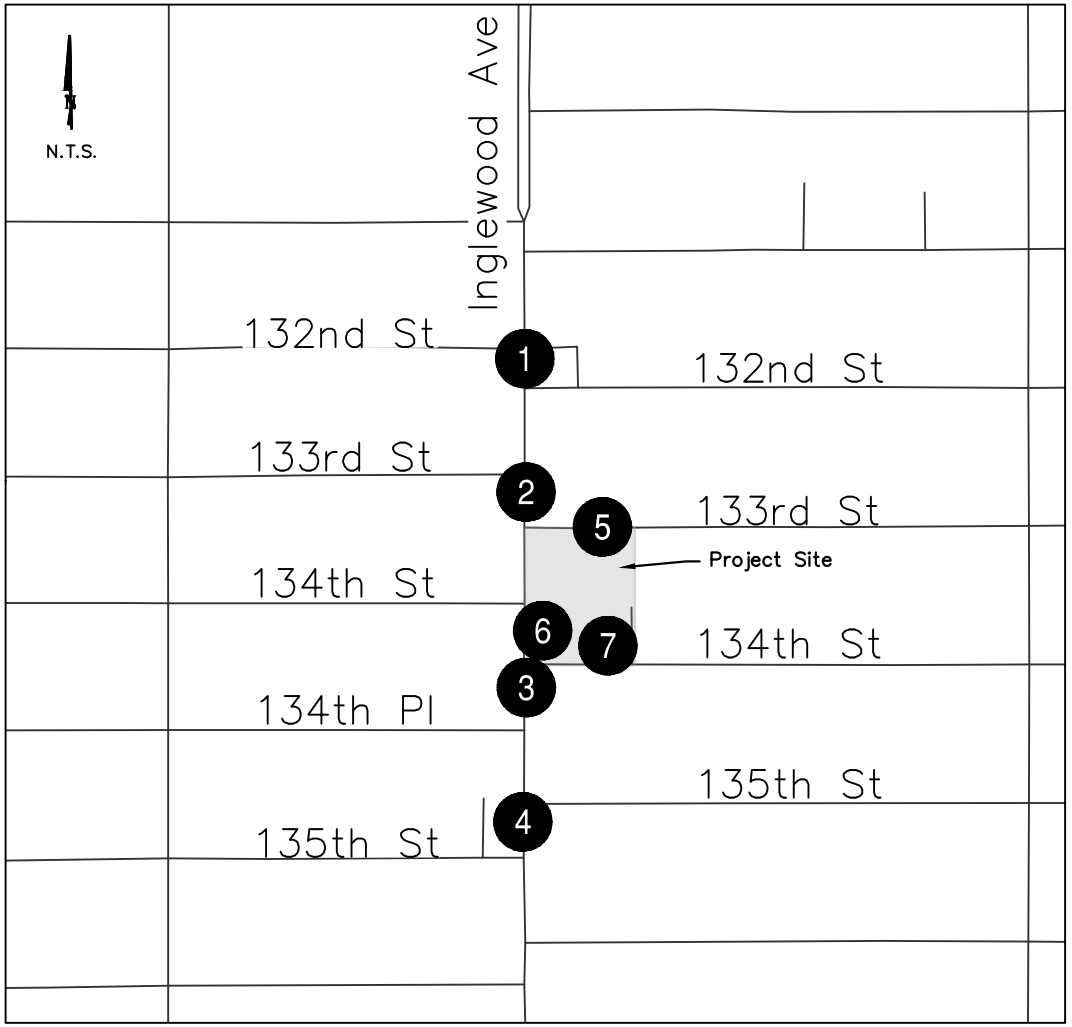
Since the Project is a fast food restaurant with drive-thru, a trip reduction was applied to account for the pass-by trips for the commercial (restaurant) land use component of the Project. A pass-by trip is when a driver makes a stop on the way to their primary destination without changing their route. The driver is already on the road and is attracted to the site by passing it on an adjacent street. The pass-by trip reduction was calculated using ITE guidelines. Based on **Table 6** shown above, the proposed Project is anticipated to generate 840 net daily trips, 84 weekday morning (AM) peak hour trips, and 56 weekday evening (PM) peak hour trips.

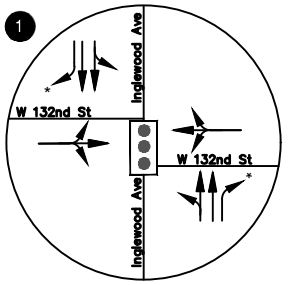
Project Trip Distribution and Assignment

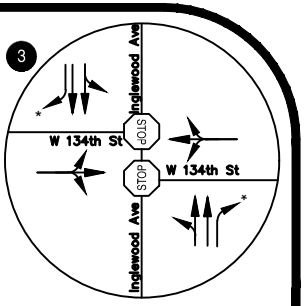
Trip distribution patterns were developed to assign the Project trips across the roadway network within the study area. **Figure 6** shows the new Project driveways and lane configurations. **Figure 7** shows the trip distribution percentages at each of the study intersections and **Figure 8** shows the corresponding Project trips at the intersections.

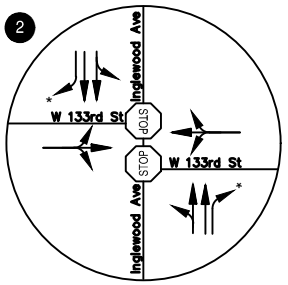
Existing (2024) With Project Operations

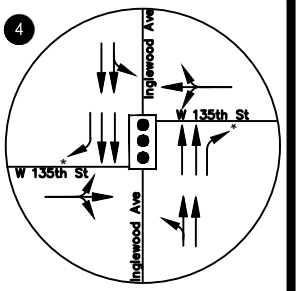
Existing (2024) with Project conditions add the Project traffic shown in **Table 6** to the existing conditions to identify potential traffic impacts associated with the proposed Project. The resulting existing with project morning (AM) peak and evening (PM) peak traffic volumes are shown in **Figure 9. Table 7** summarizes the projected delay and LOS at the signalized and unsignalized study intersections and compares it to without Project existing conditions to assess any significant traffic impacts of the Project. The intersection analysis worksheets are provided in **Appendix C.**

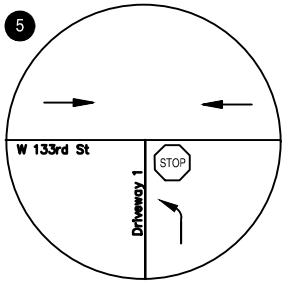


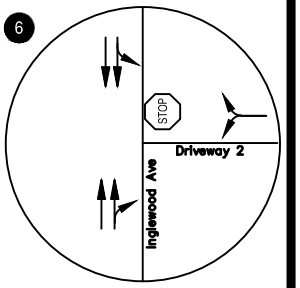


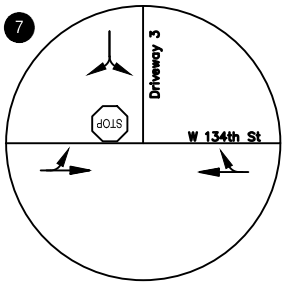












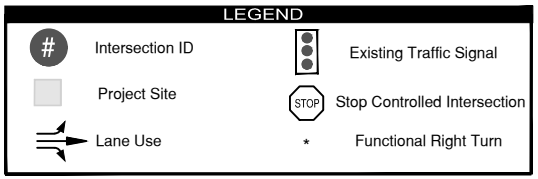


FIGURE 6 - WITH PROJECT LANE CONFIGURATIONS

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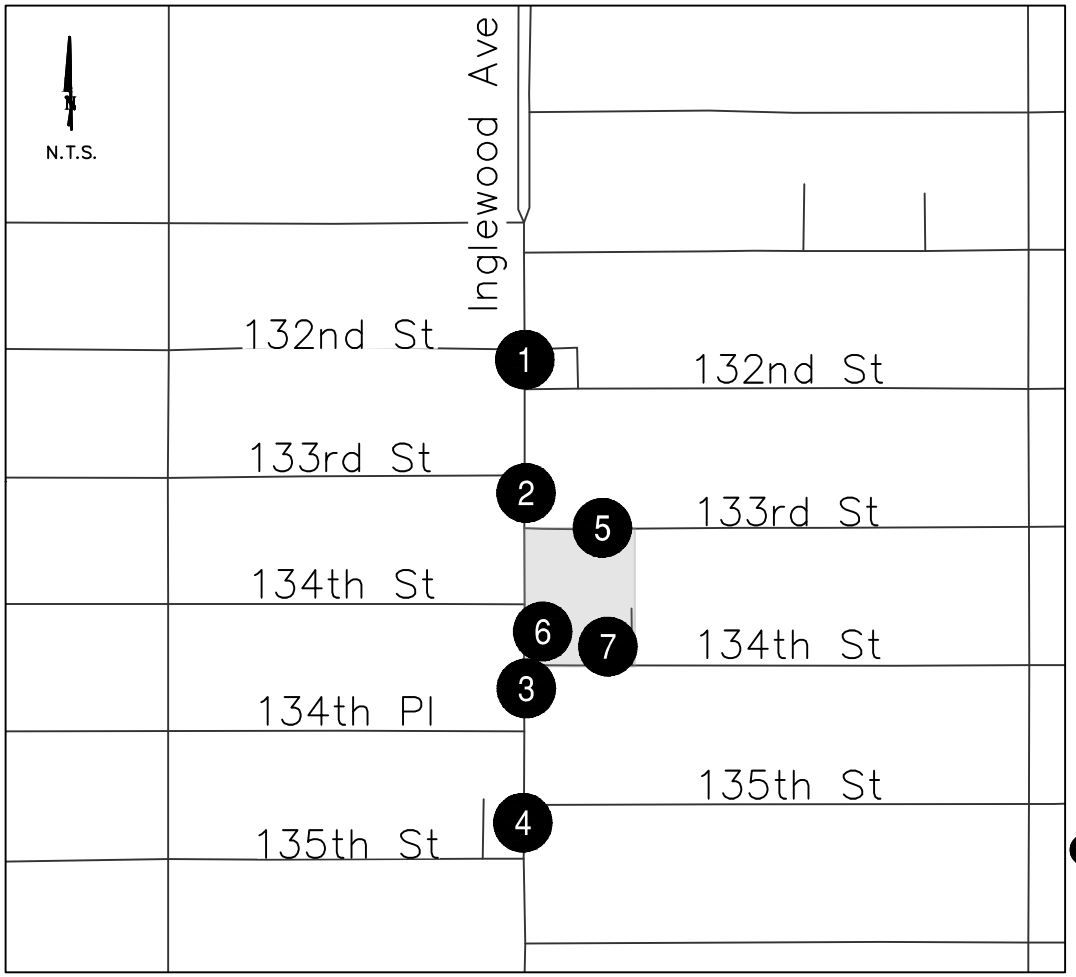
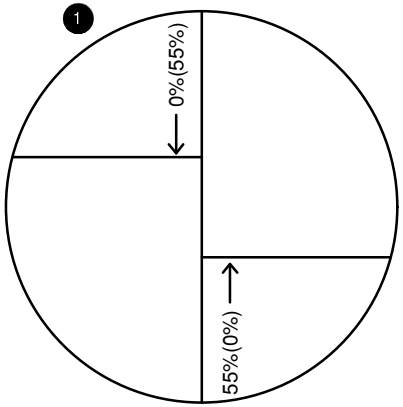
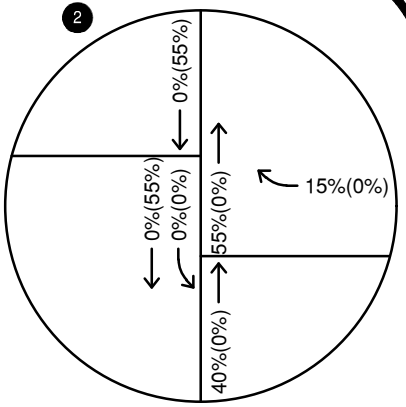
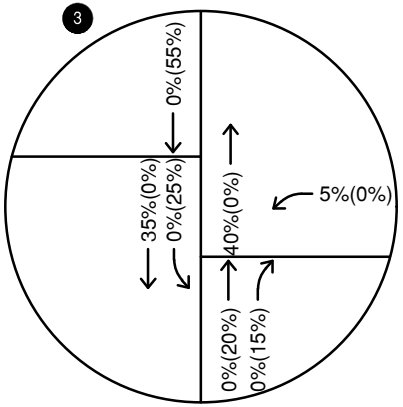
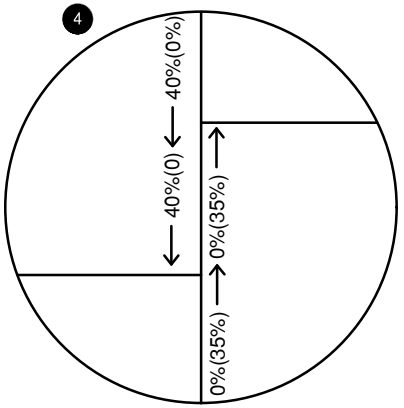
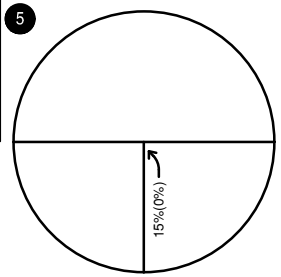


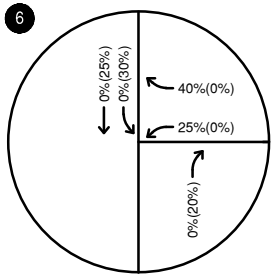


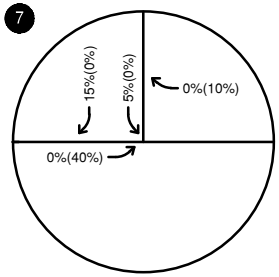










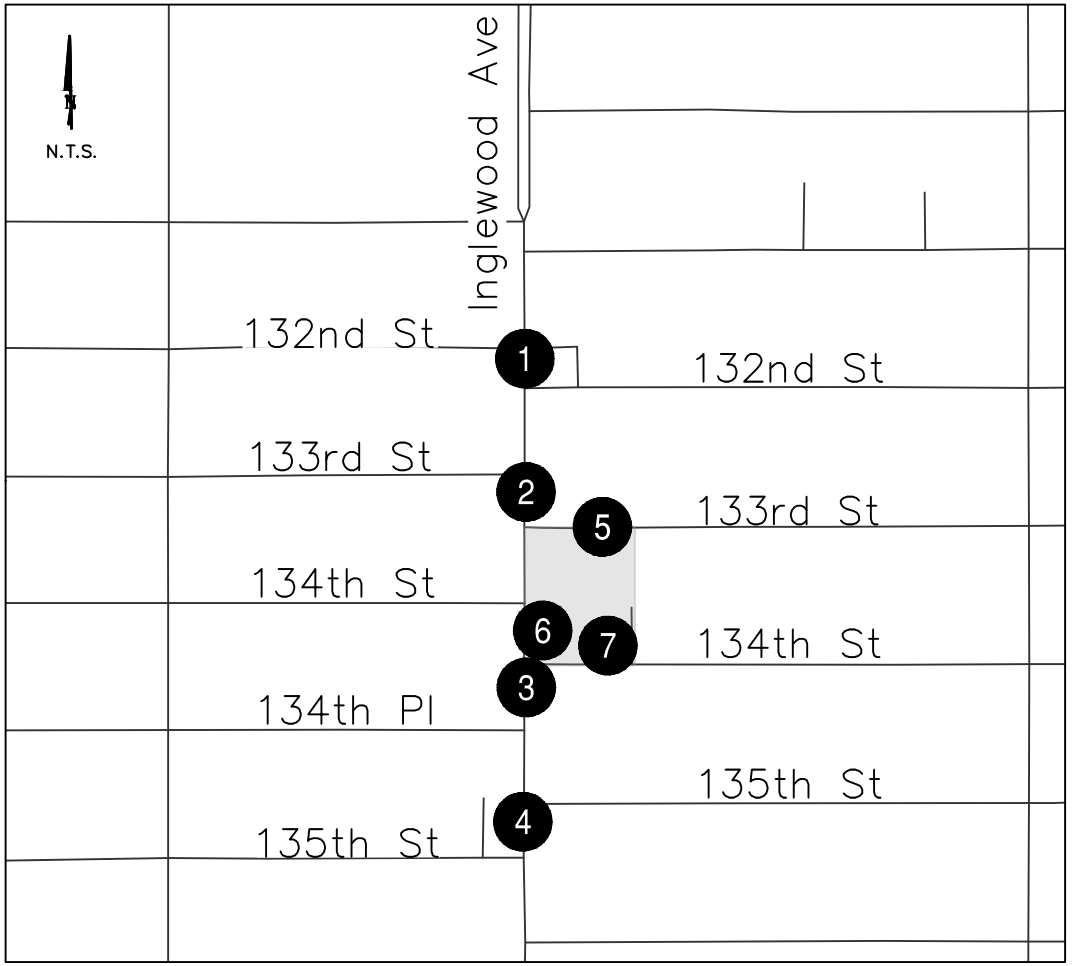


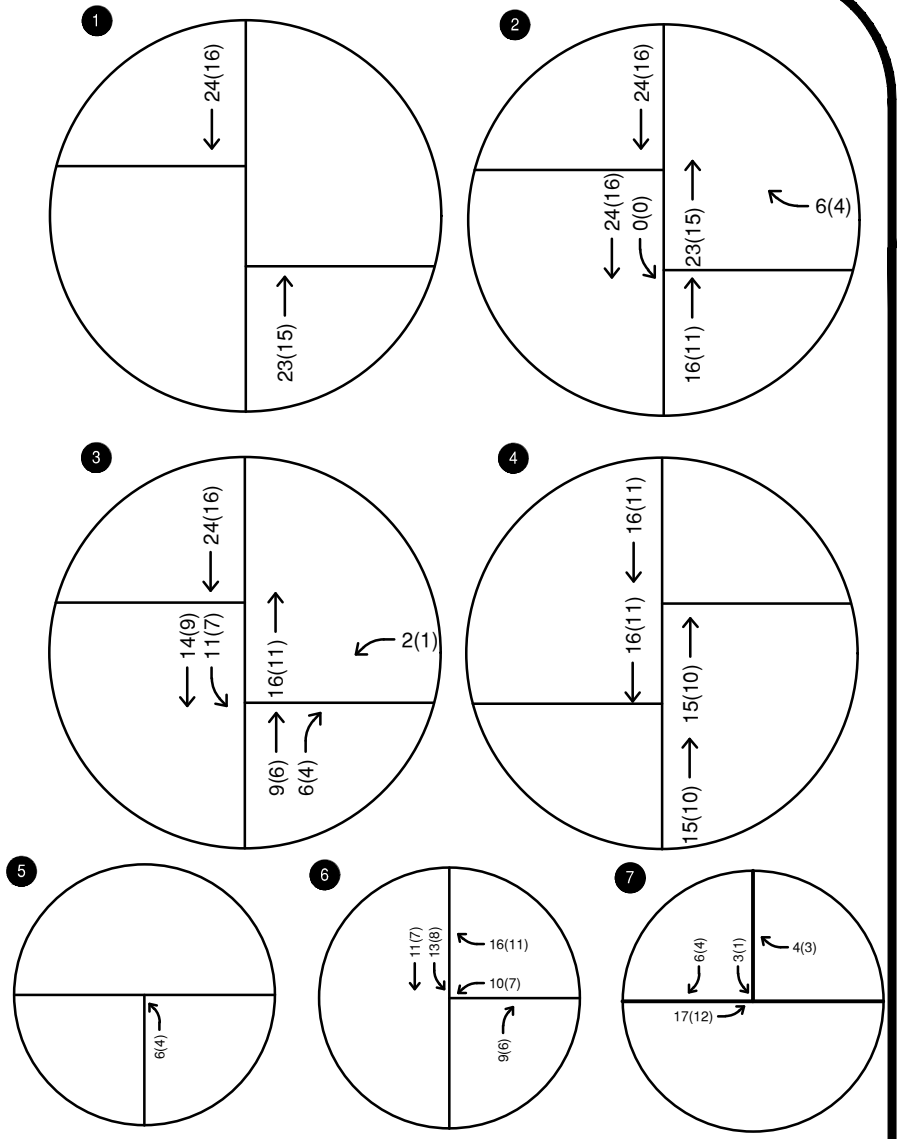
LEGEND

#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 7 - PROJECT TRIP DISTRIBUTION

Kimley»Horn



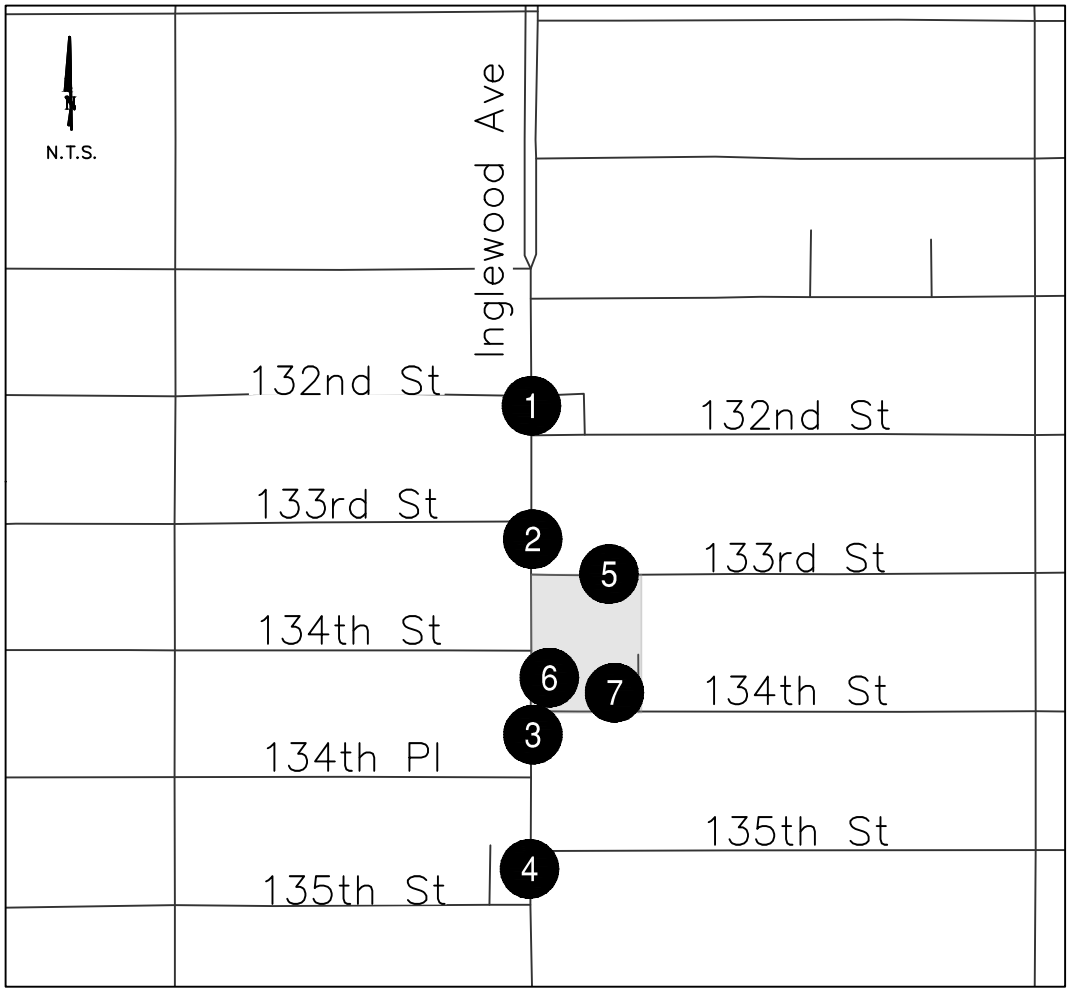


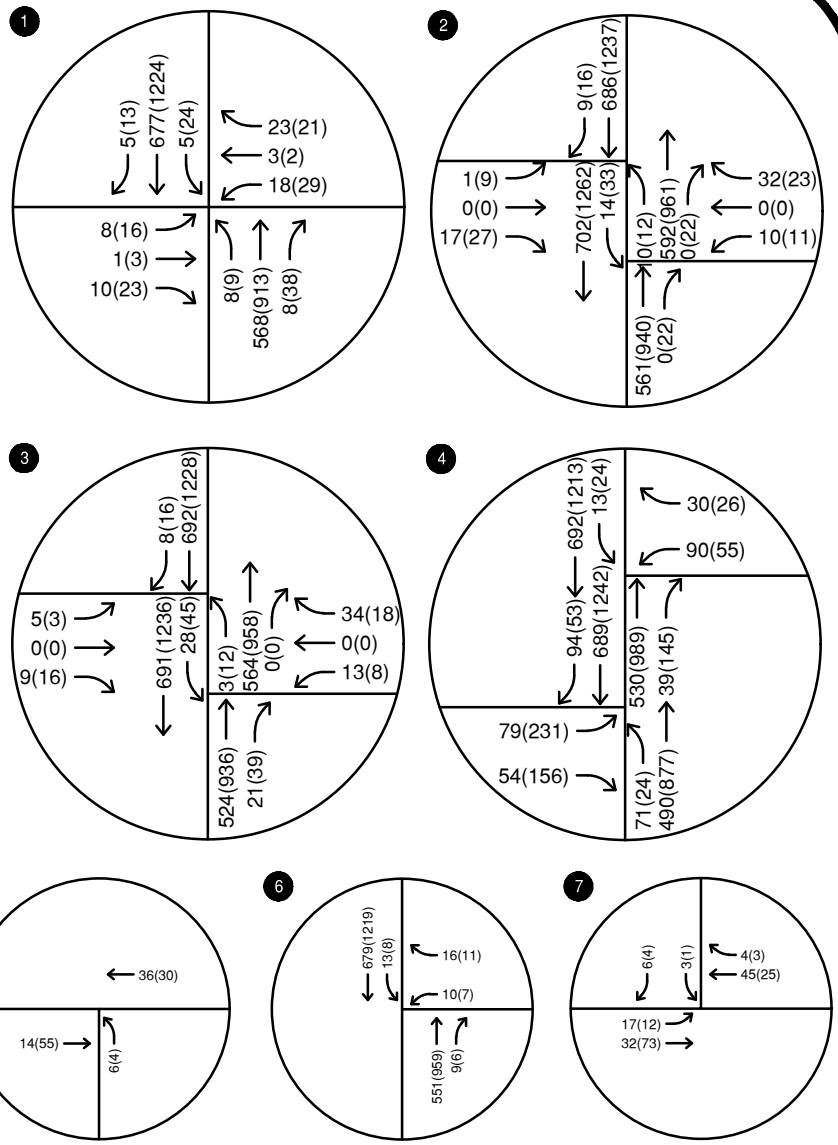
LEGEND

#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 8 - PROJECT TRIPS

Kimley»Horn





LEGEND	
#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 9 - EXISTING (2024) WITH PROJECT INTERSECTION AM & PM PEAK HOUR VOLUMES

Kimley»Horn

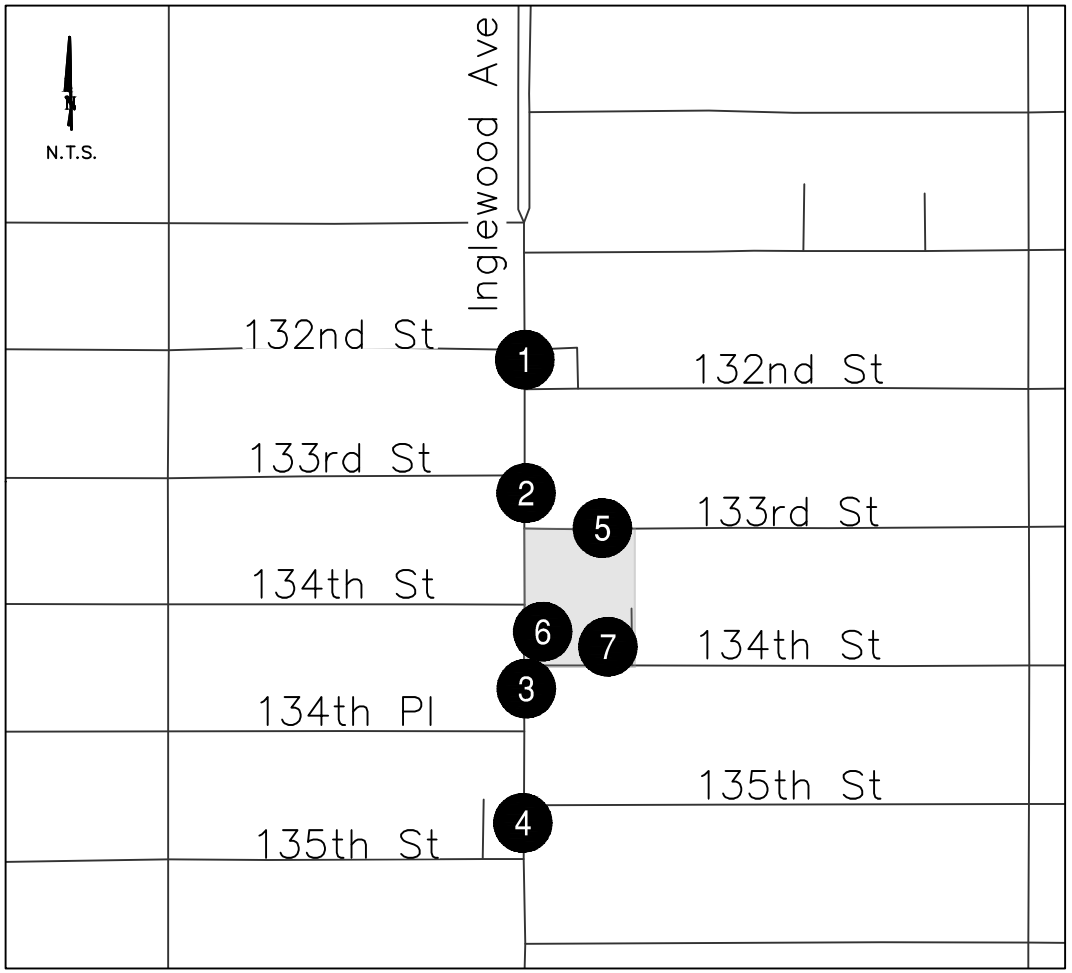
Table 7: Intersection LOS Comparison – Existing (2024) Without Project vs With Project

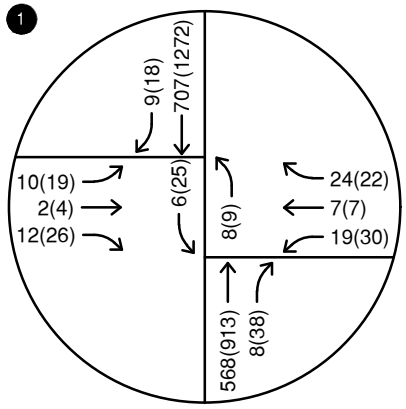
No.	Intersection	AM Peak Hour						PM Peak Hour					
		Existing		Existing with Project		Change In Delay	Project Related Effect?	Existing		Existing with Project		Change in Delay	Project Related Effect?
		Delay (s/veh)	LOS	Delay (s/veh)	LOS			Delay (s/veh)	LOS	Delay (s/veh)	LOS		
1	Inglewood Ave & 132nd Street	11.70	B	11.80	B	0.10	No	14.40	B	14.50	B	0.10	No
2	Inglewood Ave & 133rd Street	14.02	B	14.4	B	0.38	No	37.25	E	38.72	E	1.47	No
3	Inglewood Ave & 134th Street	14.79	B	14.99	B	0.20	No	32.52	D	36.17	E	3.65	No
4	Inglewood Ave & 135th Street (E)	11.60	B	11.50	B	-0.10	No	4.70	A	4.7	A	0.00	No
	Inglewood Ave & 135th Street (W)	10.20	B	10.10	B	-0.10	No	28.1	C	28.0	C	-0.1	No
5	Project Driveway 1 – 133rd Street	-	-	8.73	A	8.80	No	-	-	8.94	A	8.94	No
6	Project Driveway 2 – Inglewood Ave	-	-	15.67	C	14.79	No	-	-	33.5	D	33.5	No
7	Project Driveway 3 – 134th Street	-	-	8.84	A	8.79	No	-	-	8.89	A	8.89	No

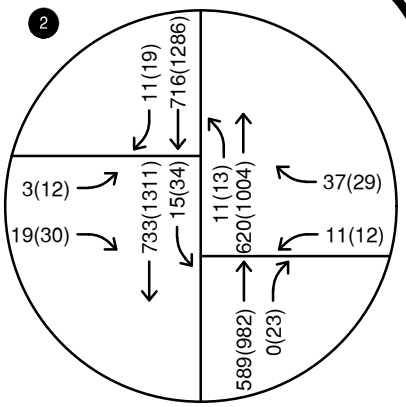
As shown in **Table 7** above, most intersections within the study area are projected to operate at an acceptable LOS (D or better). The proposed Project is anticipated to result in the intersection of Inglewood Avenue and 134th Street being degraded from LOS D to LOS E during the PM peak hour. The additional Project volumes during the PM peak hour would result in the increased delay of 3.65 seconds for the intersection. The detailed intersection analysis worksheets for all conditions are shown in **Appendix C.**

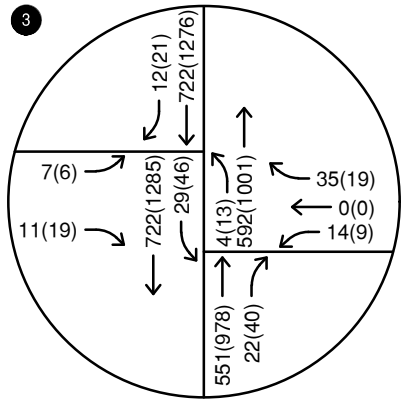
Cumulative (2035) With Project Operations

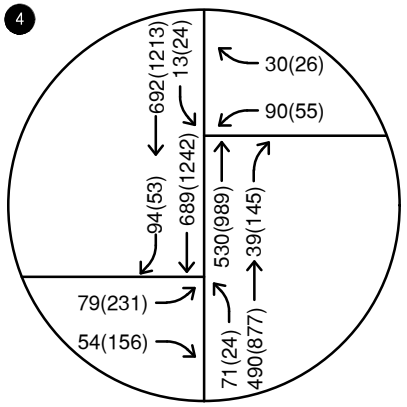
Cumulative (2035) with Project conditions add the Project traffic shown in **Table 6** to the cumulative without Project conditions to identify potential traffic impacts associated with the proposed Project. The resulting Cumulative with Project morning (AM) peak and evening (PM) peak traffic volumes are shown in **Figure 10**. **Table 8** summarizes the projected delay and LOS at the signalized and unsignalized study intersections and compares it to without Project cumulative conditions to assess any significant traffic impacts of the Project. The intersection analysis worksheets are provided in **Appendix C.**

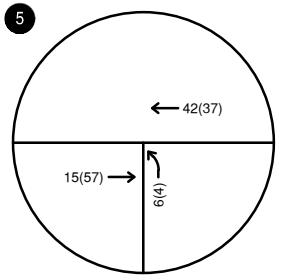


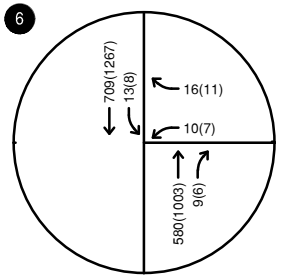


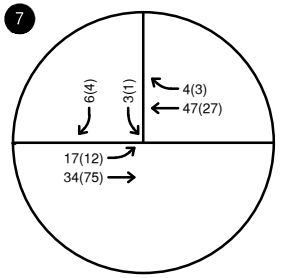












LEGEND

#	Intersection ID
	Project Site
XX(XX)	AM(PM) Peak Hour Volumes

FIGURE 10 - FUTURE YEAR (2035) WITH PROJECT INTERSECTION AM & PM PEAK HOUR VOLUMES

Kimley»Horn

Table 8: Intersection LOS Comparison – Cumulative (2035) Without Project vs With Project

No.	Intersection	AM Peak Hour						PM Peak Hour					
		Cumulative		Cumulative with Project		Change In Delay	Project Related Effect?	Cumulative		Cumulative with Project		Change in Delay	Project Related Effect?
		Delay (s/veh)	LOS	Delay (s/veh)	LOS			Delay (s/veh)	LOS	Delay (s/veh)	LOS		
1	Inglewood Ave & 132nd Street	11.60	B	11.60	B	0.00	No	13.60	B	13.70	B	0.10	No
2	Inglewood Ave & 133rd Street	14.17	B	14.15	B	-0.02	No	44.01	E	45.94	E	1.93	No
3	Inglewood Ave & 134th Street	15.92	C	16.40	C	0.48	No	33.79	D	38.23	E	4.44	No
4	Inglewood Ave & 135th Street (E)	8.10	A	8.00	A	-0.10	No	4.10	A	4.10	A	0.00	No
	Inglewood Ave & 135th Street (W)	7.10	A	7.00	A	-0.10	No	27.00	C	26.80	C	-0.20	No
5	Project Driveway 1 – 133rd Street	-	-	8.84	A	8.84	No	-	-	8.98	A	8.98	No
6	Project Driveway 2 – Inglewood Ave	-	-	15.40	C	15.40	No	-	-	37.16	E	37.16	No
7	Project Driveway 3 – 134th Street	-	-	8.81	A	8.81	No	-	-	8.91	A	8.91	No

As shown in **Table 8**, most intersections within the study area are projected to operate at an acceptable LOS (D or better). The proposed Project is anticipated to result in the intersection of Inglewood Avenue and 134th Street being degraded from LOS D to LOS E during the PM peak hour. The additional Project volumes during the PM peak hour would result in the increased delay of 4.4 seconds for the intersection. The detailed intersection analysis worksheets for all conditions are shown in **Appendix C.**

Vehicle Miles Traveled Analysis

Senate Bill 743 (SB 743)

Senate Bill 743 (SB 743) requires project reviews under CEQA to evaluate the transportation impacts of new developments in terms of greenhouse gas emissions using VMT. As of December 2018, the Natural Resources Agency finalized updates to the State CEQA Guidelines to incorporate SB 743 (i.e., VMT). To assist in implementation of VMT as the primary measure of a transportation impact under CEQA, the OPR published an updated Technical Advisory on Evaluating Transportation Impacts in CEQA (OPR Technical Advisory) in December 2018. Statewide application of the new guidelines went into effect on July 1, 2020. The City of Hawthorne adopted their VMT policy on May 23, 2023.

Screening Criteria

To identify when a project may be presumed to have a less than significant transportation impact concerning VMT without conducting a detailed study, the OPR Guidelines provide screening criteria for land development projects that meet one of the screening criteria below:

- **Non-Retail Project Trip Generation Screening:** The development project generates a net increase of fewer than 110 daily vehicle trips.

- **Projects Near High Quality Transit:** The development project is located near (within one-half mile) an existing major transit stop[2] or a high-quality transit corridor[3]. This presumption would not apply, however, if project-specific or location-specific information indicates that the project will still generate significant levels of VMT. For example, the presumption might not be appropriate if the project:
    - Has a floor area ratio of less than 0.75;
    - Includes more parking than required by the jurisdiction;
    - Is inconsistent with the applicable Sustainable Communities Strategy;
    - Replaces affordable residential units with a smaller number of market-rate residential units.

- **Affordable Housing:** The development project has 100% affordable units excluding manager's units.

- **Local-Serving Retail/Essential Service**: The development project contains retail or local essential services uses fewer than 50,000 SF of gross floor area.

- **Low VMT-Generation Area Screening:** The development project is located in a low VMT area.

A development project needs to meet only one of the above screening criteria to be presumed to have a less than significant impact on transportation and circulation, under CEQA and pursuant to SB 743.

Retail Project Trip Generation Screening

The Project includes only a retail component (3,781 SF Fast Food Restaurant). Based on the above screening criteria, the Project would screen out of VMT analysis because the 3,781 SF restaurant is less

[2] The OPR Technical Advisory defines a “major transit stop” as a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods (California Public Resources Code §21064.3).

[3] The OPR Technical Advisory defines a “high-quality transit corridor” as a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours (California Public Resources Code §21155).

than the 50,000 gross SF screening criterion. The retail component of the Project can be local-serving in nature and presumed to have a less than significant VMT impact.

Proximity to Transit-Based Screening

Currently, there are no transit routes near the proposed Project that meet the criteria to be considered a major transit stop or high-quality transit corridor. Therefore, the Project does not screen out of a VMT analysis based on transit priority area screening.

Residential Land Use Based Screening

Residential development projects with 100% affordable units would screen out of VMT analysis and presumed to have a less than significant VMT impact. However, the proposed Project does not propose any residential land uses. Therefore, the Project does not screen out of a VMT analysis based on affordable units.

Low VMT-Generation Area Screening

The City of Hawthorne's VMT calculator was used to estimate the Project VMT to compare it to the county threshold (15% below the average). The results from the VMT calculator are shown in **Appendix E**. Because the proposed Project is in a low VMT area, the Project screens out of a VMT analysis based on the low VMT-Generation Area screening criteria.

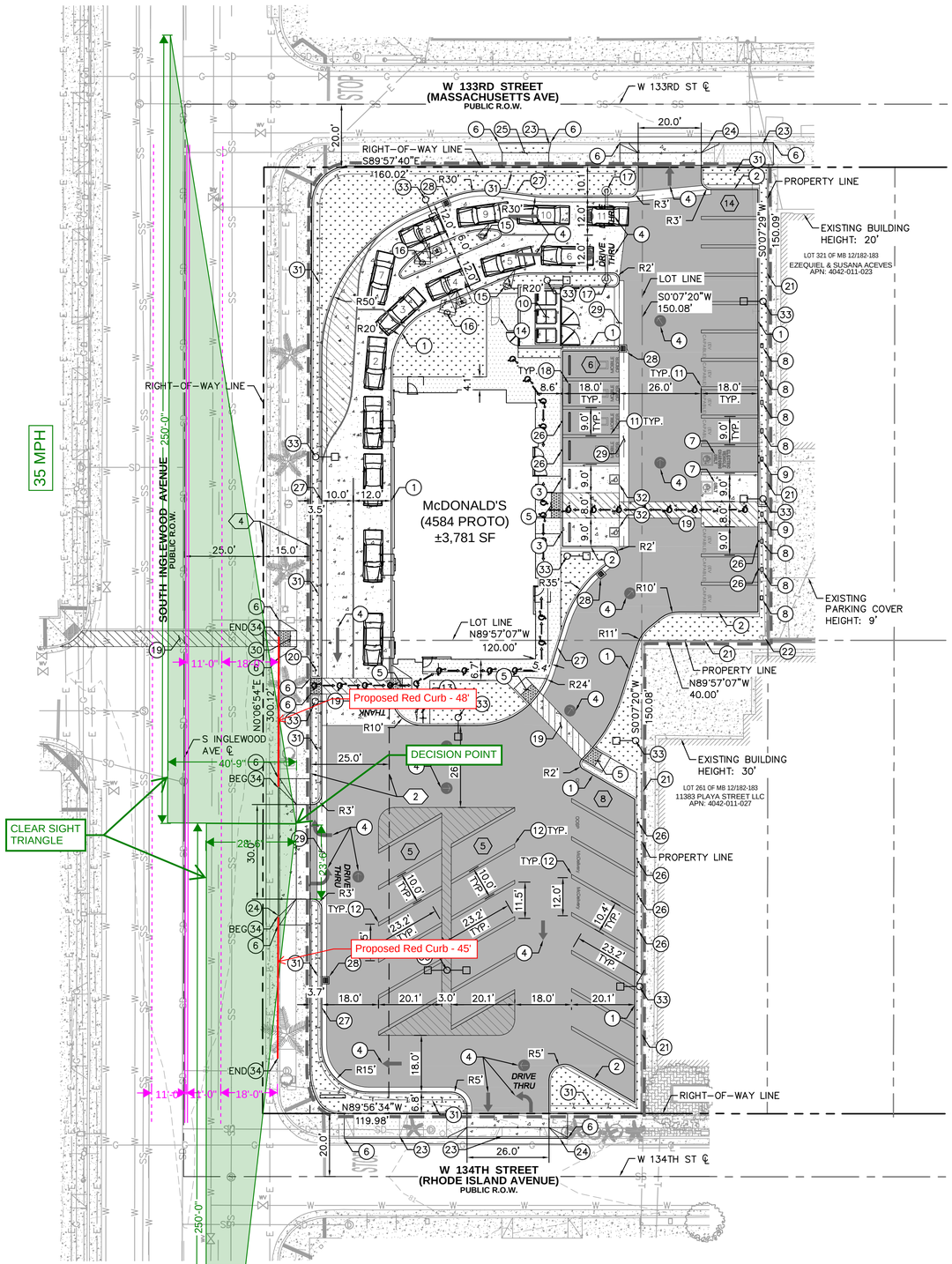
Screening Conclusion

The proposed Project meets two of the above screening criteria (Retail Project Site Plan Screening and Low VMT-Generation Area screening). The Project would screen out of further VMT analysis based on the land-use, size, and low VMT area and is presumed to have a less than significant transportation impact under CEQA pursuant to SB 743.

V. Sight Distance Analysis

A sight distance analysis was conducted for the Project driveway along Inglewood Avenue. The analysis identified the potential parking restrictions that will be needed as a part of the Project and will be based on the stopping sight distance criteria established in the latest American Association of State Highway and Transportation Officials (AASHTO) guidelines*, A Policy on Geometric Design of Highways and Streets, 2018*. For Inglewood Avenue, the sight distance analysis assumed a design speed of 35 miles per hour (mph) based on the posted speed limit, which requires 250 feet of stopping sight distance. The sight triangles for the three Project driveways are shown in **Figure 11** on the next page. To provide a clear line of sight for vehicles exiting the Inglewood Avenue driveway, 48 feet of red curb north of the driveway and 45 feet of red curb south of the driveway is recommended.

Along 133rd Street, existing on street parking is only allowed on the north side of the street. Along 134th Street, existing on street parking is only allowed on the south side of the street. Since on-street parking is restricted on the driveway sides of the streets, no sight distance analysis was required for the driveways along 133rd Street and 134th Street. Therefore, no additional parking restrictions are required for the driveways along 133rd Street and 134th Street.



LEGEND:

- CENTER LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE / LEASE LINE
- EASEMENT LINE / SETBACK LINE
- APPROXIMATE LIMIT OF WORK LINE
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LANDSCAPE/PLANTER AREA
- HEAVY DUTY ASPHALT PAVEMENT
- DETECTABLE WARNING SYSTEM
- ACCESSIBLE ROUTE (LOCATION PURPOSES ONLY, DO NOT PAINT)
- SIGN POST
- ACCESSIBLE PARKING SPACE
- (X) NUMBER OF PARKING SPACES

CONSTRUCTION NOTES:

1. CONCRETE CURB
2. 18" WALK-OFF CURB
3. ACCESSIBLE PARKING STALL SIGN
4. DIRECTIONAL MARKING PER PLAN
5. ACCESSIBLE RAMP WITH DETECTABLE WARNING (TRUNCATED DOMES)
6. JOIN EXISTING CURB, CURB & GUTTER, SIDEWALK.
7. "ELECTRIC VEHICLE CHARGING ONLY" IN 12" HIGH WHITE LETTERS AT THE END OF PARKING STALL
8. FUTURE E/V CHARGING STATION. CONDUIT TO BE RAN TO STALL FOR FUTURE CONNECTION
9. PROPOSED E/V CHARGING STATION.
10. COVERED TRASH ENCLOSURE AND RECYCLING BIN STORAGE
11. STANDARD 90° PARKING STALL STRIPING.
12. STANDARD 60° PARKING STALL STRIPING.
13. SHORT TERM BIKE RACK
14. LONG TERM BIKE RACK
15. PREVIEW BOARD
16. ORDER BOARD
17. HEIGHT DETECTOR POLE
18. INSTALL WHEELSTOPS FOR PARKING SPACES ADJACENT TO WALKWAYS
19. ACCESSIBLE PATH OF TRAVEL STRIPING. ACCESSIBLE PATHS SHALL BE ENHANCED PAVING.
20. ADA PATH OF TRAVEL SIGN
21. EXISTING CMU WALL TO REMAIN
22. EXISTING POWER POLE TO REMAIN
23. EXISTING DRIVEWAY TO BE REMOVED
24. PROPOSED DRIVEWAY
25. PROPOSED SIDEWALK, PARKWAY, CURB AND GUTTER TO MATCH EXISTING SURROUNDING
26. MCDONALD'S SITE SIGNAGE
27. CONCRETE CURB AND GUTTER
28. 24" X 24" JENSEN PRECAST DROP INLET WITH CATCH BASIN FILTER INSERT FOR TRASH CAPTURE.
29. 3.0' WIDE VALLEY GUTTER
30. PROPOSED CURB RAMP PER STD. PLAN RSP A88A.
31. WROUGHT IRON FENCE
32. ACCESSIBLE STALL STRIPING
33. SITE LIGHTING
34. NO PARKING RED CURB

TITLE REPORT EXCEPTIONS

(2) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT;

RESERVED BY:	HOPPER-MCFARLAND-DUNCAN COMPANY
PURPOSE:	PERTAINING TO THE LAYING OF WATER PIPES
RECORDING DATE:	MARCH 17, 1913
RECORDING NO:	BOOK 5379, PAGE 316, OF DEEDS
AFFECTS:	SAID LAND
AND RECORDING DATE:	JULY 29, 1915
AND RECORDING NO:	BOOK 6064, PAGE 289, OF DEEDS (AFFECTS SUBJECT PARCEL, PLOTTABLE AS SHOWN)

(4) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS CONDEMNED BY AN INSTRUMENT, ENTITLED: FINAL ORDER OF CONDEMNATION

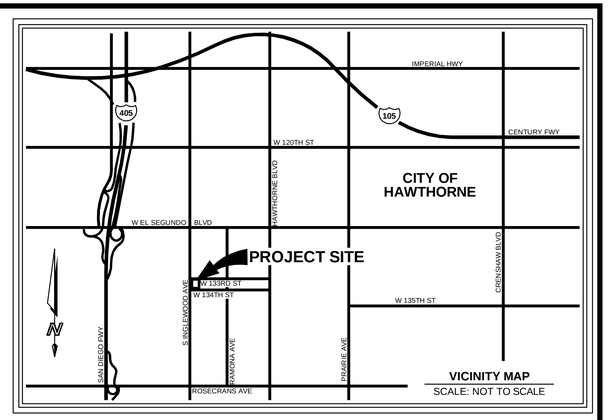
COURT:	SUPERIOR COURT OF THE STATE OF CALIFORNIA
CAUSE NO.:	671543
IN FAVOR OF:	COUNTY OF LOS ANGELES
PURPOSE:	PUBLIC ROAD AND HIGHWAY
RECORDING DATE:	JULY 10, 1958
RECORDING NO:	1958-3356, IN BOOK M65, PAGE 133, OF OFFICIAL RECORDS
AFFECTS:	SAID LAND (AFFECTS SUBJECT PARCEL, PLOTTABLE AS SHOWN)

LEGAL DESCRIPTION

SUBJECT PARCEL: APN: 4042-011-024 AND 4042-011-026

LOTS 260, 322 AND 323 OF INGLEDALE ACRES, IN THE CITY OF HAWTHORNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 20, PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY MOBILE/MANUFACTURED HOMES LOCATED THEREON.



SITE DATA

PROJECT DESCRIPTION:	DEMOLITION OF EXISTING CONCRETE PADS AND WALLS. NEW CONSTRUCTION OF A MCDONALD'S DRIVE THRU RESTAURANT AND PARKING LOT.
ADDRESS:	13314 S INGLEWOOD AVE, HAWTHORNE, CA 90250
APN:	4042-011-024 AND 4042-011-026
ZONING DISTRICT:	C-3 GENERAL COMMERCIAL (EXISTING & PROPOSED)
ADJACENT ZONING DISTRICTS:	N: C-3 GENERAL COMMERCIAL E: R-3 HIGH DENSITY RESIDENTIAL S: C-3 GENERAL COMMERCIAL
EXISTING LAND USE:	RESIDENTIAL
PROPOSED LAND USE:	COMMERCIAL
ADJACENT LAND USE:	N: COMMERCIAL E: RESIDENTIAL S: COMMERCIAL
FLOOD ZONE:	ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.02% ANNUAL CHANCE FLOODPLAIN PER MAP NO. 06037C1790F EFFECTIVE 9/26/2008

TOTAL DISTURBED AREA:	38,298 S.F.	(0.88 AC)	
TOTAL PAD AREA:	3,781 S.F.	(0.09 AC)	
TOTAL LOT AREA:	42,020 S.F.	(0.96 AC)	
LOT COVERAGE			
TOTAL SITE AREA:	38,298 S.F.	(0.88 AC)	100%
BUILDING AREA:	3,781 S.F.	(0.09 AC)	9.9%
IMPERVIOUS AREA:	29,274 S.F.	(0.67 AC)	76.4%
LANDSCAPE AREA:	5,215 S.F.	(0.12 AC)	13.7%

PARKING/LANDSCAPE BUFFER	
FRONT:	0.0'
REAR:	0.0'
SIDE (N):	0.0'
SIDE (S):	0.0'

PARKING SUMMARY:

MCDONALD'S: 3,781 S.F. (1 STALL/100 S.F.) = 38 STALLS REQUIRED PER CITY CODE

- ADA PARKING FOR 26-50 PARKING STALLS = 2 ADA PARKING STALLS REQUIRED, PER 2016 CBC
- FUTURE EV FOR 26-50 PARKING STALLS = 8 FUTURE EV STALLS REQUIRED PER 2016 CALGREEN
  1 FUTURE EV STALL MUST BE VAN ACCESSIBLE.

TOTAL NUMBER OF PARKING SPACES PROVIDED = 38

PARKING TABLE:	REQUIRED	PROVIDED	
STANDARD	28	28	
COMPACT (C)	–	–	
MOTORCYCLE	–	–	
EV CHARGING	8	8	(INCLUDING EV READY)
EV READY	2	2	
ACCESSIBLE	2	2	
TOTAL:	38	38	

*MINIMUM 6 CAR STACK BEHIND THE ORDER BOARD HAS BEEN PROVIDED

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SCALE
1" = 20'
WHEN PRINTED AT FULL SIZE (24"X36")

Know what's below. Call before you dig.

ISSUE	DATE	DESCRIPTION

DRAWN BY: JS
CHECKED BY: AB
RECOMMENDED: AB

ENGINEERS SEAL
REGISTERED PROFESSIONAL ENGINEER AMELIA A. BELTRAN No. 19 CIVIL STATE OF CALIFORNIA
NOT FOR CONSTRUCTION

Kimley»Horn
245 E THIRD ST
LONG BEACH, CA 90802
562-549-2142

PREPARED UNDER THE DIRECT SUPERVISION OF:
AMELIA BELTRAN, R.C.E. NO. #### DATE: 9/23/2024 EXP. ####

CITY OF HAWTHORNE
APPROVED BY:
CITY ENGINEER RCE # _____ EXP _____ DATE

McDonald's USA, LLC
13314 INGLEWOOD AVE
HAWTHORNE, CA 90250

CITY OF HAWTHORNE

PRELIMINARY SITE PLAN

C1.0

Drawing name: K:\ORA_LDEV\mcdonalds\194015042 – hawthorne (4-5205)\CADD\Exhibits\entitlement package\C1.0 – Preliminary Site Plan.dwg C1.0 – Preliminary Site Plan Sep 23, 2024 1:55pm by: jenny.sheng
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

VI. Left Turn Pocket Analysis

An analysis was completed to determine if a southbound left-turn pocket is warranted on Inglewood Avenue at the Project Driveway. The analysis references the existing conditions and the Project trip generation. Guidelines included in the National Cooperative Highway Research Program (NCHRP) Report 745 Left-Turn Accommodations at Unsignalized Intersections (2013) were also referenced to evaluate the need for a left turn pocket.

Average Daily Traffic (ADT) counts with lane utilization information were collected along Inglewood Avenue. Based on the counts (shown in **Appendix B)**, vehicles utilize the #1 and #2 lanes along Inglewood Avenue evenly, with the southbound direction being the higher volume direction. Additionally, the Project traffic used in the operational analysis (**Figure 8**) shows that the volume of vehicles making a southbound left into the proposed site are under 10 vehicles per hour for both the morning (AM) and evening (PM) time periods.

Based on guidance from the NCHRP Report 745, the following information is considered when determining the need for a left turn pocket.

- Development (urban/suburban)
- Number of lanes and approaches
- Peak-hour left turn and major roadway volume
- Design consistency within the corridor

After consideration of NCHRP guidance and review of the existing conditions and Project traffic, it is not recommended to provide a southbound left-turn pocket into the Project site. Inglewood Avenue (within the study area) provides two lanes with on-street parking in each direction. The average daily traffic along Inglewood Avenue is 21,619 vehicle per day and the existing roadway configuration is consistent within other locations in the study area.

With the addition of an exclusive left turn pocket, on-street parking in both directions would need to be removed and would result in design inconsistences along Inglewood Avenue within the study area. The offset legs at the intersection of Inglewood Avenue and 134th Street in addition to a left turn pocket into the Project site would result in poor access management due to reduced spacing between intersections.

The additional traffic generated by the Project could be accommodated without the addition of a left turn pocket, since the low volume of vehicles turning into the site would be able to queue in the travel lane without significantly increasing delay for through vehicle traffic. Adequate access to the site would still be provided via the driveways on 133rd Street and 134th Street.

VII. Crosswalk Warrant Analysis

Based on coordination with City staff, a crosswalk treatment warrant analysis at the intersection of Inglewood Avenue and W 134th Street was performed to determine the most suitable crosswalk treatment. The two possible crosswalk treatments considered include Pedestrian Hybrid Beacons (PHBs) and Rectangular Rapid Flashing Beacons (RRFBs). Because PHBs and RRFBs operate similarly, only criteria for PHB's were analyzed as a more conservative approach. Additionally, the proximity to the signalized intersections at Inglewood Avenue and 132nd/135th Street would make PHB's more appropriate for traffic flow and coordination.

The analysis references the existing conditions including traffic volumes, speed limit, and roadway configuration, as well as the Project trip generation. The Federal Highway Administration's (FHWA) *Field Guide for Selecting Countermeasures at Uncontrolled Pedestrian Crossing Locations* and the California Manual of Uniform Traffic Control Devices (CA MUTCD) were used as guidance for determining the appropriate treatment at the intersection.

FHWA Analysis

The FHWA guidelines identify the following three criteria to determine the type of crosswalk treatment:

1. Roadway Configuration
2. Vehicle Average Daily Traffic (ADT)
3. Speed Limit

Table 9 below shows the criteria for the different types of countermeasures along a roadway segment or at an intersection.

Table 9: FHWA Countermeasures

Roadway Configuration	Speed Limit								
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
2 lanes*	● 2 3 4 5 6	● 3 5 6 7	● 3 5 6 ●	● 3 4 5 6	● 3 5 6 7	● 3 5 6 ●	● 3 4 5 6 7	● 3 5 6 7	● 3 5 6 ●
3 lanes with raised median*	● 2 3 4 5	● 3 5 7	● 3 5 ●	● 3 4 5 7	● 3 5 ●	● 3 5 ●	● 3 4 5 7	● 3 5 ●	● 3 5 ●
3 lanes w/o raised median†	● 2 3 4 5 6 7	● 3 5 6 7	● 3 5 6 ●	● 3 4 5 6 7	● 3 5 6 ●	● 3 5 6 ●	● 3 4 5 6 7	● 3 5 6 ●	● 3 5 6 ●
4+ lanes with raised median‡	● 3 5	● 3 5 7	● 3 5 ●	● 3 5 7	● 3 5 ●	● 3 5 ●	● 3 5 ●	● 3 5 ●	● 3 5 ●
4+ lanes w/o raised median‡	● 3 5 6 7 8	● 3 5 ● 7 8	● 3 5 ● ● 8	● 3 5 ● 7 8	● 3 5 ● ● 8	● 3 5 ● ● 8	● 3 5 ● ● 8	● 3 5 ● ● 8	● 3 5 ● ● 8

*One lane in each direction †One lane in each direction with two-way left-turn lane ‡Two or more lanes in each direction

Given the set of conditions in a cell,

● Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.

\# Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

1 High-visibility crosswalk markings, parking restriction on crosswalk approach, adequate nighttime lighting levels
2 Raised crosswalk
3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
4 In-Street Pedestrian Crossing sign
5 Curb extension
6 Pedestrian refuge island
7 Pedestrian Hybrid Beacon
8 Road Diet

This table was developed using information from: Zegeer, C. V., Stewart, J. R., Huang, H. H., Lagerwey, P. A., Feaganes, J., & Campbell, B. J. (2005), Safety effects of marked versus unmarked crosswalks at uncontrolled locations: Final report and recommended guidelines (No. FHWA-HRT-04-100); Manual on Uniform Traffic Control Devices, 2009 Edition, Chapter 4F. Pedestrian Hybrid Beacons; the Crash Modification Factors (CMF) Clearinghouse website (http://www.cmfclearinghouse.org/); and the Pedestrian Safety Guide and Countermeasure Selection System (PEDSAFE) website (http://www.pedbikesafe.org/PEDSAFE/).

Inglewood Avenue at 134th street is a 4 lane, 35 MPH roadway without a raised median and ADT of 21,000 vehicles (**Appendix B**).

From **Table 9** above, the appropriate countermeasures would include a high-visibility crosswalk, advance yield striping and signage, a pedestrian refuge island, and a PHB.

CA MUTCD Analysis

The CA MUTCD guidelines identify the following four criteria to determine if a PHB is warranted:

1. Major Street Pedestrian Volume
2. Major Street Vehicle Volume
3. Speed Limit
4. Crosswalk Length

Appendix F shows the application of the guidelines based on the information along Inglewood Avenue. Based on the CA MUTCD guidelines, a PHB would not be warranted at the intersection of Inglewood Avenue and 134th Street.

Although existing conditions and roadway configuration allow for the installation of a PHB or RRFB, the peak hour pedestrian volumes do not warrant the installation of crosswalk with a RRFB or PHB. Therefore, a crosswalk at the intersection of Inglewood Avenue and 134th Street is not recommended.

VIII. Summary and Conclusions

This report documents the results of a Traffic Impact Assessment completed for the Project. The following summarizes the results of assessment:

Traffic Operation Analysis

- The traffic study includes an analysis of four (4) existing intersections which were selected as per discussions with the City.
- The Project is estimated to generate approximately 840 new daily trips, 84 new trips during the morning (AM) peak hour and 56 new trips during the evening (PM) peak hour.
- Weekday peak hour intersection analysis was conducted for four (4) scenarios including Existing (2024) without Project, Existing (2024) with Project, Future (2035) Year without Project conditions, and Future (2035) Year without Project conditions.
- Under existing conditions, all intersections operate at LOS D or better during the morning (AM) and evening (PM) peak periods, except for the intersection of Inglewood Avenue and 133rd Street, which operates at LOS E during the evening (PM) peak hour.
- Under existing conditions with Project, all intersections operate at LOS D or better during the morning (AM) and evening (PM) peak periods, except for the intersection of Inglewood Avenue and 134th Street, which operates at LOS E during the evening (PM) peak hour.
- Under future without Project conditions, all intersections operate at LOS D or better during the morning (AM) and evening (PM) peak periods, except for the intersection of Inglewood Avenue and 133rd Street, which operates at LOS E during the evening (PM) peak hour.
- Under future conditions with Project, all intersections operate at LOS D or better during the morning (AM) and evening (PM) peak periods, except for the intersection of Inglewood Avenue and 134th Street, which operates at LOS E during the evening (PM) peak hour.

VMT Analysis

- The Project proposes a 3,781 square feet (SF) Fast Food Restaurant with a Drive-Thru. The Project would screen out of further VMT analysis based on the local-serving land-use and the Project being in a low VMT area. Therefore, the Project is presumed to have a less than significant transportation impact concerning VMT.

Sight Distance Analysis

- The Project proposes three driveways to access the Project Site. One full access driveway along Inglewood Avenue, one exit-only along 133rd Street, and one full access along 134th Street.

- The stopping sight distance along Inglewood Avenue is 250 feet based on the latest American Association of State Highway and Transportation Officials (AASHTO) guidelines*, A Policy on Geometric Design of Highways and Streets, 2018*.

- To provide a clear line of sight for vehicles exiting the Inglewood Avenue driveway, 48 feet of red curb north of the driveway and 45 feet south of the driveway is recommended.

- Since on-street parking is restricted on the driveway sides of the streets, no sight distance analysis was required for the driveways along 133rd Street and 134th Street. Therefore, no additional parking restrictions are required for the driveways along 133rd Street and 134th Street.

Left-turn Pocket Analysis

- Based on guidance from the NCHRP Report 745, a southbound left-turn pocket on Inglewood Avenue is not recommended due to the roadway configuration, vehicle average daily traffic (ADT), and speed limit.

Crosswalk Warrant Analysis

- Based on guidance from the FHWA, the location of the crosswalk would require a controlled crossing such as a PHB. However, the pedestrian demand does not warrant a PHB.

Appendix A – Approved Project Scoping Agreement

June 26, 2024

Dweejal Torado, T.E
Assistant Engineer
City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250

RE: ***Traffic Study Scope of Work for the Proposed McDonald's at 13324 South Inglewood Avenue in the City of Hawthorne***

Kimley-Horn and Associates, Inc. is pleased to submit this traffic study Scope of Work for the proposed McDonald's at 13324 South Inglewood Avenue in the City of Hawthorne. The scope of the traffic study is summarized below. This scope of work is based on the review of the *Los Angeles County (LA County) Transportation Impact Analysis Guidelines* (July 2020) and discussions with City Staff.

Project Description

The applicant proposes to develop a 3,781 square-foot Fast Food Restaurant with a Drive-Thru. The site is currently vacant. The following traffic study scope of work has been prepared in accordance with the *LA County Transportation Impact Analysis Guidelines*. The project site plan is shown on **Attachment 1**. The project is anticipated to open in 2025.

Study Scenarios

The following study scenarios will be included for analysis:

- Existing Conditions Without Project (2024)
- Existing With Project (2024)
- Cumulative Without Project (2035)
- Cumulative With Project (2035)

Each study scenario will include weekday morning peak hour and weekday evening peak hour analysis.

Study Methodology

Level of Service (LOS) analysis will be conducted for peak hour intersection operations at signalized and unsignalized intersections using the methods prescribed in the Highway Capacity Manual (HCM) 7th Edition. The traffic analysis will be conducted using the latest version of the Synchro software.

Impact Criteria

For intersections within the City, LOS D or better will be considered as acceptable. If project traffic causes operations at an intersection to go from acceptable (LOS D or better) to unacceptable (LOS E or F), the project would have a significant project-related effect at the intersection. If the

intersection is currently operating at an unacceptable LOS (LOS E or F) without Project traffic it is assumed that there would be no impact to the intersection.

Study Intersections

In addition to the three primary Project driveways shown in **Attachment 1**, the following study intersections are proposed:

1. 132nd Street & Inglewood Avenue (signalized)
2. 133rd Street & Inglewood Avenue (unsignalized)
3. 134th Street & Inglewood Avenue (unsignalized)
4. 135th Street & Inglewood Avenue (signalized)

Existing Traffic Counts

New weekday morning (7-9AM) and evening (4-6PM) intersection peak hour traffic counts at the study intersections will be collected. A seasonal factor for traffic counts will be applied for the summer season since schools are out of session. Average Daily Traffic (ADT) 24-hour counts along Inglewood Avenue will also be collected on the same day as the intersection counts. The 24-hour count will also provide the lane utilization along Inglewood Avenue.

Future Traffic Volumes

Traffic volumes for the future cumulative scenario (2035) will be developed by applying a growth rate based on the Southern California Coalition of Governments' (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy.

Project Trip Generation

The trips expected to be generated by the project were calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition* (2021). Pass-by reduction factors were applied to the proposed land use. Trip rates are based on the ITE land use category 934 - Fast-Food Restaurant w/ Drive-Thru.

The trip rates and the estimated vehicle trips for the proposed uses are shown in **Attachment 2**. The proposed project is estimated to generate 1,768 daily trips, with 169 trips in the AM peak hour, and 125 trips in the PM peak hour.

After applying a pass-by reduction factor, the project is estimated to generate approximately 840 daily trips, with 84 trips in the AM peak hour, and 56 trips in the PM peak hour.

Project Trip Distribution

Project trip distribution assumptions are shown on **Attachment 3**.

Cumulative Traffic

City staff will provide a list of cumulative projects for use in the traffic study, which will include eligible developments within one half-mile of the project. For cumulative projects, it is requested that address, land use, quantities, and other pertinent information for each project be provided if available. If this information is not available, an ambient growth factor based the SCAG RTP/SCS model will be used to develop traffic volumes for the cumulative scenario.

Left Turn Pocket Analysis

A queueing analysis will be completed to determine if a southbound left-turn pocket is warranted on Inglewood Avenue at the Project Driveway. The analysis will reference the existing conditions including traffic volumes and lane utilization as well as the Project trip generation and distribution. Guidelines included in the National Cooperative Highway Research Program (NCHRP) Report 745 Left-Turn Accommodations at Unsignalized Intersections (2013) will also be referenced.

Crosswalk Warrant and Treatment Analysis

Based on coordination with City staff, the installation of a crosswalk at the intersection of Inglewood Avenue and W 134th Street will be evaluated to determine the most suitable crosswalk treatment. The two possible crosswalk treatments that will be considered include Pedestrian Hybrid Beacons (PHB's) and Rectangular Rapid Flashing Beacons (RRFBs).

The analysis will reference the existing conditions including traffic volumes, speed limit, roadway configuration, and trip generation and distribution. The Federal Highway Administration's (FHWA) *Field Guide for Selecting Countermeasures at Uncontrolled Pedestrian Crossing Locations* will be used as guidance for determining the appropriate treatment at the intersection. Guidance from the California Manual of Uniform Traffic Control Devices (CA MUTCD) will also be used to determine if a RRFB or PHB is warranted.

VMT Screening

With the passage of Senate Bill (SB) 743 by the California Legislature in September 2013, VMT has become an important indicator for determining if a new development will result in a "significant transportation impact" as required by the California Environmental Quality Act (CEQA). Under SB 743, the state Office of Planning and Research (OPR) was charged with developing new guidelines for evaluating transportation impacts under CEQA in order to replace methods measuring automobile delay and Level of Service. In response to this mandate, the Office of Planning and Research proposed, and the California Natural Resources Agency adopted CEQA Guidelines Section 15064.3, which indicates that VMT exceeding an applicable threshold of significance is the most appropriate measure for evaluating a project's transportation impacts. Section 15064.3 goes on to clarify that except for projects regarding roadway capacity, "…a project's effect on automobile delay does not constitute a significant environmental impact." The

OPR further elaborates on VMT metrics within the *Technical Advisory on Evaluating Transportation Impacts in CEQA* document, published in December 2018. Subsequently, LA County, via the *Transportation Impact Analysis Guidelines* (July 2020) has established VMT screening thresholds of significance for projects within the City.

The VMT guidelines provide details on appropriate screening thresholds that can be used to identify when a proposed land use project is anticipated to result in a less-than-significant impact without conducting a more detailed analysis. The screening criteria are as follows:

1. Project Size
2. Locally Serving Retail
3. Project Located in a Low VMT Area
4. Transit Proximity
5. Affordable Housing
6. Transportation Facilities

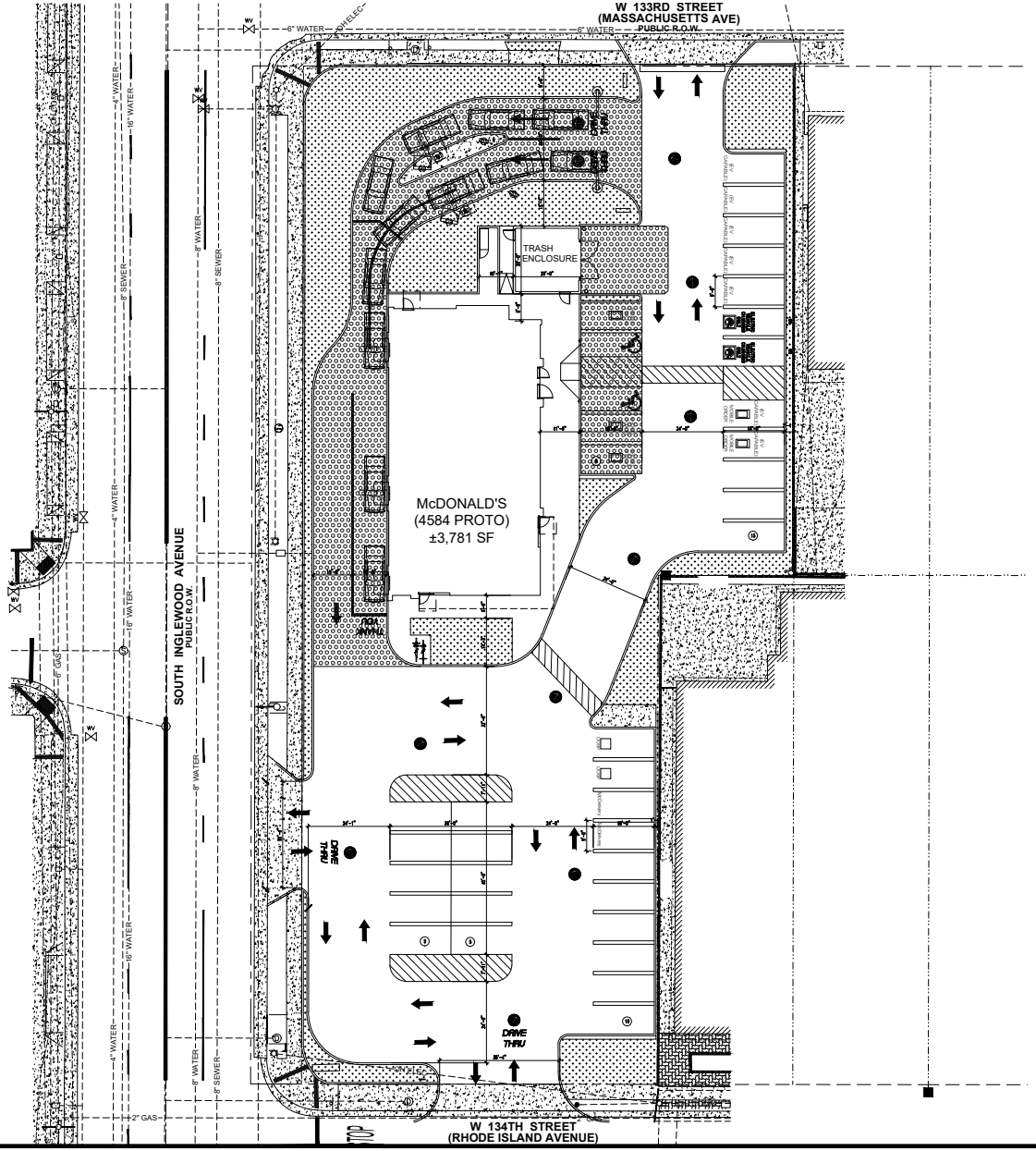
A local-serving retail project with space of less than 50,000 square feet would be considered to have a less-than-significant impact. Since the project involves local-serving retail fast food restaurant and coffee shop the project would screen out of VMT under Locally Serving Retail criteria.

In accordance with the Technical Advisory and with Los Angeles County Guidelines, the proposed project is presumed to result in a less-than-significant VMT impact and support the goals of SB 743. No further VMT assessment is anticipated.

Mitigation Measures

Based on the results of the traffic analysis, mitigation on the basis of LOS will be discussed, if applicable.

Attachment 1 - Site Plan



SITE INFORMATION

SITE AREA: 37,500 SF(0.86 ACRES)
ZONING
C3, GENERAL COMMERCIAL APPROVED USE= CONDITIONAL USE
PARKING TABLE
REQUIRED SPACES = 3,781 SF = 38 STANDARD SPACES 36 ADA SPACES 2 TOTAL SPACES =38
DRIVE THRU
STACKING AS SHOWN
LANDSCAPE
TO BE DETERMINED

NORTH

PROPOSED SITE PLAN | SCALE: 1/16"=1'-0"

designrun
PLANNING AND DESIGN
153 E. City Place Dr. | Santa Ana | CA | 92705
Phone 714.892-3900 | Fax 714.892-3944

McDonald's® USA, LLC

These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared for use on this specific site in conjunction with its issue date and are not suitable for use on a different site or at a later time. Use of these drawings for reference or example on another project requires the services of properly licensed architects and engineers. Reproduction of the contract documents for reuse on another project is not authorized.

Proposed McDonald's Restaurant #004-5205

13324 W. 133rd St.
Hawthorne, CA 90250
29 May 2024

ATTACHMENT 2
SUMMARY OF PROJECT TRIP GENERATION
13324 S Inglewood Avenue McDonalds Project

Land Use	ITE Code	Unit	Trip Generation Rates [1]						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Fast-Food Restaurant w/ Drive-thru	934	KSF	467.48	22.751	21.859	44.61	17.176	15.854	33.03

Land Use	Quantity	Unit	Trip Generation Estimates						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Fast-Food Restaurant w/ Drive-thru	3.781	KSF	1,768	86	83	169	65	60	125
Pass-by Trips (52.5% Daily, 50% AM, 55% PM) [1,2]			*-928*	*-43*	*-42*	*-85*	*-36*	*-33*	*-69*
Net Trips			***840***	***43***	***41***	***84***	***29***	***27***	***56***
Total Project Trips			**840**	**43**	**41**	**84**	**29**	**27**	**56**

[1] Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition

[2] Note: The Trip Generation Manual does not provide pass-by rates for daily trip generation. The daily pass-by trips shown are the average of the AM and the PM pass-by percentage.

ATTACHMENT 3
TRIP DISTRIBUTION AND STUDY AREA



LEGEND:

PROJECT SITE

○ / ○ STUDY INTERSECTION/DRIVEWAY

XX% TRIP DISTRIBUTION PERCENTAGE

N
NTS

Appendix B - Turning Movement Counts and Average Daily Traffic Counts

Prepared by National Data & Surveying Services

Inglewood Ave & 132nd St

Peak Hour Turning Movement Count

ID: 24-020227-001
City: Hawthorne

Day: Tuesday
Date: 7/9/2024

PEAK HOURS	COUNT PERIODS
08:00 AM - 09:00 AM	7:00 AM - 09:00 AM
NONE	NONE
04:30 PM - 05:30 PM	4:00 PM - 06:00 PM

SOUTHBOUND (Inglewood Ave)

AM	4	571	4	0	503	AM
NOON	0	0	0	0	0	NOON
PM	11	1056	21	0	817	PM
	0	2	0	0		

EASTBOUND (132nd St)

AM	NOON	PM	
14	0	19	
0	0	0	0
7	0	14	0
1	0	3	1
9	0	20	0
AM	NOON	PM	

WESTBOUND (132nd St)

PM	NOON	AM	
18	0	20	0
2	0	3	1
25	0	16	0
0	0	0	0
57	0	12	
PM	NOON	AM	

NORTHBOUND (Inglewood Ave)

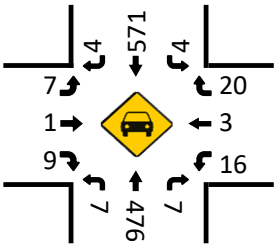
PM	1103	2	6	785	33	PM
NOON	0	0	0	0	0	NOON
AM	596	0	7	476	7	AM
		0	0	2	0	

CONTROL

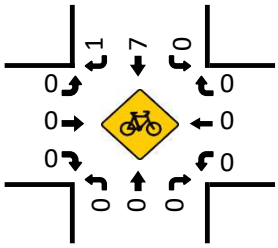
Signalized

TEV	1125 AM	0 NOON	1996 PM
PHF	0.93		0.95

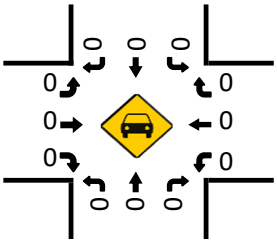
Totals (AM)



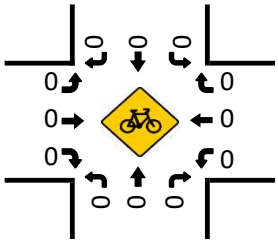
Total Bikes (AM)



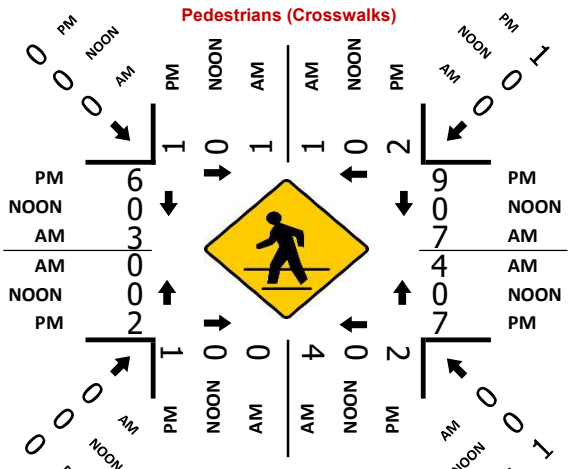
Totals (NOON)



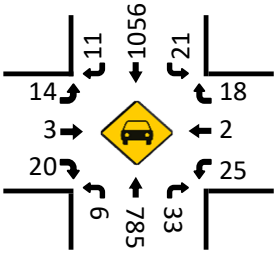
Total Bikes (NOON)



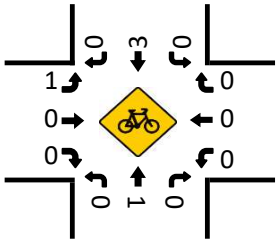
Pedestrians (Crosswalks)



Totals (PM)



Total Bikes (PM)



Prepared by National Data & Surveying Services

Inglewood Ave & 133rd St

Peak Hour Turning Movement Count

ID: 24-020227-002
City: Hawthorne

Day: Tuesday
Date: 7/9/2024

PEAK HOURS

AM: 08:00 AM - 09:00 AM
NOON: NONE
PM: 04:30 PM - 05:30 PM

COUNT PERIODS

AM: 7:00 AM - 09:00 AM
NOON: NONE
PM: 4:00 PM - 06:00 PM

SOUTHBOUND (Inglewood Ave)

AM	8	579	10	1	499	AM
NOON	0	0	0	0	0	NOON
PM	14	1067	27	0	835	PM
	0	2	0	0		

EASTBOUND (133rd St)

AM	NOON	PM	
17	0	25	
0	0	0	0
1	0	8	0
1	0	2	1
14	0	22	0
AM	NOON	PM	

WESTBOUND (133rd St)

PM	NOON	AM	
15	0	21	0
2	0	2	1
10	0	9	0
0	0	0	0
48	0	11	
PM	NOON	AM	

CONTROL

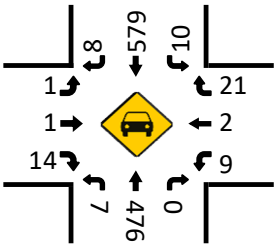
2-Way Stop(EB/WB)

TEV	1129 AM	0 NOON	2007 PM
PHF	0.93		0.96

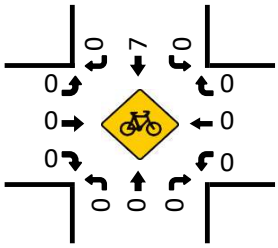
NORTHBOUND (Inglewood Ave)

	0	0	2	0		
PM	1099	0	9	812	19	PM
NOON	0	0	0	0	0	NOON
AM	602	0	7	476	0	AM

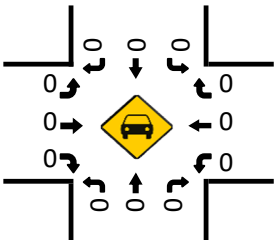
Totals (AM)



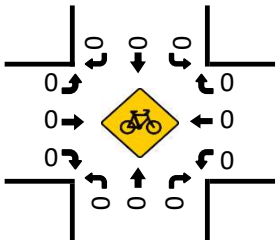
Total Bikes (AM)



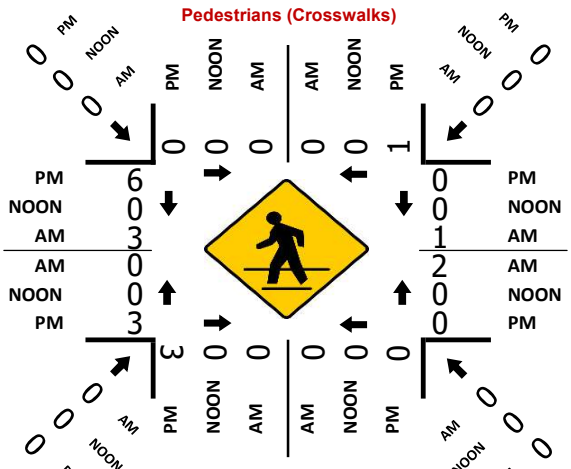
Totals (NOON)



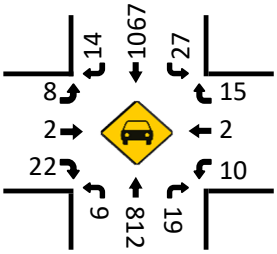
Total Bikes (NOON)



Pedestrians (Crosswalks)



Totals (PM)



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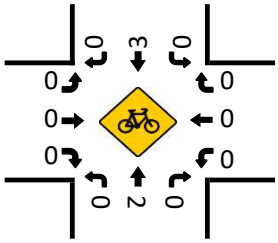


Prepared by National Data & Surveying Services

Inglewood Ave & 134th St

Peak Hour Turning Movement Count

ID: 24-020227-003
City: Hawthorne

Day: Tuesday
Date: 7/9/2024

PEAK HOURS

AM	08:00 AM - 09:00 AM
NOON	NONE
PM	04:30 PM - 05:30 PM

COUNT PERIODS

AM	7:00 AM - 09:00 AM
NOON	NONE
PM	4:00 PM - 06:00 PM

SOUTHBOUND (Inglewood Ave)

AM	7	584	15	0	483	AM
NOON	0	0	0	0	0	NOON
PM	14	1059	30	2	833	PM
	0	2	0	0		

EASTBOUND (134th St)

AM	NOON	PM	
10	0	24	
0	0	0	0
4	0	3	0
0	0	1	1
8	0	13	0

WESTBOUND (134th St)

PM	NOON	AM	
15	0	29	0
1	0	1	1
6	0	10	0
0	0	0	0
62	0	28	

CONTROL

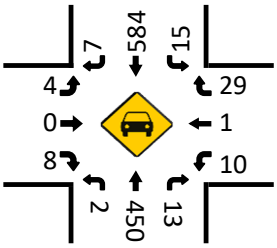
2-Way Stop(EB/WB)

	AM	NOON	PM
TEV	1123	0	1998
PHF	0.93		0.95

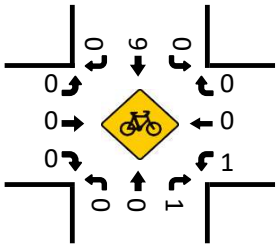
NORTHBOUND (Inglewood Ave)

PM	1079	1	9	813	31	PM
NOON	0	0	0	0	0	NOON
AM	602	0	2	450	13	AM
		0	0	2	0	

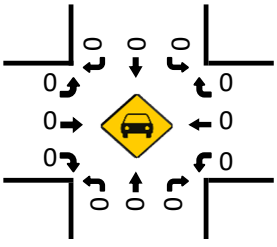
Totals (AM)



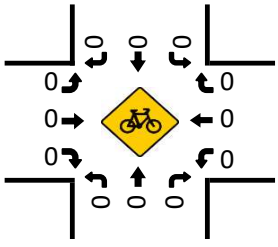
Total Bikes (AM)



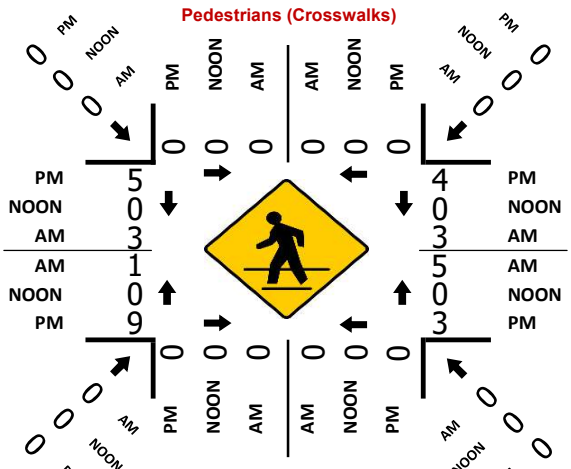
Totals (NOON)



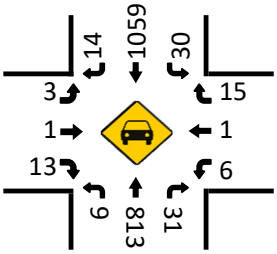
Total Bikes (NOON)



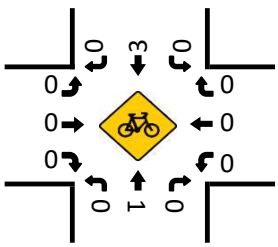
Pedestrians (Crosswalks)



Totals (PM)



Total Bikes (PM)



Prepared by National Data & Surveying Services

Inglewood Ave & 135th St E

Peak Hour Turning Movement Count

ID: 24-020227-004
City: Hawthorne

Day: Tuesday
Date: 7/9/2024

PEAK HOURS

AM: 08:00 AM - 09:00 AM
NOON: NONE
PM: 04:45 PM - 05:45 PM

COUNT PERIODS

AM: 7:00 AM - 09:00 AM
NOON: NONE
PM: 4:00 PM - 06:00 PM

CONTROL: Signalized

	AM	NOON	PM
TEV	1191	0	2126
PHF	0.93		0.96

SOUTHBOUND (Inglewood Ave)

	Left	Thru	Right	U-Turn	
AM	0	591	11	0	476
NOON	0	0	0	0	0
PM	0	1051	21	0	879

EASTBOUND (135th St E)

	Left	Thru	Right	U-Turn	
AM	0	0	0	0	0
NOON	0	0	0	0	0
PM	0	0	0	0	0

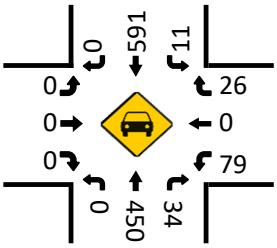
WESTBOUND (135th St E)

	Left	Thru	Right	U-Turn	
AM	26	0	0	0	0
NOON	0	0	0	0	0
PM	79	0	48	0	0

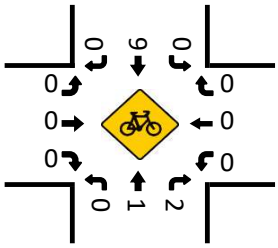
NORTHBOUND (Inglewood Ave)

	Left	Thru	Right	U-Turn	
AM	34	450	0	0	670
NOON	0	0	0	0	0
PM	127	856	0	0	1099

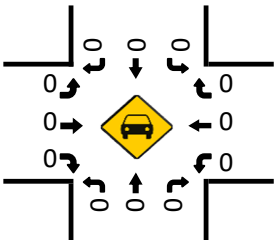
Totals (AM)



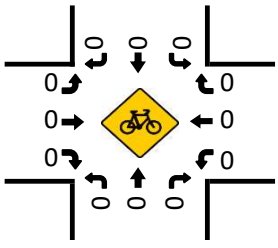
Total Bikes (AM)



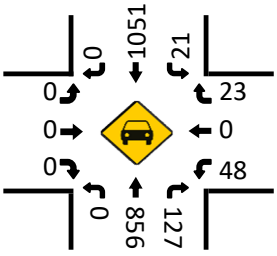
Totals (NOON)



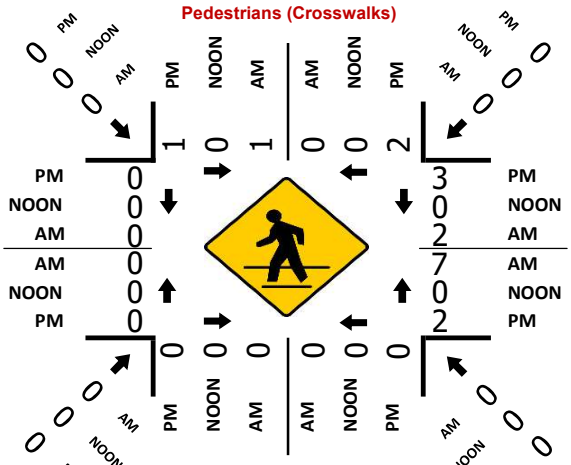
Total Bikes (NOON)



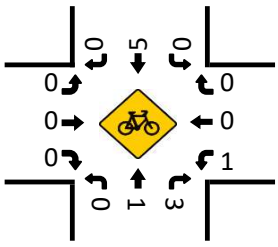
Totals (PM)



Pedestrians (Crosswalks)



Total Bikes (PM)



Prepared by National Data & Surveying Services

VOLUME

Inglewood Ave Bet 133rd St & 134th St

Day: Tuesday
Date: 7/9/2024

City: Hawthorne
Project #: CA24_020226_001

DAILY TOTALS	NB	SB	EB	WB	Total
	9,974	11,645	0	0	21,619

DAILY TOTALS

15-Minutes Interval

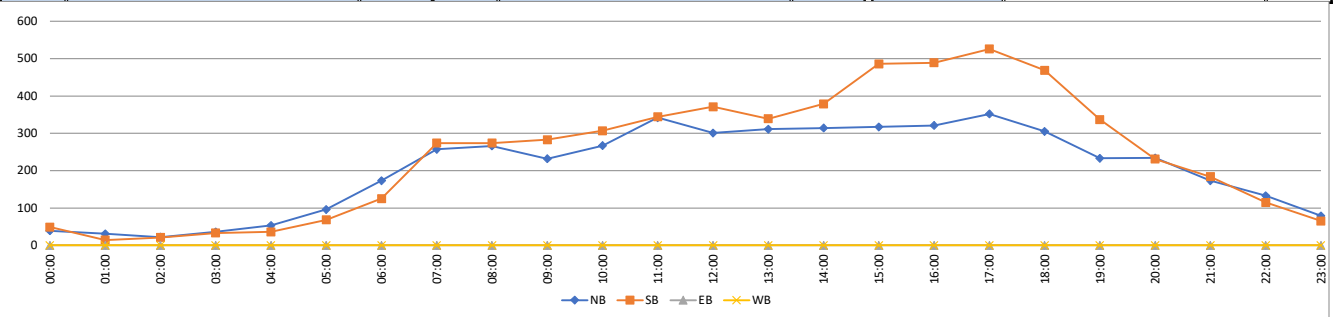
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	11	14			25	12:00	63	99			162
0:15	9	10			19	12:15	79	100			179
0:30	11	12			23	12:30	78	90			168
0:45	8	13			21	12:45	81	82			163
1:00	6	7			13	13:00	86	87			173
1:15	9	1			10	13:15	70	93			163
1:30	10	1			11	13:30	75	81			156
1:45	6	5			11	13:45	80	78			158
2:00	5	4			9	14:00	78	95			173
2:15	5	5			10	14:15	71	94			165
2:30	6	4			10	14:30	83	83			166
2:45	6	8			14	14:45	82	107			189
3:00	6	5			11	15:00	79	117			196
3:15	7	5			12	15:15	72	112			184
3:30	13	14			27	15:30	83	111			194
3:45	10	9			19	15:45	83	146			229
4:00	10	2			12	16:00	70	125			195
4:15	14	8			22	16:15	69	119			188
4:30	13	13			26	16:30	84	118			202
4:45	16	13			29	16:45	98	127			225
5:00	19	8			27	17:00	91	147			238
5:15	22	19			41	17:15	96	127			223
5:30	29	17			46	17:30	78	115			193
5:45	26	24			50	17:45	87	137			224
6:00	40	28			68	18:00	84	132			216
6:15	40	26			66	18:15	73	112			185
6:30	38	32			70	18:30	76	115			191
6:45	55	39			94	18:45	72	110			182
7:00	62	52			114	19:00	60	105			165
7:15	58	72			130	19:15	57	86			143
7:30	73	73			146	19:30	62	73			135
7:45	64	77			141	19:45	54	73			127
8:00	67	70			137	20:00	61	55			116
8:15	66	75			141	20:15	62	52			114
8:30	67	60			127	20:30	55	64			119
8:45	66	69			135	20:45	56	60			116
9:00	53	65			118	21:00	46	50			96
9:15	60	77			137	21:15	45	46			91
9:30	56	66			122	21:30	41	38			79
9:45	63	75			138	21:45	41	50			91
10:00	69	75			144	22:00	41	34			75
10:15	64	102			166	22:15	37	24			61
10:30	64	59			123	22:30	31	25			56
10:45	70	71			141	22:45	24	32			56
11:00	71	66			137	23:00	30	20			50
11:15	83	86			169	23:15	19	17			36
11:30	105	85			190	23:30	22	19			41
11:45	83	107			190	23:45	8	9			17
TOTALS	1814	1828	0	0	3642	TOTALS	3073	3991	0	0	7064
SPLIT %	50%	50%	0%	0%	34%	SPLIT %	44%	56%	0%	0%	66%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	39	49			88
01:00	02:00	31	14			45
02:00	03:00	22	21			43
03:00	04:00	36	33			69
04:00	05:00	53	36			89
05:00	06:00	96	68			164
06:00	07:00	173	125			298
07:00	08:00	257	274			531
08:00	09:00	266	274			540
09:00	10:00	232	283			515
10:00	11:00	267	307			574
11:00	12:00	342	344			686
12:00	13:00	301	371			672
13:00	14:00	311	339			650
14:00	15:00	314	379			693
15:00	16:00	317	486			803
16:00	17:00	321	489			810
17:00	18:00	352	526			878
18:00	19:00	305	469			774
19:00	20:00	233	337			570
20:00	21:00	234	231			465
21:00	22:00	173	184			357
22:00	23:00	133	115			248
23:00	00:00	79	65			144

STATISTICS

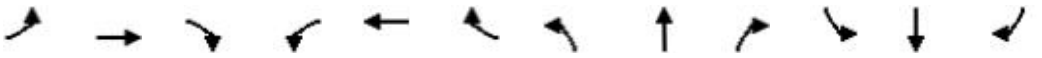
	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	1814	1828			3642
Peak Hour	11:00	11:00			11:00
Peak Volume	342	344			686
Peak Hour Factor	0.814	0.804			0.903
Peak Period	12:00	to	00:00		
Volume	3073	3991			7064
Peak Hour	16:30	17:00			16:30
Peak Volume	369	526			888
Peak Hour Factor	0.941	0.895			0.933
Peak Period	07:00	to	09:00		
Volume	523	548			1071
Peak Hour	7:30	7:30			7:30
Peak Volume	270	295			565
Peak Hour Factor	0.925	0.958			0.967
Peak Period	16:00	to	18:00		
Volume	673	1015			1688
Peak Hour	16:30	17:00			16:30
Peak Volume	369	526			888
Peak Hour Factor	0.941	0.895			0.933



Appendix C - LOS Worksheets

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

09/24/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	8	1	10	18	3	23	8	545	8	5	653	5
Future Volume (veh/h)	8	1	10	18	3	23	8	545	8	5	653	5
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	11	1	14	24	4	31	9	592	9	5	695	5
Peak Hour Factor	0.71	0.71	0.71	0.75	0.75	0.75	0.92	0.92	0.92	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	44	4	57	82	14	106	99	1164	535	94	1172	535
Arrive On Green	0.06	0.06	0.06	0.12	0.12	0.12	0.34	0.34	0.34	0.34	0.34	0.34
Sat Flow, veh/h	708	64	901	682	114	881	15	3449	1585	6	3473	1585
Grp Volume(v), veh/h	26	0	0	59	0	0	321	280	9	375	325	5
Grp Sat Flow(s),veh/h/ln	1673	0	0	1678	0	0	1847	1617	1585	1862	1617	1585
Q Serve(g_s), s	0.6	0.0	0.0	1.3	0.0	0.0	0.0	5.5	0.1	0.0	6.6	0.1
Cycle Q Clear(g_c), s	0.6	0.0	0.0	1.3	0.0	0.0	5.4	5.5	0.1	6.6	6.6	0.1
Prop In Lane	0.42		0.54	0.41		0.53	0.03		1.00	0.01		1.00
Lane Grp Cap(c), veh/h	105	0	0	202	0	0	717	545	535	720	545	535
V/C Ratio(X)	0.25	0.00	0.00	0.29	0.00	0.00	0.45	0.51	0.02	0.52	0.60	0.01
Avail Cap(c_a), veh/h	1013	0	0	931	0	0	2601	2243	2199	2651	2243	2199
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.7	0.0	0.0	15.9	0.0	0.0	10.5	10.5	8.8	10.9	10.9	8.7
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.8	0.0	0.0	0.4	0.7	0.0	0.6	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.0	0.5	0.0	0.0	1.7	1.5	0.0	2.1	1.9	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	18.9	0.0	0.0	16.7	0.0	0.0	10.9	11.3	8.8	11.5	11.9	8.7
LnGrp LOS	B			B			B	B	A	B	B	A
Approach Vol, veh/h		26			59			610			705	
Approach Delay, s/veh		18.9			16.7			11.1			11.7	
Approach LOS		B			B			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		20.4		10.8		20.4		8.5				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		7.5		3.3		8.6		2.6				
Green Ext Time (p_c), s		4.0		0.2		4.8		0.1				

Intersection Summary		
HCM 7th Control Delay, s/veh		11.7
HCM 7th LOS		B

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	17	10	569	662	9
Future Vol, veh/h	1	17	10	569	662	9
Conflicting Peds, #/hr	0	0	3	0	0	3
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	91	91	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	21	11	625	720	10

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1057	363	732	0	-	0
Stage 1	723	-	-	-	-	-
Stage 2	335	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	220	634	868	-	-	-
Stage 1	442	-	-	-	-	-
Stage 2	697	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	216	632	866	-	-	-
Mov Cap-2 Maneuver	216	-	-	-	-	-
Stage 1	434	-	-	-	-	-
Stage 2	695	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	11.57	0.29	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	62	-	571	-	-
HCM Lane V/C Ratio	0.013	-	0.039	-	-
HCM Control Delay (s/veh)	9.2	0.1	11.6	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	26	545	0	14	678
Future Vol, veh/h	10	26	545	0	14	678
Conflicting Peds, #/hr	0	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	73	73	91	91	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	36	599	0	15	737

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1001	302	0	0	602	0
Stage 1	602	-	-	-	-	-
Stage 2	399	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	239	694	-	-	972	-
Stage 1	510	-	-	-	-	-
Stage 2	647	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	234	692	-	-	969	-
Mov Cap-2 Maneuver	234	-	-	-	-	-
Stage 1	508	-	-	-	-	-
Stage 2	634	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.02	0	0.34
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	448	73	-
HCM Lane V/C Ratio	-	-	0.11	0.016	-
HCM Control Delay (s/veh)	-	-	14	8.8	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	5	9	3	548	668	8
Future Vol, veh/h	5	9	3	548	668	8
Conflicting Peds, #/hr	0	0	4	0	0	4
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	92	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	12	3	596	718	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1027	363	731	0	-	0
Stage 1	722	-	-	-	-	-
Stage 2	304	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	230	634	869	-	-	-
Stage 1	442	-	-	-	-	-
Stage 2	722	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	228	631	866	-	-	-
Mov Cap-2 Maneuver	228	-	-	-	-	-
Stage 1	438	-	-	-	-	-
Stage 2	719	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	14.79	0.09	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	20	-	386	-	-
HCM Lane V/C Ratio	0.004	-	0.048	-	-
HCM Control Delay (s/veh)	9.2	0	14.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	34	515	15	17	677
Future Vol, veh/h	11	34	515	15	17	677
Conflicting Peds, #/hr	0	0	0	8	8	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	77	77	92	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	44	560	16	18	728

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	968	288	0	0	584	0
Stage 1	568	-	-	-	-	-
Stage 2	401	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	251	709	-	-	987	-
Stage 1	531	-	-	-	-	-
Stage 2	645	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	244	703	-	-	979	-
Mov Cap-2 Maneuver	244	-	-	-	-	-
Stage 1	527	-	-	-	-	-
Stage 2	630	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	13.51	0	0.4
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	481	88	-
HCM Lane V/C Ratio	-	-	0.121	0.019	-
HCM Control Delay (s/veh)	-	-	13.5	8.7	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	90	30	515	39	13	676
Future Volume (veh/h)	90	30	515	39	13	676
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	150	50	548	41	14	735
Peak Hour Factor	0.60	0.60	0.94	0.94	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	173	58	2767	1234	57	2657
Arrive On Green	0.13	0.13	0.78	0.78	0.78	0.78
Sat Flow, veh/h	1290	430	3647	1585	33	3498
Grp Volume(v), veh/h	201	0	548	41	398	351
Grp Sat Flow(s),veh/h/ln	1728	0	1777	1585	1829	1617
Q Serve(g_s), s	13.7	0.0	4.8	0.7	0.0	7.4
Cycle Q Clear(g_c), s	13.7	0.0	4.8	0.7	7.2	7.4
Prop In Lane	0.75	0.25		1.00	0.04	
Lane Grp Cap(c), veh/h	231	0	2767	1234	1455	1259
V/C Ratio(X)	0.87	0.00	0.20	0.03	0.27	0.28
Avail Cap(c_a), veh/h	375	0	2767	1234	1455	1259
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.91	0.91	1.00	1.00
Uniform Delay (d), s/veh	50.9	0.0	3.5	3.0	3.7	3.8
Incr Delay (d2), s/veh	11.7	0.0	0.1	0.0	0.5	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.7	0.0	1.4	0.2	2.3	2.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	62.6	0.0	3.6	3.1	4.2	4.3
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	201		589			749
Approach Delay, s/veh	62.6		3.6			4.3
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	98.9			98.9	21.1
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	6.8			9.4	15.7
Green Ext Time (p_c), s	4.2			5.3	0.4

Intersection Summary	
HCM 7th Control Delay, s/veh	11.6
HCM 7th LOS	B



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	79	54	71	475	673	94
Future Volume (veh/h)	79	54	71	475	673	94
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	127	87	77	516	732	102
Peak Hour Factor	0.62	0.62	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	145	99	294	1954	2730	1218
Arrive On Green	0.14	0.14	0.77	0.77	1.00	1.00
Sat Flow, veh/h	1002	687	332	2629	3647	1585
Grp Volume(v), veh/h	215	0	268	325	732	102
Grp Sat Flow(s),veh/h/ln	1697	0	1259	1617	1777	1585
Q Serve(g_s), s	14.9	0.0	0.0	7.0	0.0	0.0
Cycle Q Clear(g_c), s	14.9	0.0	4.7	7.0	0.0	0.0
Prop In Lane	0.59	0.40	0.29			1.00
Lane Grp Cap(c), veh/h	245	0	1006	1242	2730	1218
V/C Ratio(X)	0.88	0.00	0.27	0.26	0.27	0.08
Avail Cap(c_a), veh/h	368	0	1006	1242	2730	1218
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.33	1.33
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.93	0.93
Uniform Delay (d), s/veh	50.3	0.0	3.8	4.0	0.0	0.0
Incr Delay (d2), s/veh	14.6	0.0	0.7	0.5	0.2	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.4	0.0	1.6	2.1	0.1	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	64.9	0.0	4.4	4.5	0.2	0.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	215			593	834	
Approach Delay, s/veh	64.9			4.5	0.2	
Approach LOS	E			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	97.7		22.3		97.7
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	9.0		16.9		2.0
Green Ext Time (p_c), s	4.6		0.4		6.3

Intersection Summary	
HCM 7th Control Delay, s/veh	10.2
HCM 7th LOS	B

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

09/24/2024

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	16	3	23	29	2	21	9	898	38	24	1208	13
Future Volume (veh/h)	16	3	23	29	2	21	9	898	38	24	1208	13
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	22	4	32	45	3	32	10	955	40	27	1373	15
Peak Hour Factor	0.73	0.73	0.73	0.65	0.65	0.65	0.94	0.94	0.94	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	61	11	88	107	7	76	57	1808	833	68	1780	833
Arrive On Green	0.10	0.10	0.10	0.11	0.11	0.11	0.53	0.53	0.53	0.53	0.53	0.53
Sat Flow, veh/h	634	115	923	956	64	680	10	3439	1585	30	3387	1585
Grp Volume(v), veh/h	58	0	0	80	0	0	513	452	40	741	659	15
Grp Sat Flow(s),veh/h/ln	1673	0	0	1700	0	0	1832	1617	1585	1800	1617	1585
Q Serve(g_s), s	2.3	0.0	0.0	3.1	0.0	0.0	0.0	13.1	0.9	3.2	23.2	0.3
Cycle Q Clear(g_c), s	2.3	0.0	0.0	3.1	0.0	0.0	12.8	13.1	0.9	22.6	23.2	0.3
Prop In Lane	0.38		0.55	0.56		0.40	0.02		1.00	0.04		1.00
Lane Grp Cap(c), veh/h	160	0	0	190	0	0	1015	850	833	999	850	833
V/C Ratio(X)	0.36	0.00	0.00	0.42	0.00	0.00	0.51	0.53	0.05	0.74	0.78	0.02
Avail Cap(c_a), veh/h	564	0	0	525	0	0	1445	1249	1225	1425	1249	1225
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	30.1	0.0	0.0	29.5	0.0	0.0	11.0	11.1	8.2	13.3	13.5	8.1
Incr Delay (d2), s/veh	1.4	0.0	0.0	1.5	0.0	0.0	0.4	0.5	0.0	1.3	1.9	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	0.0	0.0	1.3	0.0	0.0	4.5	4.1	0.3	8.0	7.4	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	31.5	0.0	0.0	31.0	0.0	0.0	11.4	11.6	8.2	14.5	15.4	8.1
LnGrp LOS	C			C			B	B	A	B	B	A
Approach Vol, veh/h		58			80			1005			1415	
Approach Delay, s/veh		31.5			31.0			11.4			14.9	
Approach LOS		C			C			B			B	

Timer - Assigned Phs	2	4	6	8
Phs Duration (G+Y+Rc), s	44.4	13.9	44.4	12.8
Change Period (Y+Rc), s	7.0	6.0	7.0	6.0
Max Green Setting (Gmax), s	55.0	22.0	55.0	24.0
Max Q Clear Time (g_c+I1), s	15.1	5.1	25.2	4.3
Green Ext Time (p_c), s	7.6	0.3	12.2	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	14.4
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	9	27	12	946	1221	16
Future Vol, veh/h	9	27	12	946	1221	16
Conflicting Peds, #/hr	0	0	9	0	0	9
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	96	96	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	34	13	985	1388	18

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1914	703	1415	0	-	0
Stage 1	1397	-	-	-	-	-
Stage 2	518	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	60	380	478	-	-	-
Stage 1	195	-	-	-	-	-
Stage 2	563	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	56	377	474	-	-	-
Mov Cap-2 Maneuver	56	-	-	-	-	-
Stage 1	186	-	-	-	-	-
Stage 2	558	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	37.25	0.61	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	45	-	156	-	-
HCM Lane V/C Ratio	0.026	-	0.289	-	-
HCM Control Delay (s/veh)	12.8	0.5	37.2	-	-
HCM Lane LOS	B	A	E	-	-
HCM 95th %tile Q(veh)	0.1	-	1.1	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	19	929	22	33	1246
Future Vol, veh/h	11	19	929	22	33	1246
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	96	96	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	25	968	23	38	1416

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1751	484	0	0	991	0
Stage 1	968	-	-	-	-	-
Stage 2	783	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	77	529	-	-	694	-
Stage 1	329	-	-	-	-	-
Stage 2	411	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	70	529	-	-	694	-
Mov Cap-2 Maneuver	70	-	-	-	-	-
Stage 1	329	-	-	-	-	-
Stage 2	374	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	36.06	0	1.14
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	155	93	-
HCM Lane V/C Ratio	-	-	0.258	0.054	-
HCM Control Delay (s/veh)	-	-	36.1	10.5	0.9
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	1	0.2	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	16	12	947	1212	16
Future Vol, veh/h	3	16	12	947	1212	16
Conflicting Peds, #/hr	0	0	14	0	0	14
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	71	71	95	95	89	89
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	23	13	997	1362	18

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1899	695	1394	0	-	0
Stage 1	1376	-	-	-	-	-
Stage 2	524	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	61	385	487	-	-	-
Stage 1	200	-	-	-	-	-
Stage 2	559	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	57	380	480	-	-	-
Mov Cap-2 Maneuver	57	-	-	-	-	-
Stage 1	190	-	-	-	-	-
Stage 2	551	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	25.67	0.6	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	45	-	201	-	-
HCM Lane V/C Ratio	0.026	-	0.133	-	-
HCM Control Delay (s/veh)	12.7	0.5	25.7	-	-
HCM Lane LOS	B	A	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-

Intersection	
Int Delay, s/veh	1.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	7	18	930	35	38	1227
Future Vol, veh/h	7	18	930	35	38	1227
Conflicting Peds, #/hr	0	0	0	7	7	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	50	50	95	95	89	89
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	36	979	37	43	1379

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1761	496	0	0	1023	0
Stage 1	986	-	-	-	-	-
Stage 2	775	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	76	519	-	-	674	-
Stage 1	322	-	-	-	-	-
Stage 2	415	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	67	516	-	-	670	-
Mov Cap-2 Maneuver	67	-	-	-	-	-
Stage 1	320	-	-	-	-	-
Stage 2	372	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	32.52	0	1.34
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	180	108	-
HCM Lane V/C Ratio	-	-	0.278	0.064	-
HCM Control Delay (s/veh)	-	-	32.5	10.7	1
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	1.1	0.2	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	55	26	979	145	24	1202
Future Volume (veh/h)	55	26	979	145	24	1202
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	71	34	1009	149	26	1307
Peak Hour Factor	0.77	0.77	0.97	0.97	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	89	42	2969	1324	61	2798
Arrive On Green	0.08	0.08	1.00	1.00	0.84	0.84
Sat Flow, veh/h	1148	550	3647	1585	36	3434
Grp Volume(v), veh/h	106	0	1009	149	699	634
Grp Sat Flow(s),veh/h/ln	1714	0	1777	1585	1768	1617
Q Serve(g_s), s	7.3	0.0	0.0	0.0	0.0	12.7
Cycle Q Clear(g_c), s	7.3	0.0	0.0	0.0	11.8	12.7
Prop In Lane	0.67	0.32		1.00	0.04	
Lane Grp Cap(c), veh/h	132	0	2969	1324	1508	1351
V/C Ratio(X)	0.80	0.00	0.34	0.11	0.46	0.47
Avail Cap(c_a), veh/h	371	0	2969	1324	1508	1351
HCM Platoon Ratio	1.00	1.00	1.33	1.33	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.70	0.70	1.00	1.00
Uniform Delay (d), s/veh	54.5	0.0	0.0	0.0	2.6	2.7
Incr Delay (d2), s/veh	10.7	0.0	0.2	0.1	1.0	1.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.6	0.0	0.1	0.0	3.1	2.9
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	65.1	0.0	0.2	0.1	3.6	3.8
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	106		1158			1333
Approach Delay, s/veh	65.1		0.2			3.7
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	105.7			105.7	14.3
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	2.0			14.7	9.3
Green Ext Time (p_c), s	10.0			13.6	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	4.7
HCM 7th LOS	A



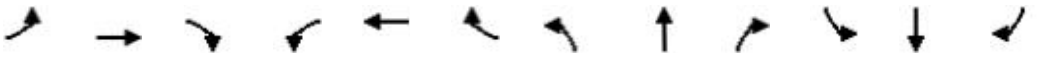
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	231	156	24	867	1231	53
Future Volume (veh/h)	231	156	24	867	1231	53
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	262	177	26	942	1368	59
Peak Hour Factor	0.88	0.88	0.92	0.92	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	219	148	67	2252	2473	1103
Arrive On Green	0.22	0.22	0.70	0.70	1.00	1.00
Sat Flow, veh/h	1010	683	50	3322	3647	1585
Grp Volume(v), veh/h	440	0	492	476	1368	59
Grp Sat Flow(s),veh/h/ln	1697	0	1670	1617	1777	1585
Q Serve(g_s), s	26.0	0.0	0.0	15.2	0.0	0.0
Cycle Q Clear(g_c), s	26.0	0.0	13.0	15.2	0.0	0.0
Prop In Lane	0.60	0.40	0.05			1.00
Lane Grp Cap(c), veh/h	368	0	1194	1125	2473	1103
V/C Ratio(X)	1.20	0.00	0.41	0.42	0.55	0.05
Avail Cap(c_a), veh/h	368	0	1194	1125	2473	1103
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.85	0.85
Uniform Delay (d), s/veh	47.0	0.0	7.5	7.9	0.0	0.0
Incr Delay (d2), s/veh	112.0	0.0	1.1	1.2	0.8	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	22.4	0.0	5.0	5.1	0.3	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	159.0	0.0	8.6	9.0	0.8	0.1
LnGrp LOS	F		A	A	A	A
Approach Vol, veh/h	440			968	1427	
Approach Delay, s/veh	159.0			8.8	0.7	
Approach LOS	F			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	89.0		31.0		89.0
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	17.2		28.0		2.0
Green Ext Time (p_c), s	8.2		0.0		16.0

Intersection Summary		
HCM 7th Control Delay, s/veh	28.1	
HCM 7th LOS	C	

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

08/16/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	2	12	19	7	24	9	573	9	6	683	9
Future Volume (veh/h)	10	2	12	19	7	24	9	573	9	6	683	9
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	11	2	13	21	8	26	10	623	10	7	742	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	45	8	53	74	28	91	97	1223	563	93	1231	563
Arrive On Green	0.06	0.06	0.06	0.11	0.11	0.11	0.36	0.36	0.36	0.36	0.36	0.36
Sat Flow, veh/h	712	129	842	647	246	801	16	3445	1585	9	3467	1585
Grp Volume(v), veh/h	26	0	0	55	0	0	338	295	10	401	348	10
Grp Sat Flow(s),veh/h/ln	1683	0	0	1694	0	0	1844	1617	1585	1859	1617	1585
Q Serve(g_s), s	0.6	0.0	0.0	1.2	0.0	0.0	0.0	5.8	0.2	0.0	7.2	0.2
Cycle Q Clear(g_c), s	0.6	0.0	0.0	1.2	0.0	0.0	5.8	5.8	0.2	7.1	7.2	0.2
Prop In Lane	0.42		0.50	0.38		0.47	0.03		1.00	0.02		1.00
Lane Grp Cap(c), veh/h	105	0	0	193	0	0	746	574	563	750	574	563
V/C Ratio(X)	0.25	0.00	0.00	0.29	0.00	0.00	0.45	0.51	0.02	0.53	0.61	0.02
Avail Cap(c_a), veh/h	996	0	0	919	0	0	2532	2193	2149	2579	2193	2149
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.1	0.0	0.0	16.5	0.0	0.0	10.3	10.3	8.5	10.7	10.7	8.5
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.8	0.0	0.0	0.4	0.7	0.0	0.6	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.0	0.5	0.0	0.0	1.8	1.6	0.0	2.2	2.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.3	0.0	0.0	17.3	0.0	0.0	10.7	11.0	8.5	11.3	11.8	8.5
LnGrp LOS	B			B			B	B	A	B	B	A
Approach Vol, veh/h		26			55			643			759	
Approach Delay, s/veh		19.3			17.3			10.8			11.5	
Approach LOS		B			B			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		21.4		10.6		21.4		8.5				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		7.8		3.2		9.2		2.6				
Green Ext Time (p_c), s		4.3		0.2		5.2		0.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			11.6									
HCM 7th LOS			B									

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	19	11	597	692	11
Future Vol, veh/h	3	19	11	597	692	11
Conflicting Peds, #/hr	0	0	3	0	0	3
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	21	12	649	752	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1104	379	767	0	-	0
Stage 1	755	-	-	-	-	-
Stage 2	348	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	205	619	842	-	-	-
Stage 1	425	-	-	-	-	-
Stage 2	686	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	201	617	840	-	-	-
Mov Cap-2 Maneuver	201	-	-	-	-	-
Stage 1	416	-	-	-	-	-
Stage 2	684	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	12.88	0.32	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	65	-	481	-	-
HCM Lane V/C Ratio	0.014	-	0.05	-	-
HCM Control Delay (s/veh)	9.3	0.2	12.9	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	31	573	0	15	709
Future Vol, veh/h	11	31	573	0	15	709
Conflicting Peds, #/hr	0	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	34	623	0	16	771

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1044	314	0	0	626	0
Stage 1	626	-	-	-	-	-
Stage 2	418	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	225	681	-	-	952	-
Stage 1	495	-	-	-	-	-
Stage 2	632	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	219	679	-	-	949	-
Mov Cap-2 Maneuver	219	-	-	-	-	-
Stage 1	494	-	-	-	-	-
Stage 2	619	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.17	0	0.37
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	438	75	-
HCM Lane V/C Ratio	-	-	0.104	0.017	-
HCM Control Delay (s/veh)	-	-	14.2	8.9	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0.1	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	11	4	576	698	12
Future Vol, veh/h	7	11	4	576	698	12
Conflicting Peds, #/hr	0	0	4	0	0	4
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	12	4	626	759	13

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1084	383	776	0	-	0
Stage 1	763	-	-	-	-	-
Stage 2	322	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	211	615	836	-	-	-
Stage 1	421	-	-	-	-	-
Stage 2	707	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	208	612	833	-	-	-
Mov Cap-2 Maneuver	208	-	-	-	-	-
Stage 1	417	-	-	-	-	-
Stage 2	705	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	15.92	0.12	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	25	-	349	-	-
HCM Lane V/C Ratio	0.005	-	0.056	-	-
HCM Control Delay (s/veh)	9.3	0.1	15.9	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	35	542	16	18	708
Future Vol, veh/h	12	35	542	16	18	708
Conflicting Peds, #/hr	0	0	0	8	8	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	38	589	17	20	770

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1021	303	0	0	615	0
Stage 1	597	-	-	-	-	-
Stage 2	424	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	232	693	-	-	961	-
Stage 1	513	-	-	-	-	-
Stage 2	628	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	225	688	-	-	954	-
Mov Cap-2 Maneuver	225	-	-	-	-	-
Stage 1	509	-	-	-	-	-
Stage 2	612	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.01	0	0.43
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	451	89	-
HCM Lane V/C Ratio	-	-	0.113	0.021	-
HCM Control Delay (s/veh)	-	-	14	8.9	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	92	31	543	40	14	708
Future Volume (veh/h)	92	31	543	40	14	708
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	100	34	590	43	15	770
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	121	41	2906	1296	60	2784
Arrive On Green	0.09	0.09	0.82	0.82	0.82	0.82
Sat Flow, veh/h	1280	435	3647	1585	35	3490
Grp Volume(v), veh/h	135	0	590	43	416	369
Grp Sat Flow(s),veh/h/ln	1728	0	1777	1585	1823	1617
Q Serve(g_s), s	9.2	0.0	4.4	0.6	0.0	6.5
Cycle Q Clear(g_c), s	9.2	0.0	4.4	0.6	6.3	6.5
Prop In Lane	0.74	0.25		1.00	0.04	
Lane Grp Cap(c), veh/h	164	0	2906	1296	1522	1322
V/C Ratio(X)	0.82	0.00	0.20	0.03	0.27	0.28
Avail Cap(c_a), veh/h	374	0	2906	1296	1522	1322
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.94	0.94	1.00	1.00
Uniform Delay (d), s/veh	53.3	0.0	2.4	2.0	2.6	2.6
Incr Delay (d2), s/veh	9.9	0.0	0.1	0.0	0.4	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.5	0.0	1.1	0.1	1.8	1.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	63.2	0.0	2.5	2.1	3.0	3.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	135		633			785
Approach Delay, s/veh	63.2		2.5			3.1
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	103.6			103.6	16.4
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	6.4			8.5	11.2
Green Ext Time (p_c), s	4.6			5.6	0.3

Intersection Summary	
HCM 7th Control Delay, s/veh	8.1
HCM 7th LOS	A



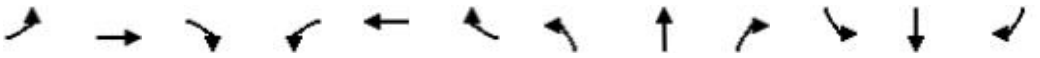
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	82	57	73	502	704	100
Future Volume (veh/h)	82	57	73	502	704	100
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	89	62	79	546	765	109
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	106	74	299	2043	2863	1277
Arrive On Green	0.11	0.11	0.81	0.81	1.00	1.00
Sat Flow, veh/h	993	692	323	2620	3647	1585
Grp Volume(v), veh/h	152	0	280	345	765	109
Grp Sat Flow(s),veh/h/ln	1696	0	1241	1617	1777	1585
Q Serve(g_s), s	10.6	0.0	0.0	6.3	0.0	0.0
Cycle Q Clear(g_c), s	10.6	0.0	4.1	6.3	0.0	0.0
Prop In Lane	0.59	0.41	0.28			1.00
Lane Grp Cap(c), veh/h	181	0	1038	1303	2863	1277
V/C Ratio(X)	0.84	0.00	0.27	0.27	0.27	0.09
Avail Cap(c_a), veh/h	368	0	1038	1303	2863	1277
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.33	1.33
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.95	0.95
Uniform Delay (d), s/veh	52.6	0.0	2.7	2.9	0.0	0.0
Incr Delay (d2), s/veh	9.9	0.0	0.6	0.5	0.2	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.0	0.0	1.3	1.7	0.1	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	62.5	0.0	3.3	3.4	0.2	0.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	152			625	874	
Approach Delay, s/veh	62.5			3.3	0.2	
Approach LOS	E			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	102.2		17.8		102.2
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	8.3		12.6		2.0
Green Ext Time (p_c), s	4.9		0.3		6.7

Intersection Summary		
HCM 7th Control Delay, s/veh	7.1	
HCM 7th LOS	A	

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

08/16/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	19	4	26	30	7	22	10	939	39	25	1256	18
Future Volume (veh/h)	19	4	26	30	7	22	10	939	39	25	1256	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	21	4	28	33	8	24	11	1021	42	27	1365	20
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	61	12	82	90	22	65	59	1818	839	70	1789	839
Arrive On Green	0.09	0.09	0.09	0.10	0.10	0.10	0.53	0.53	0.53	0.53	0.53	0.53
Sat Flow, veh/h	665	127	886	870	211	633	11	3436	1585	30	3382	1585
Grp Volume(v), veh/h	53	0	0	65	0	0	548	484	42	736	656	20
Grp Sat Flow(s),veh/h/ln	1678	0	0	1713	0	0	1830	1617	1585	1795	1617	1585
Q Serve(g_s), s	2.0	0.0	0.0	2.4	0.0	0.0	0.0	13.9	0.9	2.3	22.2	0.4
Cycle Q Clear(g_c), s	2.0	0.0	0.0	2.4	0.0	0.0	13.5	13.9	0.9	21.4	22.2	0.4
Prop In Lane	0.40		0.53	0.51		0.37	0.02		1.00	0.04		1.00
Lane Grp Cap(c), veh/h	155	0	0	177	0	0	1021	855	839	1003	855	839
V/C Ratio(X)	0.34	0.00	0.00	0.37	0.00	0.00	0.54	0.57	0.05	0.73	0.77	0.02
Avail Cap(c_a), veh/h	583	0	0	546	0	0	1487	1289	1263	1462	1289	1263
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	29.3	0.0	0.0	28.8	0.0	0.0	10.8	10.9	7.9	12.6	12.9	7.8
Incr Delay (d2), s/veh	1.3	0.0	0.0	1.3	0.0	0.0	0.4	0.6	0.0	1.1	1.6	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.0	0.0	1.0	0.0	0.0	4.7	4.2	0.3	7.5	6.9	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	30.6	0.0	0.0	30.1	0.0	0.0	11.3	11.5	7.9	13.7	14.5	7.8
LnGrp LOS	C			C			B	B	A	B	B	A
Approach Vol, veh/h		53			65			1074			1412	
Approach Delay, s/veh		30.6			30.1			11.2			14.0	
Approach LOS		C			C			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		43.5		13.1		43.5		12.4				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		15.9		4.4		24.2		4.0				
Green Ext Time (p_c), s		8.4		0.2		12.3		0.2				

Intersection Summary												
HCM 7th Control Delay, s/veh			13.6									
HCM 7th LOS			B									

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	30	13	989	1270	19
Future Vol, veh/h	12	30	13	989	1270	19
Conflicting Peds, #/hr	0	0	9	0	0	9
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	33	14	1075	1380	21

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1955	699	1410	0	-	0
Stage 1	1389	-	-	-	-	-
Stage 2	566	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	56	382	480	-	-	-
Stage 1	196	-	-	-	-	-
Stage 2	532	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	53	379	476	-	-	-
Mov Cap-2 Maneuver	53	-	-	-	-	-
Stage 1	186	-	-	-	-	-
Stage 2	527	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	44.01	0.69	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	47	-	137	-	-
HCM Lane V/C Ratio	0.03	-	0.334	-	-
HCM Control Delay (s/veh)	12.8	0.5	44	-	-
HCM Lane LOS	B	A	E	-	-
HCM 95th %tile Q(veh)	0.1	-	1.3	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	25	971	23	34	1295
Future Vol, veh/h	12	25	971	23	34	1295
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	27	1055	25	37	1408

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1833	528	0	0	1080	0
Stage 1	1055	-	-	-	-	-
Stage 2	778	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	68	495	-	-	641	-
Stage 1	296	-	-	-	-	-
Stage 2	414	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	61	495	-	-	641	-
Mov Cap-2 Maneuver	61	-	-	-	-	-
Stage 1	296	-	-	-	-	-
Stage 2	374	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	37.57	0	1.24
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	150	92	-
HCM Lane V/C Ratio	-	-	0.268	0.058	-
HCM Control Delay (s/veh)	-	-	37.6	11	1
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	1	0.2	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	19	13	990	1260	21
Future Vol, veh/h	6	19	13	990	1260	21
Conflicting Peds, #/hr	0	0	14	0	0	14
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	21	14	1076	1370	23

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1950	699	1406	0	-	0
Stage 1	1384	-	-	-	-	-
Stage 2	566	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	56	382	481	-	-	-
Stage 1	198	-	-	-	-	-
Stage 2	531	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	53	377	475	-	-	-
Mov Cap-2 Maneuver	53	-	-	-	-	-
Stage 1	187	-	-	-	-	-
Stage 2	524	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	33.79	0.69	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	47	-	152	-	-
HCM Lane V/C Ratio	0.03	-	0.179	-	-
HCM Control Delay (s/veh)	12.8	0.5	33.8	-	-
HCM Lane LOS	B	A	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.6	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	8	19	972	36	39	1276
Future Vol, veh/h	8	19	972	36	39	1276
Conflicting Peds, #/hr	0	0	0	7	7	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	21	1057	39	42	1387

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1842	535	0	0	1103	0
Stage 1	1064	-	-	-	-	-
Stage 2	778	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	67	490	-	-	629	-
Stage 1	293	-	-	-	-	-
Stage 2	413	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	59	486	-	-	625	-
Mov Cap-2 Maneuver	59	-	-	-	-	-
Stage 1	291	-	-	-	-	-
Stage 2	368	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	33.71	0	1.46
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	154	107	-
HCM Lane V/C Ratio	-	-	0.19	0.068	-
HCM Control Delay (s/veh)	-	-	33.7	11.2	1.2
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.7	0.2	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	57	27	1024	149	25	1252
Future Volume (veh/h)	57	27	1024	149	25	1252
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	62	29	1113	162	27	1361
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	78	37	3002	1339	61	2815
Arrive On Green	0.07	0.07	1.00	1.00	0.84	0.84
Sat Flow, veh/h	1156	541	3647	1585	36	3418
Grp Volume(v), veh/h	92	0	1113	162	726	662
Grp Sat Flow(s),veh/h/ln	1715	0	1777	1585	1752	1617
Q Serve(g_s), s	6.3	0.0	0.0	0.0	0.0	12.9
Cycle Q Clear(g_c), s	6.3	0.0	0.0	0.0	11.8	12.9
Prop In Lane	0.67	0.32		1.00	0.04	
Lane Grp Cap(c), veh/h	116	0	3002	1339	1511	1366
V/C Ratio(X)	0.79	0.00	0.37	0.12	0.48	0.48
Avail Cap(c_a), veh/h	372	0	3002	1339	1511	1366
HCM Platoon Ratio	1.00	1.00	1.33	1.33	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.69	0.69	1.00	1.00
Uniform Delay (d), s/veh	55.1	0.0	0.0	0.0	2.4	2.5
Incr Delay (d2), s/veh	11.3	0.0	0.2	0.1	1.1	1.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.1	0.0	0.1	0.0	2.9	2.8
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	66.4	0.0	0.2	0.1	3.5	3.7
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	92		1275			1388
Approach Delay, s/veh	66.4		0.2			3.6
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	106.9			106.9	13.1
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	2.0			14.9	8.3
Green Ext Time (p_c), s	11.8			14.8	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	4.1
HCM 7th LOS	A



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	239	162	25	910	1282	59
Future Volume (veh/h)	239	162	25	910	1282	59
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	260	176	27	989	1393	64
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	219	148	66	2251	2473	1103
Arrive On Green	0.22	0.22	0.70	0.70	1.00	1.00
Sat Flow, veh/h	1010	683	49	3320	3647	1585
Grp Volume(v), veh/h	437	0	516	500	1393	64
Grp Sat Flow(s),veh/h/ln	1697	0	1667	1617	1777	1585
Q Serve(g_s), s	26.0	0.0	0.0	16.3	0.0	0.0
Cycle Q Clear(g_c), s	26.0	0.0	13.9	16.3	0.0	0.0
Prop In Lane	0.59	0.40	0.05			1.00
Lane Grp Cap(c), veh/h	368	0	1192	1125	2473	1103
V/C Ratio(X)	1.19	0.00	0.43	0.44	0.56	0.06
Avail Cap(c_a), veh/h	368	0	1192	1125	2473	1103
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.83	0.83
Uniform Delay (d), s/veh	47.0	0.0	7.7	8.0	0.0	0.0
Incr Delay (d2), s/veh	108.9	0.0	1.1	1.3	0.8	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	22.1	0.0	5.4	5.5	0.3	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	155.9	0.0	8.8	9.3	0.8	0.1
LnGrp LOS	F		A	A	A	A
Approach Vol, veh/h	437			1016	1457	
Approach Delay, s/veh	155.9			9.1	0.7	
Approach LOS	F			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	89.0		31.0		89.0
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	18.3		28.0		2.0
Green Ext Time (p_c), s	8.8		0.0		16.6

Intersection Summary	
HCM 7th Control Delay, s/veh	27.0
HCM 7th LOS	C

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

09/24/2024

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	8	1	10	18	3	23	8	566	8	5	677	5
Future Volume (veh/h)	8	1	10	18	3	23	8	566	8	5	677	5
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	11	1	14	24	4	31	9	615	9	5	720	5
Peak Hour Factor	0.71	0.71	0.71	0.75	0.75	0.75	0.92	0.92	0.92	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	44	4	56	82	14	106	97	1192	548	93	1200	548
Arrive On Green	0.06	0.06	0.06	0.12	0.12	0.12	0.35	0.35	0.35	0.35	0.35	0.35
Sat Flow, veh/h	708	64	901	682	114	881	15	3450	1585	6	3474	1585
Grp Volume(v), veh/h	26	0	0	59	0	0	334	290	9	388	337	5
Grp Sat Flow(s),veh/h/ln	1673	0	0	1678	0	0	1848	1617	1585	1862	1617	1585
Q Serve(g_s), s	0.6	0.0	0.0	1.3	0.0	0.0	0.0	5.8	0.2	0.0	6.9	0.1
Cycle Q Clear(g_c), s	0.6	0.0	0.0	1.3	0.0	0.0	5.7	5.8	0.2	6.9	6.9	0.1
Prop In Lane	0.42		0.54	0.41		0.53	0.03		1.00	0.01		1.00
Lane Grp Cap(c), veh/h	105	0	0	201	0	0	730	559	548	734	559	548
V/C Ratio(X)	0.25	0.00	0.00	0.29	0.00	0.00	0.46	0.52	0.02	0.53	0.60	0.01
Avail Cap(c_a), veh/h	997	0	0	917	0	0	2561	2209	2165	2610	2209	2165
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.0	0.0	0.0	16.2	0.0	0.0	10.5	10.5	8.7	10.9	10.9	8.7
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.8	0.0	0.0	0.4	0.8	0.0	0.6	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.0	0.5	0.0	0.0	1.8	1.6	0.0	2.2	1.9	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.2	0.0	0.0	17.0	0.0	0.0	10.9	11.3	8.7	11.5	11.9	8.7
LnGrp LOS	B			B			B	B	A	B	B	A
Approach Vol, veh/h		26			59			633			730	
Approach Delay, s/veh		19.2			17.0			11.1			11.7	
Approach LOS		B			B			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		20.9		10.8		20.9		8.5				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		7.8		3.3		8.9		2.6				
Green Ext Time (p_c), s		4.2		0.2		5.0		0.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			11.8									
HCM 7th LOS			B									

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	17	10	590	686	9
Future Vol, veh/h	1	17	10	590	686	9
Conflicting Peds, #/hr	0	0	3	0	0	3
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	91	91	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	21	11	648	746	10

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1095	376	758	0	-	0
Stage 1	749	-	-	-	-	-
Stage 2	346	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	208	622	849	-	-	-
Stage 1	428	-	-	-	-	-
Stage 2	688	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	204	620	846	-	-	-
Mov Cap-2 Maneuver	204	-	-	-	-	-
Stage 1	420	-	-	-	-	-
Stage 2	686	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	11.74	0.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	60	-	557	-	-
HCM Lane V/C Ratio	0.013	-	0.04	-	-
HCM Control Delay (s/veh)	9.3	0.1	11.7	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	30	561	0	29	687
Future Vol, veh/h	10	30	561	0	29	687
Conflicting Peds, #/hr	0	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	73	73	91	91	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	41	616	0	32	747

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1056	311	0	0	619	0
Stage 1	619	-	-	-	-	-
Stage 2	436	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	221	685	-	-	957	-
Stage 1	499	-	-	-	-	-
Stage 2	619	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	211	683	-	-	954	-
Mov Cap-2 Maneuver	211	-	-	-	-	-
Stage 1	498	-	-	-	-	-
Stage 2	593	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.4	0	0.69
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	438	146	-
HCM Lane V/C Ratio	-	-	0.125	0.033	-
HCM Control Delay (s/veh)	-	-	14.4	8.9	0.3
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	5	9	3	564	677	8
Future Vol, veh/h	5	9	3	564	677	8
Conflicting Peds, #/hr	0	0	4	0	0	4
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	92	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	12	3	613	728	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1045	368	741	0	-	0
Stage 1	732	-	-	-	-	-
Stage 2	313	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	224	629	862	-	-	-
Stage 1	437	-	-	-	-	-
Stage 2	714	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	221	627	859	-	-	-
Mov Cap-2 Maneuver	221	-	-	-	-	-
Stage 1	433	-	-	-	-	-
Stage 2	712	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	14.99	0.09	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	19	-	379	-	-
HCM Lane V/C Ratio	0.004	-	0.049	-	-
HCM Control Delay (s/veh)	9.2	0	15	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	13	34	524	21	17	691
Future Vol, veh/h	13	34	524	21	17	691
Conflicting Peds, #/hr	0	0	0	8	8	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	77	77	92	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	44	570	23	18	743

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	986	293	0	0	600	0
Stage 1	578	-	-	-	-	-
Stage 2	408	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	245	704	-	-	973	-
Stage 1	524	-	-	-	-	-
Stage 2	640	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	237	698	-	-	965	-
Mov Cap-2 Maneuver	237	-	-	-	-	-
Stage 1	520	-	-	-	-	-
Stage 2	625	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.15	0	0.41
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	454	86	-
HCM Lane V/C Ratio	-	-	0.134	0.019	-
HCM Control Delay (s/veh)	-	-	14.2	8.8	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.5	0.1	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	90	30	530	39	13	692
Future Volume (veh/h)	90	30	530	39	13	692
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	150	50	564	41	14	752
Peak Hour Factor	0.60	0.60	0.94	0.94	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	173	58	2767	1234	56	2658
Arrive On Green	0.13	0.13	0.78	0.78	0.78	0.78
Sat Flow, veh/h	1290	430	3647	1585	32	3499
Grp Volume(v), veh/h	201	0	564	41	407	359
Grp Sat Flow(s),veh/h/ln	1728	0	1777	1585	1829	1617
Q Serve(g_s), s	13.7	0.0	5.0	0.7	0.0	7.6
Cycle Q Clear(g_c), s	13.7	0.0	5.0	0.7	7.4	7.6
Prop In Lane	0.75	0.25		1.00	0.03	
Lane Grp Cap(c), veh/h	231	0	2767	1234	1455	1259
V/C Ratio(X)	0.87	0.00	0.20	0.03	0.28	0.29
Avail Cap(c_a), veh/h	375	0	2767	1234	1455	1259
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.91	0.91	1.00	1.00
Uniform Delay (d), s/veh	50.9	0.0	3.5	3.0	3.8	3.8
Incr Delay (d2), s/veh	11.7	0.0	0.2	0.0	0.5	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.7	0.0	1.5	0.2	2.4	2.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	62.6	0.0	3.6	3.1	4.2	4.4
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	201		605			766
Approach Delay, s/veh	62.6		3.6			4.3
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	98.9			98.9	21.1
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	7.0			9.6	15.7
Green Ext Time (p_c), s	4.4			5.5	0.4

Intersection Summary	
HCM 7th Control Delay, s/veh	11.5
HCM 7th LOS	B



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	79	54	71	490	689	94
Future Volume (veh/h)	79	54	71	490	689	94
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	127	87	77	533	749	102
Peak Hour Factor	0.62	0.62	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	145	99	286	1963	2730	1218
Arrive On Green	0.14	0.14	0.77	0.77	1.00	1.00
Sat Flow, veh/h	1002	687	323	2640	3647	1585
Grp Volume(v), veh/h	215	0	276	334	749	102
Grp Sat Flow(s),veh/h/ln	1697	0	1261	1617	1777	1585
Q Serve(g_s), s	14.9	0.0	0.0	7.2	0.0	0.0
Cycle Q Clear(g_c), s	14.9	0.0	4.8	7.2	0.0	0.0
Prop In Lane	0.59	0.40	0.28			1.00
Lane Grp Cap(c), veh/h	245	0	1007	1242	2730	1218
V/C Ratio(X)	0.88	0.00	0.27	0.27	0.27	0.08
Avail Cap(c_a), veh/h	368	0	1007	1242	2730	1218
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.33	1.33
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.93	0.93
Uniform Delay (d), s/veh	50.3	0.0	3.8	4.1	0.0	0.0
Incr Delay (d2), s/veh	14.6	0.0	0.7	0.5	0.2	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.4	0.0	1.7	2.1	0.1	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	64.9	0.0	4.5	4.6	0.2	0.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	215			610	851	
Approach Delay, s/veh	64.9			4.5	0.2	
Approach LOS	E			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	97.7		22.3		97.7
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	9.2		16.9		2.0
Green Ext Time (p_c), s	4.8		0.4		6.4

Intersection Summary	
HCM 7th Control Delay, s/veh	10.1
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	0.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	14	15	2	36	4	2
Future Vol, veh/h	14	15	2	36	4	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	16	2	39	4	2

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	32	0	67	23
Stage 1	-	-	-	-	23	-
Stage 2	-	-	-	-	43	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1581	-	938	1053
Stage 1	-	-	-	-	999	-
Stage 2	-	-	-	-	979	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1581	-	937	1053
Mov Cap-2 Maneuver	-	-	-	-	937	-
Stage 1	-	-	-	-	999	-
Stage 2	-	-	-	-	978	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.38	8.73
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	973	-	-	1581	-
HCM Lane V/C Ratio	0.007	-	-	0.001	-
HCM Control Delay (s/veh)	8.7	-	-	7.3	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	14	16	551	9	9	668
Future Vol, veh/h	14	16	551	9	9	668
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	17	599	10	10	726

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	986	304	0	0	609	0
Stage 1	604	-	-	-	-	-
Stage 2	383	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	245	692	-	-	966	-
Stage 1	508	-	-	-	-	-
Stage 2	659	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	242	692	-	-	966	-
Mov Cap-2 Maneuver	242	-	-	-	-	-
Stage 1	508	-	-	-	-	-
Stage 2	651	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	15.67	0	0.22
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	370	48	-
HCM Lane V/C Ratio	-	-	0.088	0.01	-
HCM Control Delay (s/veh)	-	-	15.7	8.8	0.1
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	32	45	2	3	2
Future Vol, veh/h	6	32	45	2	3	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	35	49	2	3	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	51	0	-	0	98	50
Stage 1	-	-	-	-	50	-
Stage 2	-	-	-	-	48	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1555	-	-	-	901	1018
Stage 1	-	-	-	-	972	-
Stage 2	-	-	-	-	975	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1555	-	-	-	897	1018
Mov Cap-2 Maneuver	-	-	-	-	897	-
Stage 1	-	-	-	-	968	-
Stage 2	-	-	-	-	975	-

Approach	EB	WB	SB
HCM Control Delay, s/v	1.16	0	8.84
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	284	-	-	-	942
HCM Lane V/C Ratio	0.004	-	-	-	0.006
HCM Control Delay (s/veh)	7.3	0	-	-	8.8
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

09/24/2024

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	16	3	23	29	2	21	9	912	38	24	1224	13
Future Volume (veh/h)	16	3	23	29	2	21	9	912	38	24	1224	13
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	22	4	32	45	3	32	10	970	40	27	1391	15
Peak Hour Factor	0.73	0.73	0.73	0.65	0.65	0.65	0.94	0.94	0.94	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	61	11	88	106	7	75	56	1822	840	68	1794	840
Arrive On Green	0.10	0.10	0.10	0.11	0.11	0.11	0.53	0.53	0.53	0.53	0.53	0.53
Sat Flow, veh/h	634	115	923	956	64	680	10	3439	1585	30	3386	1585
Grp Volume(v), veh/h	58	0	0	80	0	0	521	459	40	750	668	15
Grp Sat Flow(s),veh/h/ln	1673	0	0	1700	0	0	1832	1617	1585	1800	1617	1585
Q Serve(g_s), s	2.3	0.0	0.0	3.2	0.0	0.0	0.0	13.4	0.9	3.5	23.8	0.3
Cycle Q Clear(g_c), s	2.3	0.0	0.0	3.2	0.0	0.0	13.1	13.4	0.9	23.1	23.8	0.3
Prop In Lane	0.38		0.55	0.56		0.40	0.02		1.00	0.04		1.00
Lane Grp Cap(c), veh/h	160	0	0	189	0	0	1021	856	840	1005	856	840
V/C Ratio(X)	0.36	0.00	0.00	0.42	0.00	0.00	0.51	0.54	0.05	0.75	0.78	0.02
Avail Cap(c_a), veh/h	558	0	0	520	0	0	1430	1236	1212	1410	1236	1212
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	30.5	0.0	0.0	29.8	0.0	0.0	11.0	11.1	8.2	13.3	13.6	8.0
Incr Delay (d2), s/veh	1.4	0.0	0.0	1.5	0.0	0.0	0.4	0.5	0.0	1.4	2.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	0.0	0.0	1.3	0.0	0.0	4.7	4.2	0.3	8.3	7.6	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	31.9	0.0	0.0	31.4	0.0	0.0	11.4	11.6	8.2	14.7	15.6	8.0
LnGrp LOS	C			C			B	B	A	B	B	A
Approach Vol, veh/h		58			80			1020			1433	
Approach Delay, s/veh		31.9			31.4			11.4			15.0	
Approach LOS		C			C			B			B	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		45.1		14.0		45.1		12.9				
Change Period (Y+Rc), s		7.0		6.0		7.0		6.0				
Max Green Setting (Gmax), s		55.0		22.0		55.0		24.0				
Max Q Clear Time (g_c+I1), s		15.4		5.2		25.8		4.3				
Green Ext Time (p_c), s		7.8		0.3		12.3		0.2				

Intersection Summary												
HCM 7th Control Delay, s/veh			14.5									
HCM 7th LOS			B									

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	9	27	12	960	1237	16
Future Vol, veh/h	9	27	12	960	1237	16
Conflicting Peds, #/hr	0	0	9	0	0	9
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	96	96	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	34	13	1000	1406	18

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1940	712	1433	0	-	0
Stage 1	1415	-	-	-	-	-
Stage 2	525	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	57	375	470	-	-	-
Stage 1	190	-	-	-	-	-
Stage 2	558	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	54	372	466	-	-	-
Mov Cap-2 Maneuver	54	-	-	-	-	-
Stage 1	182	-	-	-	-	-
Stage 2	553	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	38.72	0.62	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	44	-	151	-	-
HCM Lane V/C Ratio	0.027	-	0.298	-	-
HCM Control Delay (s/veh)	12.9	0.5	38.7	-	-
HCM Lane LOS	B	A	E	-	-
HCM 95th %tile Q(veh)	0.1	-	1.2	-	-

Intersection	
Int Delay, s/veh	1.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	22	940	22	43	1252
Future Vol, veh/h	11	22	940	22	43	1252
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	96	96	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	29	979	23	49	1423

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1788	490	0	0	1002	0
Stage 1	979	-	-	-	-	-
Stage 2	809	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	72	524	-	-	687	-
Stage 1	325	-	-	-	-	-
Stage 2	398	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	64	524	-	-	687	-
Mov Cap-2 Maneuver	64	-	-	-	-	-
Stage 1	325	-	-	-	-	-
Stage 2	351	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	37.43	0	1.49
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	154	120	-
HCM Lane V/C Ratio	-	-	0.285	0.071	-
HCM Control Delay (s/veh)	-	-	37.4	10.6	1.2
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	1.1	0.2	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	16	12	958	1218	16
Future Vol, veh/h	3	16	12	958	1218	16
Conflicting Peds, #/hr	0	0	14	0	0	14
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	71	71	95	95	89	89
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	23	13	1008	1369	18

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1912	698	1401	0	-	0
Stage 1	1383	-	-	-	-	-
Stage 2	529	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	60	383	484	-	-	-
Stage 1	198	-	-	-	-	-
Stage 2	555	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	56	378	477	-	-	-
Mov Cap-2 Maneuver	56	-	-	-	-	-
Stage 1	188	-	-	-	-	-
Stage 2	548	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	25.99	0.61	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	45	-	198	-	-
HCM Lane V/C Ratio	0.026	-	0.135	-	-
HCM Control Delay (s/veh)	12.7	0.5	26	-	-
HCM Lane LOS	B	A	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-

Intersection	
Int Delay, s/veh	1.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	8	18	936	39	38	1236
Future Vol, veh/h	8	18	936	39	38	1236
Conflicting Peds, #/hr	0	0	0	7	7	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	50	50	95	95	89	89
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	36	985	41	43	1389

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1772	500	0	0	1033	0
Stage 1	992	-	-	-	-	-
Stage 2	780	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	74	517	-	-	668	-
Stage 1	319	-	-	-	-	-
Stage 2	413	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	66	513	-	-	664	-
Mov Cap-2 Maneuver	66	-	-	-	-	-
Stage 1	317	-	-	-	-	-
Stage 2	369	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	36.17	0	1.36
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	166	107	-
HCM Lane V/C Ratio	-	-	0.312	0.064	-
HCM Control Delay (s/veh)	-	-	36.2	10.8	1.1
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	1.3	0.2	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	55	26	989	145	24	1213
Future Volume (veh/h)	55	26	989	145	24	1213
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	71	34	1020	149	26	1318
Peak Hour Factor	0.77	0.77	0.97	0.97	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	89	42	2969	1324	61	2798
Arrive On Green	0.08	0.08	1.00	1.00	0.84	0.84
Sat Flow, veh/h	1148	550	3647	1585	35	3434
Grp Volume(v), veh/h	106	0	1020	149	705	639
Grp Sat Flow(s),veh/h/ln	1714	0	1777	1585	1768	1617
Q Serve(g_s), s	7.3	0.0	0.0	0.0	0.0	12.9
Cycle Q Clear(g_c), s	7.3	0.0	0.0	0.0	11.9	12.9
Prop In Lane	0.67	0.32		1.00	0.04	
Lane Grp Cap(c), veh/h	132	0	2969	1324	1508	1351
V/C Ratio(X)	0.80	0.00	0.34	0.11	0.47	0.47
Avail Cap(c_a), veh/h	371	0	2969	1324	1508	1351
HCM Platoon Ratio	1.00	1.00	1.33	1.33	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.69	0.69	1.00	1.00
Uniform Delay (d), s/veh	54.5	0.0	0.0	0.0	2.6	2.7
Incr Delay (d2), s/veh	10.7	0.0	0.2	0.1	1.0	1.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.6	0.0	0.1	0.0	3.1	3.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	65.1	0.0	0.2	0.1	3.7	3.9
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	106		1169			1344
Approach Delay, s/veh	65.1		0.2			3.8
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	105.7			105.7	14.3
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	2.0			14.9	9.3
Green Ext Time (p_c), s	10.2			13.8	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	4.7
HCM 7th LOS	A



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	231	156	24	877	1242	57
Future Volume (veh/h)	231	156	24	877	1242	57
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	262	177	27	974	1350	62
Peak Hour Factor	0.88	0.88	0.90	0.90	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	219	148	67	2254	2473	1103
Arrive On Green	0.22	0.22	0.70	0.70	1.00	1.00
Sat Flow, veh/h	1010	683	51	3324	3647	1585
Grp Volume(v), veh/h	440	0	509	492	1350	62
Grp Sat Flow(s),veh/h/ln	1697	0	1672	1617	1777	1585
Q Serve(g_s), s	26.0	0.0	0.0	15.9	0.0	0.0
Cycle Q Clear(g_c), s	26.0	0.0	13.7	15.9	0.0	0.0
Prop In Lane	0.60	0.40	0.05			1.00
Lane Grp Cap(c), veh/h	368	0	1195	1125	2473	1103
V/C Ratio(X)	1.20	0.00	0.43	0.44	0.55	0.06
Avail Cap(c_a), veh/h	368	0	1195	1125	2473	1103
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.84	0.84
Uniform Delay (d), s/veh	47.0	0.0	7.6	8.0	0.0	0.0
Incr Delay (d2), s/veh	112.0	0.0	1.1	1.2	0.7	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	22.4	0.0	5.3	5.3	0.3	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	159.0	0.0	8.7	9.2	0.7	0.1
LnGrp LOS	F		A	A	A	A
Approach Vol, veh/h	440			1001	1412	
Approach Delay, s/veh	159.0			9.0	0.7	
Approach LOS	F			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	89.0		31.0		89.0
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	17.9		28.0		2.0
Green Ext Time (p_c), s	8.6		0.0		15.6

Intersection Summary		
HCM 7th Control Delay, s/veh	28.0	
HCM 7th LOS	C	

Intersection	
Int Delay, s/veh	0.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	55	10	2	30	3	1
Future Vol, veh/h	55	10	2	30	3	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	60	11	2	33	3	1

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	71	0	102	65
Stage 1	-	-	-	-	65	-
Stage 2	-	-	-	-	37	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1530	-	896	999
Stage 1	-	-	-	-	957	-
Stage 2	-	-	-	-	986	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1530	-	895	999
Mov Cap-2 Maneuver	-	-	-	-	895	-
Stage 1	-	-	-	-	957	-
Stage 2	-	-	-	-	984	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.46	8.94
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	919	-	-	1530	-
HCM Lane V/C Ratio	0.005	-	-	0.001	-
HCM Control Delay (s/veh)	8.9	-	-	7.4	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	9	11	959	6	6	1212
Future Vol, veh/h	9	11	959	6	6	1212
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	12	1042	7	7	1317

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1717	524	0	0	1049	0
Stage 1	1046	-	-	-	-	-
Stage 2	672	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	81	498	-	-	659	-
Stage 1	299	-	-	-	-	-
Stage 2	469	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	80	498	-	-	659	-
Mov Cap-2 Maneuver	80	-	-	-	-	-
Stage 1	299	-	-	-	-	-
Stage 2	462	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	33.5	0	0.21
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	148	18	-
HCM Lane V/C Ratio	-	-	0.147	0.01	-
HCM Control Delay (s/veh)	-	-	33.5	10.5	0.2
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.5	0	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	73	25	1	2	1
Future Vol, veh/h	4	73	25	1	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	79	27	1	2	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	28	0	-	0	116	28
Stage 1	-	-	-	-	28	-
Stage 2	-	-	-	-	88	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1585	-	-	-	880	1048
Stage 1	-	-	-	-	995	-
Stage 2	-	-	-	-	935	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1585	-	-	-	878	1048
Mov Cap-2 Maneuver	-	-	-	-	878	-
Stage 1	-	-	-	-	992	-
Stage 2	-	-	-	-	935	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.38	0	8.89
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	94	-	-	-	928
HCM Lane V/C Ratio	0.003	-	-	-	0.004
HCM Control Delay (s/veh)	7.3	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	2	12	19	7	24	9	596	9	6	707	9
Future Volume (veh/h)	10	2	12	19	7	24	9	596	9	6	707	9
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	11	2	13	21	8	26	10	648	10	7	768	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	44	8	53	73	28	91	95	1252	576	92	1260	576
Arrive On Green	0.06	0.06	0.06	0.11	0.11	0.11	0.36	0.36	0.36	0.36	0.36	0.36
Sat Flow, veh/h	712	129	842	647	246	801	15	3446	1585	8	3467	1585
Grp Volume(v), veh/h	26	0	0	55	0	0	351	307	10	415	360	10
Grp Sat Flow(s),veh/h/ln	1683	0	0	1694	0	0	1844	1617	1585	1859	1617	1585
Q Serve(g_s), s	0.6	0.0	0.0	1.2	0.0	0.0	0.0	6.1	0.2	0.0	7.5	0.2
Cycle Q Clear(g_c), s	0.6	0.0	0.0	1.2	0.0	0.0	6.1	6.1	0.2	7.5	7.5	0.2
Prop In Lane	0.42		0.50	0.38		0.47	0.03		1.00	0.02		1.00
Lane Grp Cap(c), veh/h	105	0	0	192	0	0	760	588	576	764	588	576
V/C Ratio(X)	0.25	0.00	0.00	0.29	0.00	0.00	0.46	0.52	0.02	0.54	0.61	0.02
Avail Cap(c_a), veh/h	980	0	0	904	0	0	2491	2157	2114	2537	2157	2114
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.4	0.0	0.0	16.8	0.0	0.0	10.3	10.3	8.4	10.7	10.7	8.4
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.8	0.0	0.0	0.4	0.7	0.0	0.6	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.0	0.5	0.0	0.0	1.9	1.7	0.0	2.4	2.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.6	0.0	0.0	17.6	0.0	0.0	10.7	11.0	8.4	11.3	11.8	8.4
LnGrp LOS	B			B			B	B	A	B	B	A
Approach Vol, veh/h		26			55			668			785	
Approach Delay, s/veh		19.6			17.6			10.8			11.5	
Approach LOS		B			B			B			B	

Timer - Assigned Phs	2	4	6	8
Phs Duration (G+Y+Rc), s	22.0	10.7	22.0	8.6
Change Period (Y+Rc), s	7.0	6.0	7.0	6.0
Max Green Setting (Gmax), s	55.0	22.0	55.0	24.0
Max Q Clear Time (g_c+I1), s	8.1	3.2	9.5	2.6
Green Ext Time (p_c), s	4.5	0.2	5.5	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	11.6
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	19	11	620	716	11
Future Vol, veh/h	3	19	11	620	716	11
Conflicting Peds, #/hr	0	0	3	0	0	3
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	21	12	674	778	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1142	392	793	0	-	0
Stage 1	781	-	-	-	-	-
Stage 2	361	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	194	607	824	-	-	-
Stage 1	412	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	189	605	821	-	-	-
Mov Cap-2 Maneuver	189	-	-	-	-	-
Stage 1	403	-	-	-	-	-
Stage 2	674	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	13.15	0.33	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	63	-	466	-	-
HCM Lane V/C Ratio	0.015	-	0.051	-	-
HCM Control Delay (s/veh)	9.4	0.2	13.2	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	37	589	0	15	733
Future Vol, veh/h	11	37	589	0	15	733
Conflicting Peds, #/hr	0	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	40	640	0	16	797

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1074	323	0	0	643	0
Stage 1	643	-	-	-	-	-
Stage 2	431	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	215	673	-	-	938	-
Stage 1	485	-	-	-	-	-
Stage 2	623	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	209	671	-	-	935	-
Mov Cap-2 Maneuver	209	-	-	-	-	-
Stage 1	484	-	-	-	-	-
Stage 2	609	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.15	0	0.37
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	445	72	-
HCM Lane V/C Ratio	-	-	0.117	0.017	-
HCM Control Delay (s/veh)	-	-	14.2	8.9	0.2
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	11	4	592	722	12
Future Vol, veh/h	7	11	4	592	722	12
Conflicting Peds, #/hr	0	0	4	0	0	4
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	12	4	643	785	13

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1119	396	802	0	-	0
Stage 1	789	-	-	-	-	-
Stage 2	330	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	201	603	817	-	-	-
Stage 1	408	-	-	-	-	-
Stage 2	700	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	198	601	814	-	-	-
Mov Cap-2 Maneuver	198	-	-	-	-	-
Stage 1	404	-	-	-	-	-
Stage 2	698	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	16.4	0.12	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	24	-	335	-	-
HCM Lane V/C Ratio	0.005	-	0.058	-	-
HCM Control Delay (s/veh)	9.4	0.1	16.4	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	14	35	551	22	29	722
Future Vol, veh/h	14	35	551	22	29	722
Conflicting Peds, #/hr	0	0	0	8	8	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	38	599	24	32	785

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1062	307	0	0	631	0
Stage 1	607	-	-	-	-	-
Stage 2	455	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	218	688	-	-	948	-
Stage 1	507	-	-	-	-	-
Stage 2	605	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	207	683	-	-	940	-
Mov Cap-2 Maneuver	207	-	-	-	-	-
Stage 1	503	-	-	-	-	-
Stage 2	579	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	15.01	0	0.69
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	413	139	-
HCM Lane V/C Ratio	-	-	0.129	0.034	-
HCM Control Delay (s/veh)	-	-	15	9	0.4
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	92	31	558	40	14	724
Future Volume (veh/h)	92	31	558	40	14	724
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	100	34	607	43	15	787
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	121	41	2906	1296	59	2785
Arrive On Green	0.09	0.09	0.82	0.82	0.82	0.82
Sat Flow, veh/h	1280	435	3647	1585	34	3491
Grp Volume(v), veh/h	135	0	607	43	425	377
Grp Sat Flow(s),veh/h/ln	1728	0	1777	1585	1823	1617
Q Serve(g_s), s	9.2	0.0	4.5	0.6	0.0	6.6
Cycle Q Clear(g_c), s	9.2	0.0	4.5	0.6	6.4	6.6
Prop In Lane	0.74	0.25		1.00	0.04	
Lane Grp Cap(c), veh/h	164	0	2906	1296	1522	1322
V/C Ratio(X)	0.82	0.00	0.21	0.03	0.28	0.28
Avail Cap(c_a), veh/h	374	0	2906	1296	1522	1322
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.94	0.94	1.00	1.00
Uniform Delay (d), s/veh	53.3	0.0	2.4	2.0	2.6	2.6
Incr Delay (d2), s/veh	9.9	0.0	0.2	0.0	0.5	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.5	0.0	1.1	0.1	1.8	1.7
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	63.2	0.0	2.6	2.1	3.0	3.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	135		650			802
Approach Delay, s/veh	63.2		2.5			3.1
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	103.6			103.6	16.4
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	6.5			8.6	11.2
Green Ext Time (p_c), s	4.8			5.8	0.3

Intersection Summary	
HCM 7th Control Delay, s/veh	8.0
HCM 7th LOS	A



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	82	57	73	517	720	100
Future Volume (veh/h)	82	57	73	517	720	100
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	89	62	79	562	783	109
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	106	74	292	2049	2863	1277
Arrive On Green	0.11	0.11	0.81	0.81	1.00	1.00
Sat Flow, veh/h	993	692	315	2628	3647	1585
Grp Volume(v), veh/h	152	0	286	355	783	109
Grp Sat Flow(s),veh/h/ln	1696	0	1241	1617	1777	1585
Q Serve(g_s), s	10.6	0.0	0.0	6.6	0.0	0.0
Cycle Q Clear(g_c), s	10.6	0.0	4.2	6.6	0.0	0.0
Prop In Lane	0.59	0.41	0.28			1.00
Lane Grp Cap(c), veh/h	181	0	1038	1303	2863	1277
V/C Ratio(X)	0.84	0.00	0.28	0.27	0.27	0.09
Avail Cap(c_a), veh/h	368	0	1038	1303	2863	1277
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.33	1.33
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.95	0.95
Uniform Delay (d), s/veh	52.6	0.0	2.7	2.9	0.0	0.0
Incr Delay (d2), s/veh	9.9	0.0	0.7	0.5	0.2	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.0	0.0	1.3	1.7	0.1	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	62.5	0.0	3.3	3.4	0.2	0.1
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	152			641	892	
Approach Delay, s/veh	62.5			3.4	0.2	
Approach LOS	E			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	102.2		17.8		102.2
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	8.6		12.6		2.0
Green Ext Time (p_c), s	5.1		0.3		6.9

Intersection Summary		
HCM 7th Control Delay, s/veh	7.0	
HCM 7th LOS	A	

Intersection	
Int Delay, s/veh	0.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	15	0	0	42	6	0
Future Vol, veh/h	15	0	0	42	6	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	0	0	46	7	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	62	-
Stage 1	-	-	-	-	16	-
Stage 2	-	-	-	-	46	-
Critical Hdwy	-	-	-	-	6.42	-
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	-	-	3.518	-
Pot Cap-1 Maneuver	-	0	0	-	944	0
Stage 1	-	0	0	-	1006	0
Stage 2	-	0	0	-	977	0
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	944	-
Mov Cap-2 Maneuver	-	-	-	-	944	-
Stage 1	-	-	-	-	1006	-
Stage 2	-	-	-	-	977	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0	8.84
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	944	-	-
HCM Lane V/C Ratio	0.007	-	-
HCM Control Delay (s/veh)	8.8	-	-
HCM Lane LOS	A	-	-
HCM 95th %tile Q(veh)	0	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	16	580	9	13	709
Future Vol, veh/h	10	16	580	9	13	709
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	17	630	10	14	771

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1049	320	0	0	640	0
Stage 1	635	-	-	-	-	-
Stage 2	414	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	223	676	-	-	940	-
Stage 1	490	-	-	-	-	-
Stage 2	636	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	219	676	-	-	940	-
Mov Cap-2 Maneuver	219	-	-	-	-	-
Stage 1	490	-	-	-	-	-
Stage 2	624	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	15.4	0	0.32
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	375	65	-
HCM Lane V/C Ratio	-	-	0.075	0.015	-
HCM Control Delay (s/veh)	-	-	15.4	8.9	0.2
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	17	34	47	4	3	6
Future Vol, veh/h	17	34	47	4	3	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	37	51	4	3	7

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	55	0	-	0	127	53
Stage 1	-	-	-	-	53	-
Stage 2	-	-	-	-	74	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1549	-	-	-	867	1014
Stage 1	-	-	-	-	969	-
Stage 2	-	-	-	-	949	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1549	-	-	-	857	1014
Mov Cap-2 Maneuver	-	-	-	-	857	-
Stage 1	-	-	-	-	957	-
Stage 2	-	-	-	-	949	-

Approach	EB	WB	SB
HCM Control Delay, s/v	2.45	0	8.81
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	600	-	-	-	956
HCM Lane V/C Ratio	0.012	-	-	-	0.01
HCM Control Delay (s/veh)	7.4	0	-	-	8.8
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

HCM 7th Signalized Intersection Summary
1: Inglewood Ave & 132nd St

09/23/2024

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	19	4	26	30	7	22	10	954	39	25	1272	18
Future Volume (veh/h)	19	4	26	30	7	22	10	954	39	25	1272	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	21	4	28	33	8	24	11	1037	42	27	1383	20
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	61	12	82	89	22	65	58	1832	845	69	1802	845
Arrive On Green	0.09	0.09	0.09	0.10	0.10	0.10	0.53	0.53	0.53	0.53	0.53	0.53
Sat Flow, veh/h	665	127	886	870	211	633	11	3436	1585	30	3381	1585
Grp Volume(v), veh/h	53	0	0	65	0	0	557	491	42	745	665	20
Grp Sat Flow(s),veh/h/ln	1678	0	0	1713	0	0	1830	1617	1585	1794	1617	1585
Q Serve(g_s), s	2.1	0.0	0.0	2.5	0.0	0.0	0.0	14.2	0.9	2.6	22.7	0.4
Cycle Q Clear(g_c), s	2.1	0.0	0.0	2.5	0.0	0.0	13.8	14.2	0.9	22.0	22.7	0.4
Prop In Lane	0.40		0.53	0.51		0.37	0.02		1.00	0.04		1.00
Lane Grp Cap(c), veh/h	154	0	0	176	0	0	1028	862	845	1010	862	845
V/C Ratio(X)	0.34	0.00	0.00	0.37	0.00	0.00	0.54	0.57	0.05	0.74	0.77	0.02
Avail Cap(c_a), veh/h	577	0	0	540	0	0	1471	1274	1249	1446	1274	1249
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	29.7	0.0	0.0	29.2	0.0	0.0	10.8	10.9	7.8	12.7	12.9	7.7
Incr Delay (d2), s/veh	1.3	0.0	0.0	1.3	0.0	0.0	0.4	0.6	0.0	1.2	1.7	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.0	0.0	1.1	0.0	0.0	4.8	4.3	0.3	7.7	7.1	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	31.0	0.0	0.0	30.5	0.0	0.0	11.3	11.5	7.8	13.9	14.6	7.7
LnGrp LOS	C			C			B	B	A	B	B	A
Approach Vol, veh/h		53			65			1090			1430	
Approach Delay, s/veh		31.0			30.5			11.3			14.1	
Approach LOS		C			C			B			B	

Timer - Assigned Phs	2	4	6	8
Phs Duration (G+Y+Rc), s	44.2	13.2	44.2	12.4
Change Period (Y+Rc), s	7.0	6.0	7.0	6.0
Max Green Setting (Gmax), s	55.0	22.0	55.0	24.0
Max Q Clear Time (g_c+I1), s	16.2	4.5	24.7	4.1
Green Ext Time (p_c), s	8.6	0.2	12.5	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	13.7
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	30	13	1004	1286	19
Future Vol, veh/h	12	30	13	1004	1286	19
Conflicting Peds, #/hr	0	0	9	0	0	9
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	33	14	1091	1398	21

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1981	708	1427	0	-	0
Stage 1	1407	-	-	-	-	-
Stage 2	574	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	54	377	472	-	-	-
Stage 1	192	-	-	-	-	-
Stage 2	527	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	51	374	468	-	-	-
Mov Cap-2 Maneuver	51	-	-	-	-	-
Stage 1	182	-	-	-	-	-
Stage 2	522	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	45.98	0.7	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	46	-	132	-	-
HCM Lane V/C Ratio	0.03	-	0.345	-	-
HCM Control Delay (s/veh)	12.9	0.5	46	-	-
HCM Lane LOS	B	A	E	-	-
HCM 95th %tile Q(veh)	0.1	-	1.4	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	29	982	23	34	1311
Future Vol, veh/h	12	29	982	23	34	1311
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	32	1067	25	37	1425

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1854	534	0	0	1092	0
Stage 1	1067	-	-	-	-	-
Stage 2	786	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	65	491	-	-	635	-
Stage 1	292	-	-	-	-	-
Stage 2	409	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	59	491	-	-	635	-
Mov Cap-2 Maneuver	59	-	-	-	-	-
Stage 1	292	-	-	-	-	-
Stage 2	370	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	36.93	0	1.26
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	156	91	-
HCM Lane V/C Ratio	-	-	0.285	0.058	-
HCM Control Delay (s/veh)	-	-	36.9	11	1
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	1.1	0.2	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	19	13	1001	1276	21
Future Vol, veh/h	6	19	13	1001	1276	21
Conflicting Peds, #/hr	0	0	14	0	0	14
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	25
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	21	14	1088	1387	23

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1973	707	1424	0	-	0
Stage 1	1401	-	-	-	-	-
Stage 2	572	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	54	377	474	-	-	-
Stage 1	194	-	-	-	-	-
Stage 2	528	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	51	372	468	-	-	-
Mov Cap-2 Maneuver	51	-	-	-	-	-
Stage 1	183	-	-	-	-	-
Stage 2	521	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	34.86	0.71	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	46	-	147	-	-
HCM Lane V/C Ratio	0.03	-	0.184	-	-
HCM Control Delay (s/veh)	12.9	0.5	34.9	-	-
HCM Lane LOS	B	A	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.6	-	-

Intersection	
Int Delay, s/veh	1.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	9	19	978	40	46	1285
Future Vol, veh/h	9	19	978	40	46	1285
Conflicting Peds, #/hr	0	0	0	7	7	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	25	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	21	1063	43	50	1397

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1868	539	0	0	1114	0
Stage 1	1070	-	-	-	-	-
Stage 2	798	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	64	487	-	-	623	-
Stage 1	291	-	-	-	-	-
Stage 2	403	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	55	484	-	-	619	-
Mov Cap-2 Maneuver	55	-	-	-	-	-
Stage 1	289	-	-	-	-	-
Stage 2	350	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	38.23	0	1.74
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	138	124	-
HCM Lane V/C Ratio	-	-	0.22	0.081	-
HCM Control Delay (s/veh)	-	-	38.2	11.3	1.4
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	0.8	0.3	-



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	57	27	1034	149	25	1263
Future Volume (veh/h)	57	27	1034	149	25	1263
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	62	29	1124	162	27	1373
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	78	37	3002	1339	61	2815
Arrive On Green	0.07	0.07	1.00	1.00	0.84	0.84
Sat Flow, veh/h	1156	541	3647	1585	35	3418
Grp Volume(v), veh/h	92	0	1124	162	732	668
Grp Sat Flow(s),veh/h/ln	1715	0	1777	1585	1751	1617
Q Serve(g_s), s	6.3	0.0	0.0	0.0	0.0	13.1
Cycle Q Clear(g_c), s	6.3	0.0	0.0	0.0	12.0	13.1
Prop In Lane	0.67	0.32		1.00	0.04	
Lane Grp Cap(c), veh/h	116	0	3002	1339	1510	1366
V/C Ratio(X)	0.79	0.00	0.37	0.12	0.48	0.49
Avail Cap(c_a), veh/h	372	0	3002	1339	1510	1366
HCM Platoon Ratio	1.00	1.00	1.33	1.33	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.69	0.69	1.00	1.00
Uniform Delay (d), s/veh	55.1	0.0	0.0	0.0	2.4	2.5
Incr Delay (d2), s/veh	11.3	0.0	0.2	0.1	1.1	1.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.1	0.0	0.1	0.0	3.0	2.8
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	66.4	0.0	0.2	0.1	3.5	3.7
LnGrp LOS	E		A	A	A	A
Approach Vol, veh/h	92		1286			1400
Approach Delay, s/veh	66.4		0.2			3.6
Approach LOS	E		A			A

Timer - Assigned Phs	2			6	8
Phs Duration (G+Y+Rc), s	106.9			106.9	13.1
Change Period (Y+Rc), s	5.5			5.5	5.0
Max Green Setting (Gmax), s	83.5			83.5	26.0
Max Q Clear Time (g_c+I1), s	2.0			15.1	8.3
Green Ext Time (p_c), s	12.0			15.1	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	4.1
HCM 7th LOS	A



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	239	162	25	920	1293	59
Future Volume (veh/h)	239	162	25	920	1293	59
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	260	176	27	1000	1405	64
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	219	148	65	2252	2473	1103
Arrive On Green	0.22	0.22	0.70	0.70	1.00	1.00
Sat Flow, veh/h	1010	683	48	3321	3647	1585
Grp Volume(v), veh/h	437	0	522	505	1405	64
Grp Sat Flow(s),veh/h/ln	1697	0	1668	1617	1777	1585
Q Serve(g_s), s	26.0	0.0	0.0	16.6	0.0	0.0
Cycle Q Clear(g_c), s	26.0	0.0	14.1	16.6	0.0	0.0
Prop In Lane	0.59	0.40	0.05			1.00
Lane Grp Cap(c), veh/h	368	0	1192	1125	2473	1103
V/C Ratio(X)	1.19	0.00	0.44	0.45	0.57	0.06
Avail Cap(c_a), veh/h	368	0	1192	1125	2473	1103
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.83	0.83
Uniform Delay (d), s/veh	47.0	0.0	7.7	8.1	0.0	0.0
Incr Delay (d2), s/veh	108.9	0.0	1.2	1.3	0.8	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	22.1	0.0	5.5	5.6	0.3	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	155.9	0.0	8.9	9.4	0.8	0.1
LnGrp LOS	F		A	A	A	A
Approach Vol, veh/h	437			1027	1469	
Approach Delay, s/veh	155.9			9.1	0.8	
Approach LOS	F			A	A	

Timer - Assigned Phs	2		4		6
Phs Duration (G+Y+Rc), s	89.0		31.0		89.0
Change Period (Y+Rc), s	5.5		5.0		5.5
Max Green Setting (Gmax), s	83.5		26.0		83.5
Max Q Clear Time (g_c+I1), s	18.6		28.0		2.0
Green Ext Time (p_c), s	9.0		0.0		16.9

Intersection Summary	
HCM 7th Control Delay, s/veh	26.8
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	0.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	57	0	0	37	4	0
Future Vol, veh/h	57	0	0	37	4	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	62	0	0	40	4	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	102	-
Stage 1	-	-	-	-	62	-
Stage 2	-	-	-	-	40	-
Critical Hdwy	-	-	-	-	6.42	-
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	-	-	3.518	-
Pot Cap-1 Maneuver	-	0	0	-	896	0
Stage 1	-	0	0	-	961	0
Stage 2	-	0	0	-	982	0
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	896	-
Mov Cap-2 Maneuver	-	-	-	-	896	-
Stage 1	-	-	-	-	961	-
Stage 2	-	-	-	-	982	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0	9.04
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	896	-	-
HCM Lane V/C Ratio	0.005	-	-
HCM Control Delay (s/veh)	9	-	-
HCM Lane LOS	A	-	-
HCM 95th %tile Q(veh)	0	-	-

Intersection	
Int Delay, s/veh	0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	7	11	1003	6	8	1267
Future Vol, veh/h	7	11	1003	6	8	1267
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	12	1090	7	9	1377

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1799	548	0	0	1097	0
Stage 1	1093	-	-	-	-	-
Stage 2	706	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	71	480	-	-	632	-
Stage 1	283	-	-	-	-	-
Stage 2	450	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	70	480	-	-	632	-
Mov Cap-2 Maneuver	70	-	-	-	-	-
Stage 1	283	-	-	-	-	-
Stage 2	440	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	33.49	0	0.3
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	146	23	-
HCM Lane V/C Ratio	-	-	0.134	0.014	-
HCM Control Delay (s/veh)	-	-	33.5	10.8	0.2
HCM Lane LOS	-	-	D	B	A
HCM 95th %tile Q(veh)	-	-	0.5	0	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	75	27	3	1	4
Future Vol, veh/h	12	75	27	3	1	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	82	29	3	1	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	33	0	-	0	139	31
Stage 1	-	-	-	-	31	-
Stage 2	-	-	-	-	108	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1579	-	-	-	855	1043
Stage 1	-	-	-	-	992	-
Stage 2	-	-	-	-	917	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1579	-	-	-	847	1043
Mov Cap-2 Maneuver	-	-	-	-	847	-
Stage 1	-	-	-	-	983	-
Stage 2	-	-	-	-	917	-

Approach	EB	WB	SB
HCM Control Delay, s/v	1.01	0	8.63
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	248	-	-	-	997
HCM Lane V/C Ratio	0.008	-	-	-	0.005
HCM Control Delay (s/veh)	7.3	0	-	-	8.6
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Appendix D – Cumulative Projects List

No.	ITE #	Project Name	Address	Unit	Qty	Daily	AM Peak Hour			PM Peak Hour		
							IN	OUT	TOTAL	IN	OUT	TOTAL
1	210	Detached ADU	5170 W 131st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
2	210	Detached ADU	5107 W 129th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
3	210	Detached ADU	5328 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
4	210	Detached ADU	4840 W 133rd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
5	210	Detached ADU	4833 W 134th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
6	210	Detached ADU	4829 W 134th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
7	210	Detached ADU	5100 W 139th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
8	210	Detached ADU	5013 W 132nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
9	210	Detached ADU	4829 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
10	210	Detached ADU	4881 W 139th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
11	210	Detached ADU	5522 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
12	210	Detached ADU	5521 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
13	210	Detached ADU	5519 W 120th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
14	210	Detached ADU	5506 W 117th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
15	210	Detached ADU	5322 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
16	210	Detached ADU	5501 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
17	210	Detached ADU	5152 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
18	210	Detached ADU	13511 S Shoup Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
19	210	Detached ADU	5445 W 117th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
20	210	Detached ADU	5403 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
21	210	Detached ADU	5448 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
22	210	Detached ADU	4823 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
23	210	Detached ADU	5361 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
24	210	Detached ADU	4871 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
25	210	Detached ADU	5173 W 133rd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
26	210	Detached ADU	5318 W 119th Place, Inglewood CA 90304	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
27	210	Detached ADU	5156 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
28	210	Detached ADU	5443 W 120th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
29	210	Detached ADU	4817 W 134th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
30	210	Detached ADU	5036 W 123rd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
31	210	Detached ADU	5027 W 135th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
32	210	Detached ADU	5011 W 122nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
33	210	Detached ADU	4869 W 142nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
34	210	Detached ADU	13518 Ocean Gate Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94

35	210	Detached ADU	5501 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
36	210	Detached ADU	5425 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
37	210	Detached ADU	5319 W 123rd Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
38	210	Detached ADU	4929 W 129th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
39	210	Detached ADU	5322 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
40	210	Detached ADU	5401 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
41	210	Detached ADU	5007 W 131st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
42	210	Detached ADU	5118 W 124th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
43	210	Detached ADU	5508 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
44	210	Detached ADU	4847 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
45	210	Detached ADU	5017 W 122nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
46	210	Detached ADU	5455 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
47	210	Detached ADU	5001 W 138th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
48	210	Detached ADU	5103 Stacy Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
49	210	Detached ADU	4812 W 138th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
50	210	Detached ADU	4818 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
51	210	Detached ADU	4875 W 138th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
52	210	Detached ADU	5026 W 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
53	210	Detached ADU	12108 S La Cienega Boulevard, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
54	210	Detached ADU	5106 W 131st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
55	210	Detached ADU	4864 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
56	210	Detached ADU	4871 W 137th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
57	210	Detached ADU	13100 S Shoup Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
58	210	Detached ADU	4852 131st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
59	210	Detached ADU	5506 W 123rd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
60	210	Detached ADU	5319 W 122nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
61	210	Detached ADU	14127 S Shoup Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
62	210	Detached ADU	5158 W 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
63	210	Detached ADU	4817 W 134th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
64	210	Detached ADU	13811 S Inglewood Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
65	210	Detached ADU	5354 W 118th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
66	210	Detached ADU	5103 W 137th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
67	210	Detached ADU	5135 W 138th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
68	210	Detached ADU	5424 W 120th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
69	210	Detached ADU	5164 W 139th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
70	210	Detached ADU	5501 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94

71	210	Detached ADU	5345 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
72	210	Detached ADU	5017 W 123rd Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
73	210	Detached ADU	5239 W 120th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
74	210	Detached ADU	5028 W 135th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
75	210	Detached ADU	5407 W 117th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
76	210	Detached ADU	4828 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
77	210	Detached ADU	14107 Ocean Gate Avenue, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
78	210	Detached ADU	5526 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
79	210	Detached ADU	4907 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
80	210	Detached ADU	5034 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
81	210	Detached ADU	5106 W 136th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
82	210	Detached ADU	4916 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
83	210	Detached ADU	4928 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
84	210	Detached ADU	5012 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
85	210	Detached ADU	5045 W 126th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
86	210	Detached ADU	4848 W 135th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
87	210	Detached ADU	4844 W 132nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
88	215	Attached ADU	5540 W 124th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
89	210	Detached ADU	5102 W 123rd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
90	210	Detached ADU	4847 W 139th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
91	210	Detached ADU	5245 Pacific Concourse Drive, Los Angeles CA 90045	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
92	210	Detached ADU	5315 W 126th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
93	210	Detached ADU	5037 W 124th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
94	210	Detached ADU	5408 W 118th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
95	210	Detached ADU	4939 W 138th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
96	210	Detached ADU	4914 W 132nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
97	215	Attached ADU	5256 W 123rd Place, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
98	215	Attached ADU	5247 W 124th Place, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
99	210	Detached ADU	5445 W 117th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
100	210	Detached ADU	4819 W 137th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
101	210	Detached ADU	5342 W 126th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
102	210	Detached ADU	5230 Pacific Concourse Drive, Los Angeles CA 90045	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
103	210	Detached ADU	11819 Judah Avenue, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
104	210	Detached ADU	5133 W 131st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
105	210	Detached ADU	5447 W 123rd Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94

106	210+215	Attached and Detached ADU	5313 W 120th Street, Inglewood CA 90304	DU	1	17	0.33	0.85	1.18	0.92	0.59	1.51
107	210	Detached ADU	4902 W 132nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
108	210+215	Attached and Detached ADU	14113 S Shoup Avenue, Hawthorne CA 90250	DU	1	17	0.33	0.85	1.18	0.92	0.59	1.51
109	210	Detached ADU	4841 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
110	210	Detached ADU	5523 W 119th Place, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
111	210	Detached ADU	4943 W 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
112	210	Detached ADU	5457 W 117th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
113	215	Detached ADU	5131 W 140th Street, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
114	210	Detached ADU	5179 W 137th Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
115	215	Detached ADU	4871 W 137th Street, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
116	210	Detached ADU	4864 129th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
117	210	Detached ADU	5443 W 120th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
118	210	Detached ADU	5257 W 123rd Place, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
119	215	Attached ADU	4881 W 134th Street, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
120	210	Detached ADU	4861 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
121	210	Detached ADU	4841 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
122	210	Detached ADU	5442 W 119th Street, Inglewood CA 90304	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
123	210	Detached ADU	4918 W 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
124	215	Attached ADU	4877 W 134th Street, Hawthorne CA 90250	DU	1	7	0.15	0.33	0.48	0.33	0.25	0.57
125	210	Detached ADU	5146 W 132nd Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
126	210	Detached ADU	5123 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
127	210	Detached ADU	4903 W 141st Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
128	210	Detached ADU	5002 W 129th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
129	210	Detached ADU	4906 W 130th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
130	210	Detached ADU	5030 W 140th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
131	210	Detached ADU	5156 W 134th Street, Hawthorne CA 90250	DU	1	9	0.18	0.52	0.7	0.59	0.35	0.94
Total						**1,234**	**24**	**67**	**91**	**76**	**45**	**122**

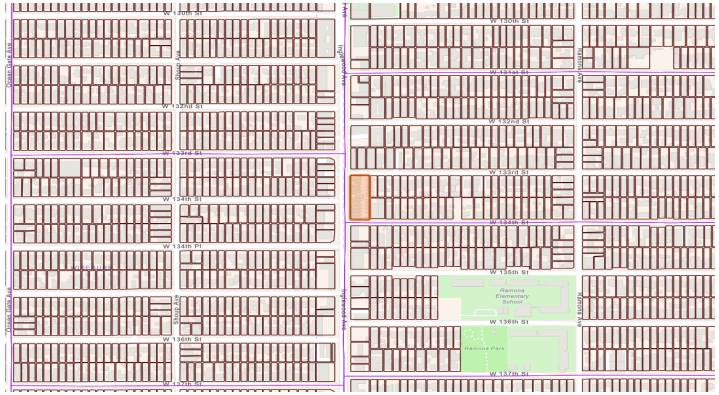
Appendix E – VMT Calculator

PROJECT NAME McDonalds
LOCATION Hawthorne
ANALYSIS YEAR 2024

Project Land Uses & Intensities

ITE Trip Gen Land Use	Qty.	Units	Per Capita/ Employee VMT	VMT With Mitigation	Total VMT	Threshold	Significant Impact
934 - Fast-Food Restaurant w/ D.T.	3.781	1,000 Sq Ft	15.74	15.74	616.2	18.67	No
Total			15.74	15.74	616.2		

Land Use Parcel Selection



APN: 404-201-102-6

Total Emissions Estimates

Pollutant	Mobile	Mitigation	With Mitigation	Non Mobile	Total
CO (lb/day)	0	0	0	0	0
ROG (lb/day)	0	0	0	0	0
NOX (lb/day)	0	0	0	0	0
SOX (lb/day)	0	0	0	0	0
PM2.5 (lb/day)	0	0	0	0	0
PM10 (lb/day)	0	0	0	0	0
CO2 (mt/year)	0	0	0	0	0

Project Presumptions of Less than Significant Impact

- ☐ Within a 1/2 mile of Major Transit Stop
- ☐ Less than 110 Trips per Day

934 - Fast-Food Restaurant w/ D.T.

Land Use Metrics

Metric	Project	Mitigation	With Mitigation
HBW VMT/Emp	15.7	0	15.7
Daily Trips	1781	0	0

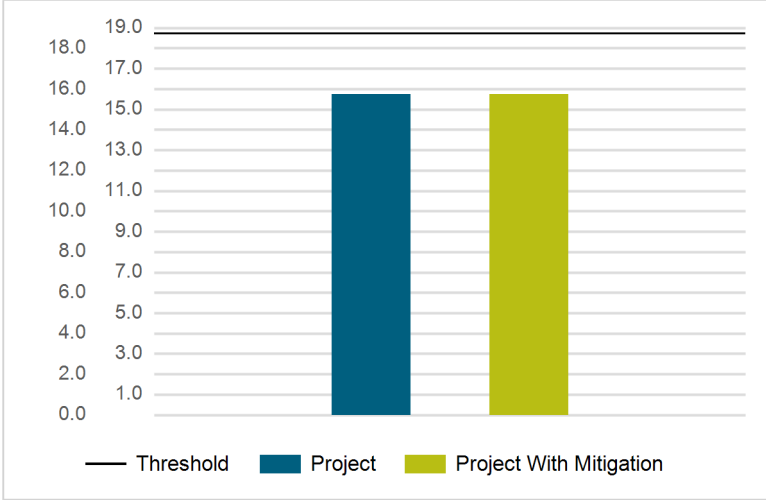
Land Use Presumptions of Less than Significant Impact

- [ ] Affordable Housing
- [x] Local Serving Land Use

Land Use Emission Estimates

Pollutant	Project	Mitigation	With Mitigation	Non Mobile	Total
CO (lb/day)	0	0	0	0	0
ROG (lb/day)	0	0	0	0	0
NOX (lb/day)	0	0	0	0	0
SOX (lb/day)	0	0	0	0	0
PM2.5 (lb/day)	0	0	0	0	0
PM10 (lb/day)	0	0	0	0	0
CO2 (mt/year)	0	0	0	0	0

HBW VMT/Emp



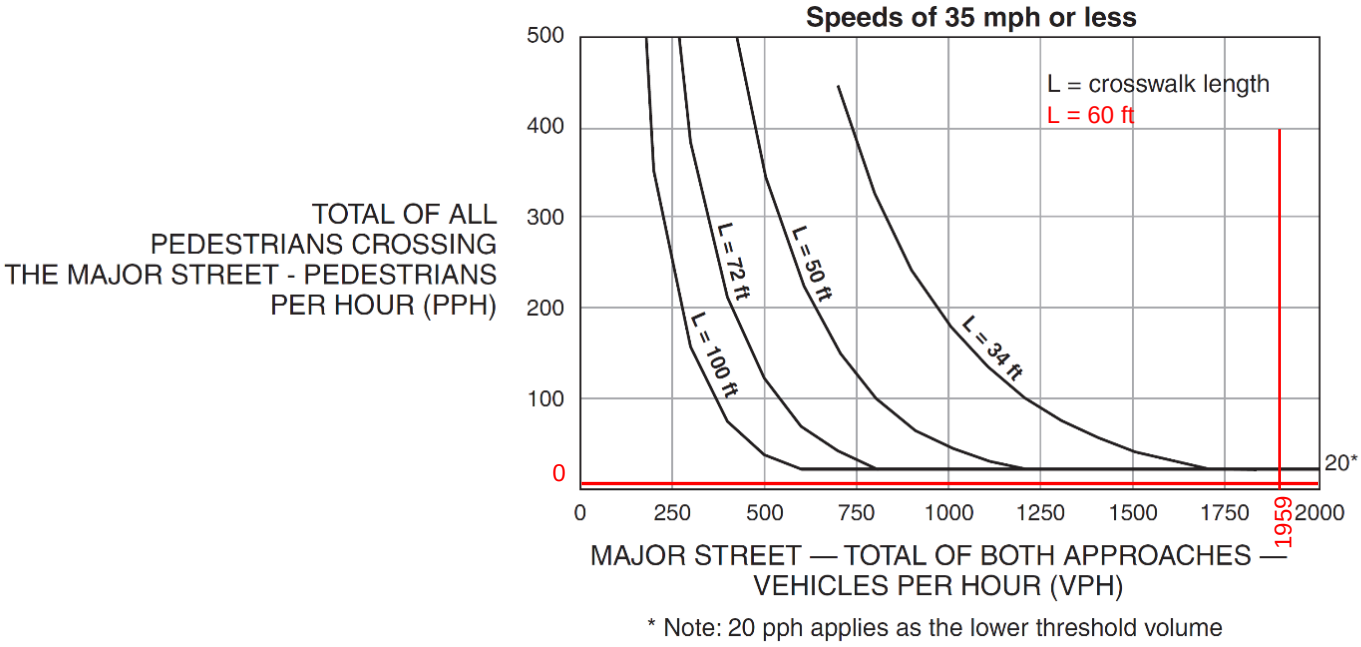
Regional Avg: 21.97

Threshold (15% below Average): 18.67

Selected TDM

TDM	Input	Result
No TDM strategies selected.		

Appendix F: CA MUTCD PHB Guidelines



* Note: 20 pph applies as the lower threshold volume

From: kamal sebai
To: Bermudez, Anais
Subject: Building a McDonald's
Date: Monday, November 4, 2024 8:45:53 PM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

To whom it may concern I reside within the 300 feet of the place where this restaurant will be build I am on the east corner of 134th st and Inglewood ave and I don't think it is a good idea for those reasons:
1- it is going to effect the traffic on Inglewood in both directions.
2- it is already a dangerous exiting off 134th st to Inglewood ave because of the traffic.
3- it might increase the homeless people in the area .

Sent from my iPhone

From: Briana Ahl
To: Bermudez, Anais
Subject: McDonald"s 13324 S Inglewood Ave
Date: Monday, November 4, 2024 6:11:33 AM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Dear Planning Commission and City Council,

As a homeowner on 134th Street I want to express my deepest objection to the planned McDonald's located at 13324 S Inglewood Ave. My home was the first to be built on 134th Street over 100 years ago. When these streets were built, they could not imagine the traffic and vehicles of today. 134th Street is far too narrow to accommodate a high traffic fast food restaurant WITH a drive-thru.

The corner of 134th and Inglewood is unsafe as it is. When cars are parked on Inglewood Ave in front of the dentist's office, it's incredibly hard to see when you are turning left or right onto Inglewood. When you are turning from Inglewood Ave onto 134th Street, it is hard to see because of the cars parked on both Inglewood and 134th. Not to mention that the corner is a congested area. I frequently get caught there and can't move because of cars waiting to turn onto Inglewood Ave or people double parked at one of the apartment complexes.

Cars are frequently, double parking throughout the street often blocking traffic. Garbage trucks, Amazon, UPS, tow trucks, and Firetrucks, make it extremely hard to get through. Often times a garbage truck worker will have to stand and wave people through because the opening is so narrow. This will only compound with the addition of a high traffic McDonald's

While I don't believe Hawthorne needs another McDonald's as we already have FOUR if your lack of vision for this city is adamant about adding more fast food and inevitably to the detriment of local businesses like Dino's and Mandy's you can certainly find a better suited location. The old Del Taco building is sitting vacant. What about the old 99-cent store or Dollar Tree area? Both still sitting vacant due to poor city management. There are SO many vacant buildings in this city as it is. Work on filling up the vacancies before you start breaking new ground.

Hawthorne could be the jewel of the South Bay but the leadership has ideas from the past and is taking Hawthorne backward instead of building it up to its potential.

NO MORE MCDONALD'S

Warm regards,

Briana Ahl

From: Anjuli Koentopp
To: Bermudez, Anais
Subject: No to McDonalds on Inglewood
Date: Monday, November 4, 2024 8:36:29 PM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Hello,

I live in the Ramona Tract and am writing to express my family's concern regarding the plans to put a McDonalds in on Inglewood Ave and 134th. Currently, there are no large chain restaurants or businesses on Inglewood between Rosecrans and El Segundo aside from CVS. All other business are small and local. A McDonalds in the middle of our community of small business is extremely detrimental and disruptive. It is going to take business away from wonderful places such as Azucanela, Dinos, Mandy's diner, Zacatecas and many more. When I told my kids, ages 6 and 8, about a McDonalds being built, they both said "noooo" and "why???!!". Don't get them wrong- they LIKE McDonald's, but even they understand it does not belong in our neighborhood. Thank you for taking our concerns in consideration. Please do not put a McDonald's on our Ramona tract neighborhood.

Thank you,

Anjuli Koentopp

4477 w 136th St

From: Amy Weigand
To: Bermudez, Anais
Subject: Comments for submission regarding 13324 S Ingelwood Ave (McDonalds)
Date: Tuesday, November 5, 2024 10:31:14 PM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Planning and Community Development Department, City Council Members, Elected Officials, and Neighbors,

I am writing to express my opposition to the proposal for a McDonald's franchise in Hawthorne. As a community deeply rooted in neighborliness and support for local businesses, we must reject this plan that prioritizes corporate profits over the well-being of our residents, especially at the proposed location.

First and foremost, Hawthorne is a city of good neighbors, and we cannot accept the systemic inequities perpetuated by corporate fast food chains like McDonald's. These establishments often limit access to healthy and affordable food options for Black and Brown communities, entrenching health disparities. Our town deserves better than to become a site for corporate interests that disregard community welfare.

Furthermore, allowing McDonald's into our community threatens our local economy. Small businesses are the tapestry of Hawthorne, especially that area of Hawthorne. Along that entire Inglewood strip from Rosecrans to El Segundo, the businesses are primarily, if not all (besides the CVS) local businesses. They reflect the melting pot that Hawthorne is: Azucanela, Al Watan Halaal, Mi Zacatecas, Dinos, Mandy's, a new Chinese restaurant going in where Chubby Rice was, and so forth. The corporate presence of a fast food chain would undermine local entrepreneurship, shifting our focus from community engagement to corporate influence. We cannot let this happen. We could be promoting that area as "the Taste of Hawthorne", but bringing a corporate fast food chain in there is not the right move for that area. There are already McDonald's in other areas of Hawthorne, in fact one just about a mile from the current proposed location. If a McDonald's is deemed to somehow serve the community, why not consider other areas of Hawthorne that can support more traffic, which I'll speak to again below.

The proposed location is on a walking path frequented by students from nearby schools, raising serious health concerns. The link between fast food consumption and obesity is well-documented, and placing a McDonald's in this area centers corporate greed over the health of our children. I am thinking of all the students I see walking to and from Hawthorne High, those around the corner at Ramona, those attending Wiseburn and Lawndale schools and I look at the menu of a McDonald's: it offers $1, $2, and $3 menus. The choices on those menus? Pop, fries, and hamburgers. I don't dispute that students and their families would likely be patrons because of convenience, but might they also if it were a Trader Joe's, a community garden, a place that shows the city investing in the local youth and community? The right choice for a community is more than numbers and potential economic influx that proposals may show in these scenarios; the humans that live here ARE the community. And

we are more than bottom lines and proposals.

Additionally, we cannot ignore the safety risks associated with fast food establishments. A report by the National Employment Law Project highlighted that McDonald's locations have experienced over 700 incidents of workplace violence over three years. This alarming statistic points to the potential for increased crime and unwelcome behaviors which can make our community feel unsafe. The FBI reports that restaurants are common settings for violent crimes, and we cannot allow our town to become a target for such activities.

Lastly, we must address the increased traffic and congestion that a McDonald's would bring. Perhaps that's even the reason for the initial recommendation. Our thoroughfare is already strained, and adding more vehicles will create hazardous conditions for all. Our family lives right near Al Watan restaurant and I have lost count of the number of times across the past ~ten years I have had to run out to help people involved in accidents on Inglewood. To everyone who visits our house, I never tell them to turn onto Inglewood from our street given the blind turn and that is the case for the current proposed location and many other streets along Inglewood. Our community deserves a safe environment that encourages healthy, active lifestyles rather than one that prioritizes convenience over safety.

In closing, I urge you to reconsider the long-term implications of allowing a McDonald's into our community. Let us stand together to protect the character of Hawthorne, protect this corner of Hawthorne, prioritize local businesses, and safeguard the health and safety of our residents. I urge you to trust those of us who live here, who can speak to the local tapestry and who care deeply about our city and our pocket within the city.

Thank you for your consideration.

Amy Gross
Hawthorne resident and homeowner within two blocks of the proposed site

From: Dan Koentopp
To: Bermudez, Anais
Subject: No McDonalds
Date: Tuesday, November 5, 2024 7:28:47 PM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Hello,

I live on 136th street in Hawthorne, just off of Inglewood Blvd, and I am extremely upset to hear that a McDonalds (of all things!) is planned to go in at 134th street and Inglewood Blvd.

I keep hearing in all of the recent local elections that Hawthorne will do better at attracting business that support the city and our communities. If we want to support the people of Hawthorne why not install a community garden? It would feed the people with healthy food, healthy relationships, a positive place to teach and learn while promoting our home, and help our planet.

Putting a McDonalds there does the exact opposite! Yes it feeds people, and employs a selected few, but the impact it will have on our community is awful. In proximity to that location are a handful of beautiful mom and pop restaurants that have fed our community for decades and are staples in our neighborhood and we count on these places to help make our community a positive place to live. These local restaurants and establishments will loose business and suffer with a McDonalds moving in. I've seen Walmart move into rural towns and completely disrupt the local community, which in turn brings problems like crime, drugs, garbage, sickness', etc.

Please fight to keep our community safe and clean! We urge you! If you want a better city, support your community and the people who live in it, including our children! Please resist the plan to put a McDonalds in our neighborhood. There are so many better options that support positive change in our Hawthorne neighborhood.

Thank you so much for your time and for hearing our prayers and concerns.

Dan Koentopp
https://urldefense.com/v3/__http://www.KoentoppGuitars.com__;!!AJ9uMCoutaRwmg!PFeEiwq0w1vlQ68OI4qGqZ61_PUEY-gJHkNxH_yP88hrrbmfW0owsmx0yDxPp1Q9OLQzHJA-2Tx68e3L4j7gBH26pw$
773.859.0157

From: Regina Macleod Cerda
To: Bermudez, Anais
Subject: Proposed McDonalds on Inglewood Avenue and 134th Street
Date: Tuesday, November 5, 2024 3:40:32 PM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

To Whom It May Concern:

I am writing to voice my opposition to the proposed McDonalds at Inglewood Avenue and 134th Street in Hawthorne. Inglewood Avenue is too narrow with only 2 lanes in either direction to even have the increased traffic be manageable. As is, when someone needs to turn left and there isn't a marked left turn turning lane, the traffic back up can go several blocks. You can't have the exit or entrance driveways on either residential street because the streets are narrow with parking on one side. This project is ill planned and definitely ill advised. There is no reason to increase traffic on a street that frequently ends up with bottlenecks during peak hours. Also, on the opposite side a block or two away, they are already planning on building an apartment building that will have no parking for its tenants, so that is even more people in an already congested area.

This is not a project that Hawthorne should be supporting. This does not help with the health of the citizens nor does it show any possible increase in the property values surrounding the area. Instead of fast food and oversized apartment complexes, perhaps the City of Hawthorne would be better off trying to get the old mall demolished and those acres built into useful businesses to help our city thrive - instead of a fast food joint that will just cause more headaches.

Please confirm receipt. Thank you.

Sincerely,
Regina Macleod Cerda
Resident of Hawthorne
142nd Street and Ramona

From: foairborn
To: WEB - Planning Department
Subject: McDonald"s Drive-thru apposition
Date: Thursday, December 5, 2024 6:17:26 PM
Attachments: Letter McDonald"s Drive-thru Hawthorne.docx

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Good Morning Sir/Mada'm,

I am attaching my apposition against developing a drive-thru on 133rd st and Inglewood. Please let me know that you have received this email and letter. Thank you so much.

Respectfully,
Sam Shofani
Semper Fi
310-956-5708
"What you do speaks so loudly that I cannot hear what you say" -Ralph Waldo.

Sam Shofani
4818 W. 133rd St
Hawthorne, Ca 90250
foairborn@aol.com
10/26/2024

City Planning Department
4455 West 126th St
Hawthorne, Ca 90250

Dear City Planning Department,

I hope this letter finds you well. I am writing to express my concerns regarding the proposal for a drive-thru facility at the intersection of Inglewood and 133rd Street in our community. While I recognize the potential benefits of such developments, it is crucial to carefully consider the implications on our neighborhood's safety and traffic flow.

Currently, Inglewood Avenue, which consists of two lanes on both sides, already experiences a high volume of traffic and is prone to accidents. Adding a drive-thru in such a congested area would likely exacerbate the situation, resulting in increased vehicle queues and delays that can spill over onto Inglewood. This will not only frustrate drivers but could lead to more accidents due to the abrupt changes in traffic patterns and the potential for rear-end collisions as vehicles stop suddenly or weave through traffic.

Furthermore, 133rd Street, a residential street with only one lane, presents significant safety risks for pedestrians. The increased vehicle volume from a drive-thru would create a dangerous environment where pedestrians—particularly children and seniors—are at a greater risk of injury. With the current traffic conditions and existing accidents on Inglewood Avenue, I am deeply concerned that the introduction of more cars will further compromise the safety of our community members who are walking, biking, or simply trying to navigate their own neighborhood.

Moreover, the nature of drive-thrus often encourages distracted driving, as drivers may be preoccupied with ordering, which can lead to additional safety hazards. The combination of increased traffic on both Inglewood and 133rd, coupled with the heightened risk of accidents, would create an unsafe environment for everyone in the area.

In light of these pressing concerns, I strongly urge the city planning department to reconsider the placement of a drive-thru in this location. It is vital that we prioritize the safety and well-being of our residents by exploring more suitable locations where such facilities will not pose a risk to public safety or contribute to existing traffic hazards.

Thank you for your attention to this important matter. I appreciate your efforts in planning for a safe and functional community and would welcome the opportunity to discuss this issue further.

Sincerely,

Sam Shofani
310-956-5708
foairborn@aol.com

From: Kat Kirsch Alford
To: Bermudez, Anais
Subject: In Dissent of McDonald"s
Date: Wednesday, November 6, 2024 9:53:43 AM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Hi Anais,

Writing as a resident of Hawthorne to voice major concerns for the addition of McDonald's on Inglewood. The street is too narrow. We do not need another unhealthy, global corporation in our community. We need to do better. The smell alone from that restaurant is nauseating. How awful for the neighbors. Let's raise up small businesses instead of squeezing them out. I love Dino's and Cougars and Zacatecas. I try my very best to spend my dollars in Hawthorne but the city makes it too easy to shop in Manhattan Beach, Lawndale and Redondo.

Please do not move forward with this project.

-Kat Alford, Hawthorne resident

From: Lucy Ravitch <lucyravitch@gmail.com>
Sent: Tuesday, November 19, 2024 12:17 PM
To: Cohens, Ruby <rcohens@cityofhawthorne.org>; Houston, Jennifer <jhouston@cityofhawthorne.org>; Richard, Ryan <rrichard@cityofhawthorne.org>; McClain, Gregg <GMcClain@cityofhawthorne.org>
Subject: As owner of triplex 4757 W 133rd St. Please do not approve a McDonalds on Inglewood Ave

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Hello Planning Commissioners and Planning Director,

My name is Lucy Ravitch and my husband and I own 4757 W 133rd St. We lived in part of the triplex from 2006-2020 and raised 5 kids there. In 2020 we moved to NW Montana and have a manager that lives nearby to help with the property. I have great families and individuals as tenants. I am strongly opposed to having a McDonald's steps away from our property.

Please consider these points--this CNN article attests that urban fast food restaurants have many downsides: https://www.cnn.com/2023/06/24/business/drive-thru-fast-food-chick-fil-a-urban-planning/index.html

- **Too much traffic**: From the article "chains trying to address congestion by adding more lanes just encourage more cars to come." We have far too narrow roads to accommodate that much traffic. There are already 2 traffic lights on Inglewood Ave at 132nd (where the streets do not cross evenly through Inglewood Ave) and one at 135th. Both 133rd and 134th do not have traffic lights and putting in a busy fast food chain will be horrific for intersections of Inglewood and those narrow neighborhood streets. It's dangerous for pedestrians and bicyclists with that much car traffic.
- **Too much trash, bright lights, and noise**: It would be great if everyone used trash

receptacles properly, but with all that business going on, many people will be dumping their trash out their windows. The bright lights will also be an annoyance at night, along with all the continual car noise (and exhaust fumes).

I am glad about the potential to have the trailer park site be beautified, but not to a high traffic drive thru restaurant. A dining restaurant with parking would be much prefered.

Thank you for reading and listening to the neighbors around the site in question.

Lucy Ravitch
310-980-7234

From: Rob McQueen
To: WEB - Planning Department
Subject: Request for CEQA Documents for Proposed McDonald's Project on Inglewood Avenue
Date: Tuesday, November 19, 2024 8:24:58 AM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Dear Hawthorne Planning Department,

I hope this message finds you well. I am writing to request information about the proposed McDonald's project located on Inglewood Avenue, between 133rd Street and 134th Street. Specifically, I would like to review any available California Environmental Quality Act (CEQA) documents associated with this project, including but not limited to:

- Initial Studies (IS)
- Negative Declarations (ND) or Mitigated Negative Declarations (MND)
- Environmental Impact Reports (EIR)

As a resident in close proximity to the proposed site, I am particularly interested in understanding the potential environmental impacts of the project, such as traffic, noise, and air quality, as well as any proposed mitigation measures.

Could you please let me know how I can access these documents? If these materials are not yet publicly available, I would appreciate any guidance on the project's status within the CEQA review process.

Thank you for your time and assistance. I look forward to your response.

Best regards,

Rob McQueen
rwmcq@icloud.com

From: Tony Isaia
To: WEB - Planning Department
Subject: To Planning Dir. McClain / MCDONALD"S , Planning Comm Mtg., Nov. 20th
Date: Thursday, November 21, 2024 3:03:57 PM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Good evening:

I attended and presented at last night's Commission meeting, and live on 135th, near the project site. I was dismayed at the Commission's approval of this project, although not surprised, b/c I'm a retired City of LA City Planner and have some experience with municipal government and Commissions.

As you have assuredly been apprised of the outcome of the meeting, you're aware that 99% of the speakers disapproved of the project, mostly due to the traffic issues, and in my case, simply the desire to see better design / architecture. As a resident of Hawthorne for the past half-century (my family moved here in '74), you can imagine how frustrating it is to voice your opinion, and have it fall on deaf ears. I'm aware that the Commission doesn't necessarily have a say in terms of which restaurant is chosen, but it seems like they weren't even aware of the fact that they could ask for modifications or a Continuance. It seems to me that this is the very LEAST they could do, in deference to the fact that our neighborhood has some very valid concerns. With this in mind, I have a few specific questions for you:

1. Is this decision appealable to the Mayor or any body? Does the Mayor have veto power?

2. Modifications:

a. my neighbors and I had some issues with the driveways on 133rd and 134th; possible to eliminate these and have a simple egress and ingress on/ from Inglewood? (Staff's rationale is that if approaching the site from s/b Inglewood Ave., traffic would then back up……however, traffic will back up ANYWAY if attempting a left turn from Inglewood onto 134th - and COLLIDE with traffic heading westbound on 134th, as the street was constructed in 1924, and is very narrow). Naturally, a prominent "Entrance" monument sign would be necessary at the Inglewood driveway.

b. The applicant DID make a proposed concession to reduce the hours from 24-hr.

to closing hours from Midnight to 5am. Can we make this official?

c. Would it be possible to eliminate the drive-through portion of the project? (I realize that this was already approved, but perhaps can be modified or rescinded?).

d. A Commissioner had mentioned a possible Sight-Distance issue with a proposed tree on 133rd, adjacent to the exit dwy……May I suggest a small shrub there, no higher than 2 ft? Very difficult to make left turns ANYWHERE around the project site due to blind corners, as was discussed at the meeting.

In summary, since the project has its approval, I'm simply proposing some necessary modifications to ameliorate the major impacts on our neighborhood. Again, my neighbors and I recognize the issues here, and are attempting to rectify some of the problems that will certainly occur in the future.

Thank you for your kind attention in this matter.

A concerned neighbor,

A. Isaja-Formiica

From: Merrill Barr
To: WEB - Planning Department
Subject: McDonalds Traffic Safety on Inglewood Ave. between 133rd & 134th
Date: Friday, November 22, 2024 11:41:42 AM
Attachments: image0.jpeg

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Hello,

I am very concerned about the traffic safety on Inglewood Ave in regards to the proposed McDonalds.

If McDonalds is willing to put in the crosswalk, then why can't they put in a left turn lane on Inglewood for that block for safety as well? (I have attached a marked up photo for reference.) What I heard the council say was that all our traffic safety concerns are not McDonalds problem. They are already an existing problem with Inglewood, 133rd and 134th. Solutions to those traffic problems need to go to City Public Works to be studied. But McDonalds is willing to put in the crosswalk for safety, then they should also put in the left turn lane for safety.

Specifically, it would allow for safer turns from southbound Inglewood drivers to stack up waiting for the left turn without blocking the two lanes of traffic going southbound. Getting rear-ended while waiting to make a left is a serious issue on that section of Inglewood Ave. Yes, that condition exists now, but when McDonalds is proposing a drive thru that will substantially increase the volume of left turners, the problem needs to be addressed proactively.

The left turn lane would also allow for the exiting drivers to make the left into the shelter area then merge into southbound Inglewood traffic. For sightlines, they were already saying that there would be no street parking on Inglewood in front of the McDonald's block.

Thank you in advance for your efforts to make our neighborhood safer.

Regards,
Merrill Barr
Ramona Tract Resident

From: Nichols Brown <nichols.f.brown@gmail.com>
Date: November 23, 2024 at 11:26:40 AM PST
To: "Vargas, Alex" <AVargas@cityofhawthorne.org>, "Manning, Katrina" <kmanning@cityofhawthorne.org>, "Reyes English, Angie" <aenglish@cityofhawthorne.org>, "Monteiro, Alex" <amonteiro@cityofhawthorne.org>, "L. David Patterson" <dpatterson@cityofhawthorne.org>
Subject: Please approve and support the McDonalds Project on Inglewood and 133rd

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

To Hawthorne City Leadership,

I am a homeowner and resident in the Ramona Tract living a few blocks from the proposed McDonald's project at Inglewood Blvd and 133rd St. which was approved to go forward at last Wednesday's City Planning meeting.

I am writing to urge you to approve this project and let it go forward as soon as possible as no matter what development is proposed for the site the NIMBYs will oppose it. This McD Project is the best realist alternative for this vacant plot.

The other realistic alternatives are to leave the eyesore of a plot vacant, apparently there is some (possible) interest to build a 30-unit condo or apartment though there is no deal here ready to go, or approve the McDs Project which is real and ready to go.

No matter what you build, if it is attractive to people, it will bring traffic and parking issues (likely worse ones if it were a 30 unit building as some of the people out to oppose this project mentioned that they had a condo built by them and they complained about its traffic and parking), could take many more years of construction disturbance (if it were a 30 unit building they would have to build underground parking which is good but construction would take about 5 years vs 1 year for a McDs), and the vacant lot attracts more homeless or illicit activities than a new, brightly-lit, clean McD would (at least if there is an owner actively using the lot they will take care of it more).

I know that at the City Planning meeting people voiced that they just don't like McD food or think it is not nutritious, this may be true but of course they don't have to eat there, but more importantly no other restaurant is proposing to build

there so it is a moot point. Yes, there are lots of McD's; that is because there are lots of people that like them, the McD corporation obviously sees unmet demand for them in our area and who are we to judge what others want to purchase. It is not that we get to choose which restaurant will build there, it is this or leave the lot vacant possibly to stay an eyesore and lowering our area for decades (it has already sat empty for decades).

There were also other concerns that people didn't like all the pot dispensaries, this obviously is not a pot dispensary but rather a wholesome business that does not sell any drugs or even alcohol which could bring a roudier crowd.

Lastly, the owner of Dino's was hoping his business would be protected from this competition (though then he thought it might help him if it attracts people to the area that find his business and prefer it) as he has 10 workers and he is afraid he cannot compete against the 30 new jobs paying on average $30 a hour at McD, much higher wages than he pays. I feel for the Dino's owner, running a business is difficult, but Dino's is not a charity and should not be protected from competition. From the perspective of the city it is certainly foolish to protect 10 lower-paying jobs and oppose 30 higher-paying jobs plus the additional tax base from increased property values and sales taxes.

A new, shiny McDonalds would be a huge improvement over the status quo in that lot (it is not like we are destroying virgin land, a park, or some historic building) and would have wonderful externalities. The NIMBY's are right that a McDonald's brings people and this could benefit the other businesses in that area, including other restaurants that offer other alternatives (no one eats McD for every meal). This could hopefully spur investment in the area of what is a street, that while it has some wonderful businesses, is in need of revitalization.

Most residents in ramona Tract will have little opposition to developing that empty, eye-sore site (though there are probably as many ideas of what would ideally go there as there are residents, I want more tennis courts :-) but you are only going to hear from the NIMBY crowd that will tell you extreme things like that if there is a McD is built their kids nutrition will be ruined (yet think Dino's is fine), or their kids will die due to being run over by car because their kids play on the street (really on Inglewood? maybe more traffic will save their lives as they will stop playing on the street), or it will attract homeless that will kill them (the vacant lot already attracts homeless, and the homeless are not particularly dangerous), or they will lose their jobs because they will always be late due to the traffic (please just turn east on 133rd of 134th instead of left and and skip the McD traffic). Please consider the more silent citizenry that is happy to have this project as it is an improvement over the status quo and the best alternative that is available.

Thank you for your consideration,

Nichols Brown
129th St.

From: NANCY RESENDEZ
To: Bermudez, Anais
Subject: McDonald's on Inglewood Ave.
Date: Saturday, October 26, 2024 7:35:24 PM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

People in Wiseburn don't want a McDonald's in the center of our neighborhood. Inglewood Ave is a small street. The traffic it will bring will cause a problem not only on Inglewood Ave but in our neighborhoods.
Can't it be put somewhere on Hawthorne Blvd?
Nancy Resendez
Wiseburn

From: Mindy
To: WEB - Planning Department
Subject: McDonald's on 134th/Inglewood
Date: Sunday, October 27, 2024 7:25:29 PM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Good afternoon,

I am reaching out to you regarding the McDonald's that is planned to be developed on 134th street and Inglewood ave. I am a homeowner and mother on 134th street(4627 W 134th St), and I DO NOT approve of a McDonalds being build on that property.

1. A McDonald's would increase the traffic on an already congested street.
2. That turn on 134th is already SO dangerous and adding in more traffic/drive-through will create dangerous situation on our street.
3. A fast food chain is the last thing we need! This will not improve our quality of life in Hawthorne.
4. Use that space for a park! Something that is shared by the community.
5. My family is planning on staying in Hawthorne for the long-term for our children to grow up in, but now with this McDonald's on our street, we are thinking about where else we can move to.

PLEASE LISTEN TO HAWTHORNE RESIDENTS! I beg of you! We do not need a McDonald's……

Sincerely,

A very concerned Hawthorne resident

From: aliah G
To: Bermudez, Anais
Subject: Re: McDonald's on 134th & 133rd
Date: Monday, October 28, 2024 5:26:22 PM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

In addition to these ideas a gardening center for children and adults to learn to garden there, the area is very large so I don't think there would be a problem with constructing these establishments.

On Mon, Oct 28, 2024 at 5:22 PM aliah G <aliahgar19@gmail.com> wrote:

> Hello Anais,
> The number on the paper we received seemed to be disconnected but I would like to share my opinion on the matter. I don't agree with a McDonald's being built in this part of Hawthorne. We already have small businesses all around and sometimes traffic can get hectic, adding a McDonald's would only make it worse. I believe if the space must be used to place something more valuable, beautiful, and helpful for the environment. Last I saw a man made the side walk beautiful by planting fruit trees and flowers before the city removed it. I think instead there should be a nursery added or a park with many plants and trees. that would create a better space everyone.
>
> Thank you,
> Aliah Garcia

From: Mindy
To: WEB - Planning Department
Subject: 134th street/ Inglewood ave
Date: Tuesday, October 29, 2024 9:54:12 AM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Good morning,

I am writing to you regarding the proposed planning for the commercial property on 134th St. and Inglewood Avenue. I live on 134th st in between Inglewood Avenue and Ramona Avenue.

It has come to my attention that a McDonald's may be moving in that corner lot on Inglewood Ave. I am also told that it could be a dense commercial apartment building. As a homeowner on the street that will be affected, do we have a choice of what will go in that space? As the planning commission of the city of Hawthorne, will you allow the residence to "vote" on the options presented?

I'm genuinely wanting to get involved with the outcome of my neighborhood.

Thank you

From: Erik Martin
To: Alex Vargas; angie4hawthorne@yahoo.com; Monteiro, Alex; L. David Patterson; Manning, Katrina; Norris, Von; WEB - Planning Department; McClain, Gregg; Torado, Dweejal; Zeshaan Younus; Lugo, Oscar; Katie Weaver; Wilkeson Scott; Jackson Schuyler; Bermudez, Anais
Subject: Re: Development on Inglewood between 132nd & 133rd (Old Trailer Park)?
Date: Tuesday, October 29, 2024 1:24:42 PM
Attachments: image.png

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Hello,

Ahead of the November 6th Public Hearing, neighbours on 133rd wanted me to resend our proposals. We ask that you think about the traffic increase on the Ramona throughway and 133rd. Zeshaan mentioned to us all that their traffic study did not take into account Ramona Ave so we hope traffic is being viewed holistically rather than just from Inglewood Ave. Here's a reminder of what we asked for - plus one additional ask.

Proposals from the neighbors:

- **133rd Mcdonalds exit left to Inglewood Ave + making this either a one way exit or entrance not both**
  - El Segundo Blvd Mcdonalds managed to get a one way entrance from Jefferson Ave. – not an exit and entrance
- **Dedicated left turn lane into McDonalds southbound on Inglewood.**
  - Currently, if I make a left southbound on Inglewood to 133rd cars behind me don't stop behind me and try to switch to the right hand lane at high speeds because they don't want to get stuck behind me.
- **Ramona Elementary - Dedicated left turn lane southbound on Inglewood on 136th street to Ramona Elementary**
  - We bring this up because left turns southbound on Inglewood slow down all the traffic and we expect school parent drivers to **use Ramona** in the morning to avoid Inglewood.
- **Unhoused problem**
  - Very few businesses on Hawthorne Blvd take care of their parking lot and we have an unhoused problem on our street
  - The 24 hr car wash on 13618 S. Inglewood is a hangout spot for the unhoused - this business has been the root of our homeless problem
  - Business trash cages – Oscar Lugo told us the unhouse break into the trash cages on Hawthorne Blvd, there have to be higher standards for these business' trash areas. Both to be cleaner and locked up

Repave 133rd between Ramona and Inglewood - our street is uneven and filled with patchwork done to multiple potholes to to heavy traffic on our street.

On Thu, Sep 12, 2024 at 4:45 PM Erik Martin <erik.martin3333@gmail.com> wrote:

> Hello,
>
> Gregg, thank you for connecting our neighborhood with Zeshaan Younus (McDonalds

Representative). Neighbors on 133rd had a vibrant discussion with Zeshaan and asked for a few considerations before moving forward with the development.

The main discussion point on the block has been traffic on 133rd. We hope 133rd doesn't become the main entry or exit way. We expect more traffic northbound and southbound from Ramona to 133rd and into McDonalds - Zeshaan explained that their traffic study did not go as far out to Ramona Blvd – as you have heard from me before, we have speeding issues downhill southbound on Ramona Ave.

Additionally, we don't want Ramona Ave to become congested because drivers want to avoid McDonalds traffic on Inglewood Ave - also, we expect drivers use Ramona to get to 133rd or 134th to get into the McDonalds.

Some neighbors even suggested asking the city for a dead end before getting to Inglewood when you head west on 133rd - not too much enthusiasm with this at the moment.

Proposals from the neighbors:

- **133rd Mcdonalds exit left to Inglewood Ave + making this either a one way exit or entrance not both**
  - El Segundo Blvd Mcdonalds managed to get a one way entrance from Jefferson Ave. – not an exit and entrance
- **Dedicated left turn lane into McDonalds southbound on Inglewood.**
  - Currently, if I make a left southbound on Inglewood to 133rd cars behind me don't stop behind me and try to switch to the right hand lane at high speeds because they don't want to get stuck behind me.
- **Ramona Elementary - Dedicated left turn lane southbound on Inglewood on 136th street to Ramona Elementary**
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  - Very few businesses on Hawthorne Blvd take care of their parking lot and we have an unhoused problem on our street
  - The 24 hr car wash on 13618 S. Inglewood is a hangout spot for the unhoused - this business has been the root of our homeless problem
  - Business trash cages – Oscar Lugo told us the unhouse break into the trash cages on Hawthorne Blvd, there have to be higher standards for these business' trash areas. Both to be cleaner and locked up.

Thank you and good luck to all of those running a campaign this fall.

On Tue, Mar 5, 2024 at 10:53 AM Erik Martin <erik.martin3333@gmail.com> wrote:

> Hello,
>
> Former Mayor Guidi has informed our neighborhood of a proposed development at this site and I've been tasked by a few neighbors to inquire about the plans. No one has real information on this and we don't want to continue to speculate. COULD SOMEONE

PLEASE CONNECT US TO THE RIGHT PERSON AT THE CITY SO WE CAN WORK TOGETHER BEFORE THIS IS DEVELOPED?

We have concerns after finding out about the development on 138th and Inglewood (on the county side) - which includes limited parking for the residents.

We'd like to voice our concerns and work together to make sure this is developed properly and doesn't impact the characteristics of our neighborhood.

1) Traffic & Speeding: As you know, I've reached out about heavy traffic on Ramona Ave and the speeding - a development like this would require more steps to mitigate the dangerous traffic conditions in our neighborhood.

2) Crime - As you know we are already bookended by dense apartments on the Inglewood and Hawthorne side and have to deal with the problems in the parking lot / alley behind the Hawthorne Blvd businesses (Near planet fitness and dennys).

- A few years ago there was an illegal casino on 133rd and Hawthorne that increased crime.
- We have had issues with tenants in low income housing on 133rd and Inglewood and have had to ask the landlord to evict TWICE.

3) Parking

Here is a picture of the location.

We have a ton of traffic and multiple accidents when people make a left to Inglewood Blvd where that purple car is next to the Westbrook mural.

When we make a right from Inglewood into the neighborhood toward the Westbrook mural we often have cars parked and we abruptly have to stop with tInglewood traffic speeding behind us.
Most of these parked cars are waiting for residents from the apartment building on the left.

image.png



Thanks again for everything you do for our city.

--
Erik R. Martin

--
Erik R. Martin

--
Erik R. Martin

From: Jessica Stone
To: Bermudez, Anais
Subject: Proposed McDonalds on Inglewood Ave
Date: Thursday, October 31, 2024 9:43:47 PM

ATTENTION: This email originated from outside of the City of Hawthorne's email system. Do not click links or open attachments unless you fully recognize the sender and know the content is safe.

Hi there,

It has come to my attention a proposed McDonalds establishments is being reviewed for Inglewood Ave. As a resident at 133rd and Inglewood I can not express how strongly we are against this. This is already a very busy and congested street, full of accidents or near misses. It's a street that requires attention and certainly proper development but a McDonalds would be the wrong direction. A McDonalds would not bring the type of traffic nor consumer to the area that would make it safer for our family. This puts my family and small children at risk as this is not the type of establishment that heartens an area. Our family stands firmly against this proposed development.

Jessica Stone
4856 W 133rd St, Hawthorne, CA 90250

November 5, 2024

City Council for the City of Hawthorne

RE: Proposed Mc Donalds Development Inglewood Ave & 133rd St.

I have lived in Hawthorne for 64 years and on 133rd St near Inglewood for 54 years. This neighborhood has enjoyed the peace and tranquility of what makes living in the *"City of Good Neighbors" so attractive*. While we certainly all are for a reasonable use of the large tract of land being proposed as a McDonalds, it fails to on so many aspects to be in the best interest of the citizens of Hawthorne, for which you as a city council, have been elected oversee. Besides any possible monetary benefits in the form of taxes I do not see how this development serves the people of 133rd St or 134th St. directly or the citizens of Hawthorne generally. It my understanding that traffic exits are being required on 133rd St and 134 St. I personally undertook the process to petition to have speed bumps installed on 133rd St due to the high number of vehicles speeding in both directions. A high traffic business such as Mc Donalds will certainly increase the volume of traffic regardless of any sign postings to direct vehicles not to head east on 133rd or 134th ST.

As elected city officials you are ethically and legally required to act in the best interest of the citizens who elected you and for whom you serve. You have a "fiduciary duty." and are bound to make decisions that are in the best interests of the citizens, as well as uphold the law, and ensure that the city's resources are used effectively and fairly. Essentially, you are the stewards of the community's well-being, and must prioritize transparency, accountability, and the overall good of the constituents in your actions and decisions.

It is your duty as the city council to present to the citizens any argument that supports why this council believes the Mc Donald's project would benefit the nearby residents of the proposed development specifically and the citizens of Hawthorne in general.

Would not the City, perhaps, purchasing this property for a park, where all citizens might enjoy a little reprieve, be more in line as a measure that benefit the citizens of Hawthorne?

Please frame your decision on this matter in the light of what is best for the people for which you have been elected to serve to be our voice in these types of matters.

Respectively,

Frank Di Pasquale

Frank Di Pasquale
4635 W 133rd St
Hawthorne, CA 90250

AGENDA ITEM NO. 11.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Police Department

City Manager: **Department Head:**

SUBJECT:
Microsoft Enterprise Software Licensing Agreement - Three year renewal of licensing, services, and support via Dell Technologies (custodian of the Riverside County / California State Government purchasing agreement)

RECOMMENDED MOTION:
Council approve the three-year Microsoft Enterprise Agreement renewal to Dell Systems

DISCUSSION:
The City of Hawthorne is standardized on the use of Microsoft products to power its operating systems, server environments, and productivity tools, including the Microsoft Office suite (Word, Excel, PowerPoint, etc.), both on-premises and cloud-based. This standardization ensures operational consistency, compatibility, and efficiency across all departments while supporting modern IT infrastructure needs.

The Microsoft Enterprise Software Licensing Agreement provides public agencies with volume-based pricing, upgrade rights to the latest software versions, and access to a suite of online tools and services. This three-year renewal, spanning January 1, 2025, to December 31, 2027, will secure support and licensing for Windows 11 Enterprise, ensuring a secure and standardized operating system for workstations, as well as Windows Server to maintain and enhance the City's on-premises infrastructure. It also includes Exchange Online for email services, offering enhanced security, scalability, and integration with other Microsoft tools.

The City will procure this agreement through the Riverside County statewide enterprise purchasing contract hosted by Dell (MSA #8084445). This cooperative purchasing arrangement allows the City to benefit from the collective buying power of participating agencies, ensuring highly competitive pricing and advantageous terms. Beyond immediate licensing needs, the agreement positions the City to continue the deployment of cloud based technologies, such as SharePoint / OneDrive and other advanced collaborative tools, further enhancing operational efficiency and information sharing across departments.

This renewal ensures the City has the necessary software licensing to maintain secure, reliable, and efficient operations while supporting key technology infrastructure needs, including advanced cybersecurity measures like Multi-Factor Authentication and centralized administrative tools for effective management of devices, users, and applications.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
N/A

FISCAL IMPACT:
Funds for this current year's purchase plan exist in the FY '2024/2025' budget line; subsequent annual costs/payments will be budgeted for accordingly @ $101,417.02

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act.

ATTACHMENTS
Dell MSFT EA Quote
Riverside County MSFT Enterprise Agreement

Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
512.720.4469

Microsoft Enterprise Agreement (EA) #: TBD; current EA ends 12/31/24
Customer: City of Hawthorne Police Department
Current EA: **8208479**

Date of Issue: 11/26/2024
Quote Expires: 12/31/2024

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
Enterprise Products / Online Services					
O365 G1 GCC Sub Per User	U4S-00002	325	12	$8.78	$34,242.00
O365 G3 GCC Sub Per User	AAA-11894	30	12	$21.05	$7,578.00
CCAL Bridge O365 Sub Per User	AAA-12414	355	12	$1.71	$7,284.60
Office Professional Plus ALng SA	269-05704	180	*(annual)*	$123.67	$22,260.60
Win Enterprise Device ALng SA	KV3-00368	180	*(annual)*	$50.04	$9,007.20
					$0.00
	Additional Products				
Visio Standard ALng SA	D86-01253	10		$58.03	$580.30
Win Server DC Core ALng SA 2L	9EA-00278	64	*(128 cores renew)*	$142.27	$9,105.28
Win Server DC Core ALng LSA 2L	9EA-00039	8	*(16 cores future)*	$331.92	$2,655.36
Win Server Standard Core ALng SA 2L	9EM-00270	32	*(64 cores renew)*	$21.84	$698.88
Win Server Standard Core ALng LSA 2L	9EM-00562	32	*(64 cores future)*	$51.70	$1,654.40
	Additional Online Services				
Entra ID P1 Gov Sub Per User	MQM-00001	100	12	$4.67	$5,604.00
Power BI Premium USL GCC Sub Per User	6U1-00004	4	12	$15.55	$746.40

Total Annual Payment Yr 1	**$101,417.02**
Total Annual Payment Yr 2	**$101,417.02**
Total Annual Payment Yr 3	**$101,417.02**
Grand Total	**$304,251.06**

Notes:

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.

2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.

3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.

4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.

5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.

6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.22
(ID # 25566)
MEETING DATE:
Tuesday, September 10, 2024

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Licensing Solution Providers (LSPs) Agreements with SHI International Corp., Insight Public Sector. Inc, Crayon Software Experts., Zones LLC., CDW Government LLC, Dell Marketing LP, and Softchoice Inc. to provide Microsoft products and services to all governmental entities within the State of California using the County of Riverside's Enterprise Agreement no. 8084445 from November 1, 2024, through October 31, 2027, with the option to renew for three additional years through October 31, 2030, All Districts. [RCIT ISF Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Licensing Solution Providers (LSPs) Agreements with SHI International Corp., Insight Public Sector. Inc, Crayon Software Experts., Zones LLC., CDW Government LLC, Dell Marketing LP, and Softchoice Inc. to provide Microsoft products and services to all governmental entities within the State of California using the County of Riverside's Microsoft Enterprise Agreement no. 8084445 from November 1, 2024, through October 31, 2027, with the option to renew for three (3) additional years through October 31, 2030;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, and as approved as to form by County Counsel, to sign amendments that exercise the options that stay within the intent of the LSP Agreements; and
3. Authorize the Chair of the Board to sign three (3) copies of the Licensing Solution Providers (LSPs) Agreements on behalf of the County and direct the Clerk of the Board to retain one (1) copy of each of the Licensing Solution Providers (LSPs) Agreements and return two (2) copies of each of the Licensing Solution Providers (LSPs) Agreements to RCIT for distribution.

ACTION:

Jim Smith
Jim Smith, Chief Information Officer 8/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	September 10, 2024
xc:	RCIT

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: Revenue (1% of all enrollments)			**Budget Adjustment:** No	
			For Fiscal Year: 24/25-27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is to approve the Licensing Solution Providers (LSPs) agreements with SHI International Corp., Insight Public Sector. Inc, Crayon Software Experts., Zones LLC., CDW Government LLC, Dell Marketing LP, and Softchoice Inc. to provide Microsoft products and services to all governmental entities within the State of California using the County of Riverside's Enterprise Agreement no. 8084445 (the "Master Agreement") from November 1, 2024, through October 31, 2027, with the option to renew for three (3) additional years through October 31, 2030.

On September 25, 2001 (Agenda Item 3.29), the Board of Supervisors approved all departments in the County of Riverside to enroll in a statewide Microsoft Enterprise Agreement to lower costs and receive the deepest discount available. As a result, the County became the lead agency in managing a statewide Microsoft Master Agreement that provides software licensing across the State of California to government agencies. An agreement of this nature allows for government agencies of any size to lock in pricing for the length of their enrollment, the ability to amortize the cost of new licenses over the length of the contract, and the flexibility to raise and lower commitments on hosted services during the annual license true-up period.

On October 22, 2019 (Agenda No. 3.16), the Board approved the renewal of the statewide Microsoft Enterprise Agreement with ten licensing solutions providers (LSP) to enroll other Government Agencies in Microsoft Enterprise Agreement #8084445 from November 1, 2019, through October 31, 2021. The Purchasing Department and each LSP later amended these agreements in 2020 to be effective from November 1, 2019, through October 31, 2024.

These Licensing Solution Provider Agreements (the "Agreement") are intended to be available and leveraged by government agencies throughout the State of California (the "Enrolled Affiliates"). This type of agreement allows agencies to lock in pricing for the length of their enrollment, amortize the cost of new licenses and support across multiple years, provide unlimited access to all Microsoft software, and allow flexibility to raise and lower commitments on hosted services. Like the County of Riverside, other government entities are challenged to keep their software current while minimizing the associated costs.

The County of Riverside Microsoft Master Agreement is used by all county agencies for the purchase of Microsoft software licenses, software maintenance, cloud services, and professional services. Common desktop products that are purchased include but are not limited to Microsoft Windows, Microsoft Office, Microsoft Visio, and Microsoft Project. Common enterprise products include but are not limited to Microsoft Windows Server, Microsoft SQL Server, and Microsoft System Center. Common cloud subscription services include but are not limited to Microsoft Office 365, Microsoft Intune, and Microsoft Azure.

Over 900 government agencies utilize the existing County of Riverside Microsoft Master Agreement. The County of Riverside has made significant strides toward setting enterprise software and licensing standards, emphasizing consolidated agreements. These standards and volume pricing are shared with other government entities across California as more government agencies discover the benefits of entering into a Microsoft Enterprise Agreement.

Impact on Residents and Businesses

There is no negative impact on residents or private businesses. The master agreement provides maximum discounts because of cooperative efforts with various governmental agencies in California. The County of Riverside will benefit from enrollments from other governmental agencies, which will be 1% of the annual enrollment amount per each Enrolled Affiliate.

Additional Fiscal Information

Licensing Solution Providers (LSPs) will be charged 1% of the annual enrollment amount per Enrolled Affiliate to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Unified Support Services, Microsoft Consulting Services, and Microsoft Incident Response.

This will be an annual fee per enrollment, including Affiliates' Shadow Enrollments:

Example - A three-year aggregated agreement with a contract amount of $300K, divisible by three years, will result in an LSP Participation Fee of $1,000 annually ($100K multiplied by 1%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted each calendar year. Payment is due to Riverside County Information Technology thirty (30) days from the invoice date. These costs should not be pushed to the customers and should be absorbed by the LSP as directed in the Licensing Solution Provider Agreement and RFQ no. ITARC-00532

Contract History and Price Reasonableness

Purchasing and Fleet Services, on behalf of Riverside Information Technology (RCIT), released a Request for Quote (RFQ #ITARC-00532) for Microsoft Enterprise Agreement Licensed Support Providers' (LSP) Selection, posted publicly on publicpurchase.com on April 16, 2024, (750) potential vendors were notified, and (58) vendors accessed the bid.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Upon bid closing on May 9, 2024, the County received seven (7) responses. The bid responses were based on a percentage markup from Government level D pricing established by Microsoft and provided to all LSPs. The markup ranges from 1.1% to 5.5% for Microsoft Enterprise Online Services and products and 2% to 7% for Microsoft Incident Response, Unified Support, and Consulting Services. The County team evaluated the responses and decided to award to the seven (7) LSPs who responded to the RFQ to provide support for the entire State of California.

ATTACHMENTS:

A. Licensed Support Provider (LSP) Agreement no. ITARC-00929 with SHI International Corp.
B. Licensed Support Provider (LSP) Agreement no. ITARC-00930 with Insight Public Sector. Inc
C. Licensed Support Provider (LSP) Agreement no. ITARC-00931 with Crayon Software Experts.
D. Licensed Support Provider (LSP) Agreement no. ITARC-00932 with Zones LLC.
E. Licensed Support Provider (LSP) Agreement no. ITARC-00933 with CDW Government LLC
F. Licensed Support Provider (LSP) Agreement no. ITARC-00934 with Dell Marketing LP and
G. Licensed Support Provider (LSP) Agreement no. ITARC-00935 with Softchoice Inc.

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 8/15/2024

Alonzo Barrera
Alonzo Barrera, Principal Management Analyst 8/27/2024

Dave Rogers
Dave Rogers, Asisstant County Executive Officer / CIO 9/4/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 8/27/2024

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LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00929
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
BETWEEN
COUNTY OF RIVERSIDE
And
SHI INTERNATIONAL CORP.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and SHI International Corp., New Jersey corporation authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027 , based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00929 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such

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funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
SHI International Corp.
Attn: Moitrayee Majumdar
290 Davidson Ave.
Somerset, NJ, 08873
Moitrayee_Majumdar@SHI.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.

7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.
Exhibit B: LSP Reporting of Active Enrollments.
Exhibit C: Microsoft LSP Participation Form.
Exhibit D: Microsoft EA Benefits for Government Agencies.
Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the entity is a corporation, the signatures of two corporate officers (the president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

SHI INTERNATIONAL CORP., New Jersey corporation authorized to conduct business in the State of California.

DocuSigned by:
By: Kristina Mann
EA418E789F09404...
Name: Kristina Mann
Title: Sr. Manager - Contracts

Dated: 7/2/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____ Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/8/2024

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Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

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10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:

Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

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Pricing:

1. **Microsoft Enterprise License Subscription and services**

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	1.10
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	1.10
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	1.10
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.10
All products for Select Plus Agreement No.7756479.		1.10
Microsoft Unified Support Services		2.00
Microsoft Consulting Services		2.00
Microsoft Incident Response		2.00

2. **License Support Provider (LSP) Solution Area Specific Capability:**

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	5,000	500-100,000	Yes, Upon Request
Number of successful customer production SharePoint deployments/migrations?	5,000	500-100,000	Yes, Upon Request
Number of successful customer production Teams deployments/migrations?	2,000	500-100,000	Yes, Upon Request
Number of successful customer production Teams Voice deployments/PBX migrations?	100	500-100,000	Yes, Upon Request
Number of people with specialized expertise on technologies listed above	100	N/A	Yes, Upon Request

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	$300.00
Build Intelligent Agents	Yes	$300.00
Machine Learning	Yes	$300.00
Internet of Things	Yes	$300.00
Globally distributed data	Yes	$300.00
OSS Databases	Yes	$300.00
Cloud Scale Analytics	Yes	$300.00
Data Platform Modernization to Azure	Yes	$300.00
Windows Server on Azure	Yes	$300.00
Security & Management	Yes	$300.00
Datacenter Migration	Yes	$300.00
Modern Business Intelligence	Yes	$300.00
Copilot	Yes	$300.00
Biz Apps		
Customer Service	Yes	$300.00
Field Service	Yes	$300.00
Marketing	Yes	$300.00
Talent	Yes	$300.00
Finance and Operations	Yes	$300.00
Business Central	Yes	$300.00
Power Apps	Yes	$300.00
Power BI	Yes	$300.00
Apps and Infrastructure		
Azure Stack	Yes	$300.00
High Performance Compute	Yes	$300.00
Cloud Native Apps using Serverless	Yes	$300.00
Modernize Apps	Yes	$300.00
SAP on Azure	Yes	$300.00
Linux on Azure	Yes	$300.00
Dev Ops	Yes	$300.00
Business Continuity & Disaster Recovery	Yes	$300.00
Windows Server on Azure	Yes	$300.00
Security & Management	Yes	$300.00
Datacenter Migration	Yes	$300.00
Modern Workplace		
User Adoption & Change Management	Yes	$300.00
Security	Yes	$300.00
GDPR & Compliance	Yes	$300.00
Teamwork	Yes	$300.00
Calling & Meetings	Yes	$300.00
Modern Desktop	Yes	$300.00
Office 365 Migration Assistance	Yes	$300.00
Mail	Yes	$300.00
Teams	Yes	$300.00
SharePoint	Yes	$300.00
OneDrive	Yes	$300.00

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Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	**TBD**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Sales Reporting Term: Calendar Year	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

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Exhibit C
MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

RCIT

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	**Payment should be made to:**
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: SHI International Corp.

Name: Moitrayee Majumdar Title: Senior Proposal Specialist

Address: 290 Davidson Ave.

City: Somerset, NJ Zip Code: 08873 Telephone #: 888-764-8888

Fax #: 732-805-9669 Email: Moitrayee_Majumdar@SHI.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Moitrayee Majumdar
Signature

04/26/2024
Date

Moitrayee Majumdar
Printed Name

Senior Proposal Specialist
Title

DocuSign Envelope ID: D1C85720-9C7F-4A8E-8635-A6B1851FAA9E

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software

Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

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Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

RIVCO-8084445-M-AMD2

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

FORM APPROVED COUNTY COUNSEL
BY: [signature] 1/30/2020
SUSANNA N. OH DATE

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	[signature]
Printed First and Last Name*	RICHARD R. HAI
Printed Title	SR. PROCUREMENT CONTRACT SPECIALIST
Signature Date*	01/30/2020
Tax ID	

** indicates required field*

Microsoft Affiliate	
	Microsoft Corporation
Signature	
Printed First and Last Name	Microsoft Microsoft Corporation
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	JAN 29 2020
Agreement Effective Date (may be different than Microsoft's signature date)	Shirley Snyder Duly Authorized on behalf of Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Amendment to Contract Documents

Agreement Number	8084445	RIVCO-8084445-M-AMD2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

Terms and Conditions

1. Definitions. All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"Customer" means the legal entity that has entered into the Agreement;

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"day" means a calendar day, except references that specify "business day";

"Fix" or **"Fixes"** means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"Microsoft" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"Pre-Existing Work" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"Professional Services" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"Service Deliverables" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"Statement of Services" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"**use**" or "**run**" means to copy, install, use, access, display, run or otherwise interact with;

"**Volume Licensing Site**" means http://www.microsoft.com/licensing/contracts or a successor site.

2. ***Services.*** The precise scope of the Professional Services will be specified in a Statement of Services.

Customer or any of Customer's Affiliates may enter into Statements of Services under this Amendment with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. ***Use, ownership, rights and restrictions.***

   a. ***Products.*** Unless otherwise specified in the Enrollment, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement.

   b. ***Fixes and Services Deliverables.***

      i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in the Agreement.

      ii. ***Pre-Existing Work.*** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

      iii. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Amendment.

      iv. ***Affiliates' rights.*** Customer may only sublicense its rights in Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Amendment.

   c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Amendment.

   d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration (**"Sample Code"**) and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

   e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Amendment or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

*4. **Confidentiality.*** Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its representatives who have had access to Confidential Information. Each party agrees that use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Amendment or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

*5. **Compliance with applicable laws, privacy and security.***

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

*6. **Warranties.***

a. ***Limited warranties and remedies – Professional Services.*** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. ***Exclusions.*** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Amendment, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. ***DISCLAIMER.*** **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, merchantability, fitness for a particular purpose, title and non-infringement.**

7. Defense of third-party claims.

To the extent not prohibited by applicable law, the parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it (subject to (subject to 28 U.S.C. § 516 is Customer is a Federal Government agency). The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Amendment (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's license and refund any fees paid for such Fix(es) and Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

c. Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498, if Customer is a Federal Government agency.

8. Limitations of liability.

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services, subject to the following.

a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5000.

b. **Exclusions. In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.**

c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject

to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. ***Term and termination.*** This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. ***Miscellaneous.***

a. ***Notices.*** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. ***Applicable law; dispute resolution.*** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.

c. ***Severability.*** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

e. ***Survival.*** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.

f. ***Microsoft as independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

g. ***Use of contractors.*** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.

h. ***Insurance while performing Professional Services on Customer's premises.*** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

i. ***Amendments.*** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

j. ***No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

k. ***Professional Services payment terms.*** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

l. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Amendment and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

m. **No third-party beneficiaries.** This Amendment does not create and third-party beneficiary rights.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

_Consulting Services Amendment for EA Attach.docx	CTM	CTM-FWK-CTC-AGR	BD

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* *indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for 'Program Availability'. The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds. then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. *Additional notices contact.*

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. *Software Assurance manager.*

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	FORM APPROVED COUNTY COUNSEL
Printed First and Last Name* Ines Mark	BY: NEAL R. KIPNIS DATE 7/17/13
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title*** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title*** **Signature Date***

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer

Email of Preparer

Microsoft Volume Licensing

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"Affiliate" means

a. with regard to Customer

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software,or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Commercial Product service packs);

"License" means Registered Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft entity that has entered into this agreement by accepting Customer's registration;

"Order" means the document Customer or Customer's Affiliate submits under this agreement to acquire Licenses or Services;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Subscription Agreement, or a Select Agreement.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this agreement;

"Reseller" means a large account reseller authorized by Microsoft to resell Licenses in a Registered Affiliate's region under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.**

(i) **License only.** Registered Affiliate's right to run copies of any Product for which it orders only a License is temporary until the Registered Affiliate has paid for that License in full and Microsoft has collected such payment. Thereafter, Registered Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** Registered Affiliate's right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:

1) the Registered Affiliate has paid all installments of the price for such coverage and the Order or renewal term during which such Product Licenses were ordered has expired or been renewed or

2) the Registered Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Registered Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

(iii) **Subscription Licenses.** Subscription Licenses are not perpetual under any circumstances.

d. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product Use Rights.

e. **Non-Perpetual Licenses.** Some Products may be licensed on a fixed term or subscription basis. The right to Use Products licensed on a subscription basis terminates upon expiration of the subscription agreement if it is not renewed.

f. **License confirmation.** This agreement, the applicable Order, the Registered Affiliate's Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Registered Affiliate's evidence of all Licenses obtained under its Order as described in this agreement.

g. **Prior version rights.** A Registered Affiliate may run prior versions of any Product it Licenses under this agreement. A Registered Affiliate may run different language versions of any Product it Licenses under this agreement, provided that the License, L&SA, or Software Assurance for that different language version is available at the same, or lower price, than the price paid for the language version ordered of the same Product and License type.

5. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product. The latest version of the Product Use Rights is available at http://www.microsoft.com/licensing/contracts.

(i) **Product Use Rights for current and future versions of Products.** The Product Use Rights in effect on the effective date of the agreement will apply to all Registered Affiliates' use of then-current versions of each Product, regardless of the date of the Order. For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Registered Affiliates' use of that version.

(ii) **Product Use Rights for earlier versions (downgrade).** If a Registered Affiliate runs an earlier version of a Product than the version that was current on the agreement effective

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

e. **Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

7. *Making copies of Products and re-imaging rights.*

a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this agreement.

b. **Copies for training, evaluation, and back-up.** The Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations.

c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version and components of the copies made must be identical to the Product, language, version and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Any Product-specific requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual licenses to:

Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. **Internal Reassignment of Licenses and Software Assurance.**

(i) **For Products other than the desktop operating system upgrade**. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) **For desktop operating systems**. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. *Term and termination.*

a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.

b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

Affiliate of Customer, Customer must promptly notify Microsoft of this fact, and Microsoft may terminate the divested Registered Affiliate's registration.

e. **Affiliate termination.** If (1) a Registered Affiliate terminates its registration as a result of a breach by Microsoft, or (2) if Microsoft terminates Registered Affiliate's registration because it has ceased to be an Affiliate of Customer, or (3) Registered Affiliate terminates a registration for non-appropriation of funds, or (4) Microsoft terminates a registration for non-payment due to non-appropriation of funds,, then the Registered Affiliate will have the following options with regard to any Orders it has under the agreement:

(i) For Licenses available on a perpetual basis, it may immediately pay the total remaining amount due, including all installments, in which case the Registered Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

(ii) It may pay only amounts due as of the termination date, in which case the Registered Affiliate will have perpetual Licenses for:"

1) all copies of all Products for which payment has been made in full (including the latest version of Products under Software Assurance coverage), and

2) the number of copies of Products it has ordered (including the latest version of Products under Software Assurance) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated registration.

f. **Effect of termination.** When this agreement, a registration or an Order is terminated,

(i) Each affected Registered Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an Order. Except for the options provided above in the event of termination of a Registered Affiliate's registration, any and all unpaid payments or any order of any kind, including subscription services, immediately become due and payable.

(ii) Registered Affiliate's right to Software Assurance benefits under this agreement ends for all Software Assurance for which payment has not been made in full.

10. How to renew an Order.

Microsoft will provide prior notice of expiration of any Software Assurance ordered under the agreement advising Customer of its Software Assurance renewal options. Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.

To maintain Software Assurance coverage for any copies previously ordered under this agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term.

Consequences of non-renewal. If Registered Affiliate elects not to place another Order for Software Assurance and it otherwise allows Software Assurance for any copies of any Products licensed to lapse, then the Registered Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

Renewing Software Assurance. If Registered Affiliate is placing an Order for Software Assurance from multiple Select programs or is consolidating multiple previous Enrollments or agreements into this agreement, please complete the multiple previous Enrollment form.

11. *Restrictions on use.*

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

   (i) is, or becomes, publicly available without a breach of this agreement;

   (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

   (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

   (iv) is independently developed; or

   (v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

   (i) In general. Subject to the other terms of this agreement, each party agrees:

      1) it will not disclose the other's Confidential Information to third parties; and

      2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) Security precautions. Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) Sharing Confidential Information with Affiliates and representatives.

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) Disclosing Confidential Information if required to by law. Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. Length of Confidential Information obligations. Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

13. Warranties.

a. Limited warranty. Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. Limited warranty term. The limited warranty for:

(i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. Defense of infringement, misappropriation, and third party claims.

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;or

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) **Microsoft's offerings.** If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) **Customer Data or use of non-Microsoft software with Online Services**. If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party**. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

15. *Limitation of liability.*

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Customer paid for the Product giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

17. *Non-Microsoft Software or Technology.*

a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.

c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

18. *Miscellaneous.*

a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

Via Facsimile:(425) 936-7329

b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. **Subcontractors.** Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

e. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

   The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.

o. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.

Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **3-0000003183189**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Dell Inc.

Program/Versio

SLP SLG 2012

(MSLI Scanning Code)

ACCOUNT: County of Riverside 4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Last Saved by Quinn Greenly
Revision 3.9

7/23/2013 2:02:23 PM

10/12/2005

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7756479

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	
Printed First and Last Name* Ines Mark	
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	FORM APPROVED COUNTY COUNSEL BY NEAL R. KIPNIS DATE 7/17/13

** indicates required field*

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Licensing, GP JUL 23 2013 Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date)	7/1/2013

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer

Email of Preparer

LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00930
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
COUNTY OF RIVERSIDE
And
INSIGHT PUBLIC SECTOR, INC.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Insight Public Sector, Inc., an Illinois corporation authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00930 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. Period of Performance:

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. Compensation

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

SEP 10 2024 3.22

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
Insight Public Sector, Inc.
Attn: Brittany Dunaway
2701 E. Insight Way
Chandler, AZ 85286
SLEDContracts@insight.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of

the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the

covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.

Exhibit B: LSP Reporting of Active Enrollments.

Exhibit C: Microsoft LSP Participation Form.

Exhibit D: Microsoft EA Benefits for Government Agencies.

Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.

E2) Microsoft Select Plus Agreement No. 7756479.

E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)

E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the signatory or entity is a corporation, the signatures of two corporate officers (the

president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

INSIGHT PUBLIC SECTOR, INC., an Illinois corporation authorized to conduct business in the State of California.

By: Scott Friedlander
Scott Friedlander (Jul 8, 2024 16:21 EDT)

Name: Scott Friedlander
Title: President

Dated: Jul 8, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/9/2024

SEP 10 2024 3.22

DocuSign Envelope ID: 8F247AE4-28AE-481B-8F5A-FC77A475EFCD

INSIGHT PUBLIC SECTOR, INC.

an Illinois corporation

Consent in Lieu of Special Meeting of the Board of Directors

Pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983

The undersigned, being all of the directors of **INSIGHT PUBLIC SECTOR, INC.,** an Illinois corporation (the "Corporation"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983, do hereby consent to the adoption of, and do hereby adopt, the following resolutions, effective as of January 1, 2023, and declare them to be in full force and effect as if adopted at a regular scheduled meeting of the Board of Directors of the Corporation:

RESOLVED that the following persons are hereby elected to the following offices of the Corporation with such powers and duties as provided in the Articles of Incorporation and Bylaws of the Corporation, until the next annual meeting of the Board of Directors or until his or her successor(s) are duly qualified and elected:

Officer	Title
Scott Friedlander	President
Virginia Adams	Treasurer
Sharon Ennis	Secretary
Lisanne Steinheiser	Global Compliance Officer

RESOLVED that all business transacted by the Corporation, and all acts of the directors and officers of the Corporation with regard to the transaction of such business by the Corporation since the organization of the Corporation, are hereby ratified, approved, and confirmed.

This consent shall have the same force and effect as the unanimous vote of all the directors of the Corporation at a meeting duly called, convened, and held in accordance with the Articles of Incorporation and Bylaws of the Corporation.

In witness whereof, the undersigned have executed this written consent effective as of January 1, 2023.

DIRECTORS

DocuSigned by:

7ED39229A7B4451...

Scott Friedlander

DocuSigned by:

Sharon Ennis

42AE20D634134C2...

Sharon Ennis

Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. For any new enrollments entered into starting November 1, 2024, the LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Existing enrollments entered into prior to October 31, 2024 will be charged a 0.5% administrative fee. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:

Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

Pricing:

1. **Microsoft Enterprise License Subscription and services**

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	1.75
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	1.75
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	1.75
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.75
All products for Select Plus Agreement No.7756479.		2.00
Microsoft Unified Support Services		2.50
Microsoft Consulting Services		2.50
Microsoft Incident Response		2.50

2. **License Support Provider (LSP) Solution Area Specific Capability:**

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	500+	All sizes including public sector agencies	Yes
Number of successful customer production SharePoint deployments/migrations?	500+	All sizes including public sector agencies	Yes
Number of successful customer production Teams deployments/migrations?	100+	All sizes including public sector agencies	Yes
Number of successful customer production Teams Voice deployments/PBX migrations?	100+	All sizes including public sector agencies	Yes
Number of people with specialized expertise on technologies listed above	1000+	All sizes including public sector agencies	Yes

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	$150-$275
Build Intelligent Agents	Yes	$150-$275
Machine Learning	Yes	$150-$275
Internet of Things	Yes	$150-$275
Globally distributed data	Yes	$150-$275
OSS Databases	Yes	$150-$275
Cloud Scale Analytics	Yes	$150-$275
Data Platform Modernization to Azure	Yes	$150-$275
Windows Server on Azure	Yes	$150-$275
Security & Management	Yes	$150-$275
Datacenter Migration	Yes	$150-$275
Modern Business Intelligence	Yes	$150-$275
Copilot	Yes	$150-$275
Biz Apps		
Customer Service	Yes	$150-$275
Field Service	Yes	$150-$275
Marketing	No	NA
Talent	No	NA
Finance and Operations	Yes	$150-$275
Business Central	Yes	$150-$275
Power Apps	Yes	$150-$275
Power BI	Yes	$150-$275
Apps and Infrastructure		
Azure Stack	Yes	$150-$275
High Performance Compute	No	NA
Cloud Native Apps using Serverless	Yes	$150-$275
Modernize Apps	Yes	$150-$275
SAP on Azure	No	NA
Linux on Azure	Yes	$150-$275
Dev Ops	Yes	$150-$275
Business Continuity & Disaster Recovery	Yes	$150-$275
Windows Server on Azure	Yes	$150-$275
Security & Management	Yes	$150-$275
Datacenter Migration	Yes	$150-$275
Modern Workplace		
User Adoption & Change Management	Yes	$150-$275
Security	Yes	$150-$275
GDPR & Compliance	Yes	$150-$275
Teamwork	Yes	$150-$275
Calling & Meetings	Yes	$150-$275
Modern Desktop	Yes	$150-$275
Office 365 Migration Assistance	Yes	$150-$275
Mail	Yes	$150-$275
Teams	Yes	$150-$275
SharePoint	Yes	$150-$275
OneDrive	Yes	$150-$275

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	**TBD**

Master Enrollment	**Enrollment Number:**	**Enrollment Entity:**	**Start Date:**	**End Date:**	**Annual Sales** Reporting Term: Calendar Year	**Enrollment Contact:**	**Enrollment Contact Email:**	**Enrollment Contact Tel:**
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C
MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

RCIT

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	Payment should be made to:
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Insight Public Sector, Inc.

Name: Scott Friedlander Title: SVP Public Sector

Address: 2701 E. Insight Way

City: Chandler Zip Code:85286 Telephone #: 301-233-2392

Fax #: Email: Scott.Friedlander@insight.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Scott Friedlander
Scott Friedlander (May 2, 2024 13:07 EDT)
Signature

5/2/2024
Date

Scott Friedlander
Printed Name

IPS SVP
Title

Signature: Scott Friedlander
Scott Friedlander (May 2, 2024 13:07 EDT)

Email: scott.friedlander@insight.com

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software

Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

2.Insight Public Sector Inc.- LSP Agreement no. ITARC-930-FINAL

Final Audit Report 2024-07-08

Created:	2024-07-08
By:	Penny Musser (Penny.Musser@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHeMbvMzZrepnbpxmYGjzjidgJ_gwM8ZQ

"2.Insight Public Sector Inc.- LSP Agreement no. ITARC-930-FINAL" History

Document created by Penny Musser (Penny.Musser@insight.com)
2024-07-08 - 4:36:50 PM GMT- IP address: 20.94.5.128

Document emailed to scott.friedlander@insight.com for signature
2024-07-08 - 4:38:04 PM GMT

Email viewed by scott.friedlander@insight.com
2024-07-08 - 8:20:35 PM GMT- IP address: 108.51.31.121

Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
2024-07-08 - 8:21:07 PM GMT- IP address: 108.51.31.121

Document e-signed by Scott Friedlander (scott.friedlander@insight.com)
Signature Date: 2024-07-08 - 8:21:09 PM GMT - Time Source: server- IP address: 108.51.31.121

Agreement completed.
2024-07-08 - 8:21:09 PM GMT

Adobe Acrobat Sign

Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples Include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

* The examples include online services that are available in either the commercial or government cloud offerings.

** Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for 'Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds. then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	FORM APPROVED COUNTY COUNSEL
Printed First and Last Name* Ines Mark	BY: NEAL R. KIPNIS DATE 7/17/13
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"Affiliate" means

a. with regard to Customer

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software,or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Commercial Product service packs);

"License" means Registered Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft entity that has entered into this agreement by accepting Customer's registration;

"Order" means the document Customer or Customer's Affiliate submits under this agreement to acquire Licenses or Services;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Subscription Agreement, or a Select Agreement.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this agreement;

"Reseller" means a large account reseller authorized by Microsoft to resell Licenses in a Registered Affiliate's region under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.**

(i) **License only.** Registered Affiliate's right to run copies of any Product for which it orders only a License is temporary until the Registered Affiliate has paid for that License in full and Microsoft has collected such payment. Thereafter, Registered Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** Registered Affiliate's right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:

1) the Registered Affiliate has paid all installments of the price for such coverage and the Order or renewal term during which such Product Licenses were ordered has expired or been renewed or

2) the Registered Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Registered Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

(iii) **Subscription Licenses.** Subscription Licenses are not perpetual under any circumstances.

d. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product Use Rights.

e. **Non-Perpetual Licenses.** Some Products may be licensed on a fixed term or subscription basis. The right to Use Products licensed on a subscription basis terminates upon expiration of the subscription agreement if it is not renewed.

f. **License confirmation.** This agreement, the applicable Order, the Registered Affiliate's Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Registered Affiliate's evidence of all Licenses obtained under its Order as described in this agreement.

g. **Prior version rights.** A Registered Affiliate may run prior versions of any Product it Licenses under this agreement. A Registered Affiliate may run different language versions of any Product it Licenses under this agreement, provided that the License, L&SA, or Software Assurance for that different language version is available at the same, or lower price, than the price paid for the language version ordered of the same Product and License type.

5. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product. The latest version of the Product Use Rights is available at http://www.microsoft.com/licensing/contracts.

(i) **Product Use Rights for current and future versions of Products.** The Product Use Rights in effect on the effective date of the agreement will apply to all Registered Affiliates' use of then-current versions of each Product, regardless of the date of the Order. For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Registered Affiliates' use of that version.

(ii) **Product Use Rights for earlier versions (downgrade).** If a Registered Affiliate runs an earlier version of a Product than the version that was current on the agreement effective

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

e. **Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

7. *Making copies of Products and re-imaging rights.*

a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this agreement.

b. **Copies for training, evaluation, and back-up.** The Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations.

c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version and components of the copies made must be identical to the Product, language, version and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Any Product-specific requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual licenses to:

Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. **Internal Reassignment of Licenses and Software Assurance.**

(i) **For Products other than the desktop operating system upgrade**. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) **For desktop operating systems**. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. *Term and termination.*

a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.

b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

Affiliate of Customer, Customer must promptly notify Microsoft of this fact, and Microsoft may terminate the divested Registered Affiliate's registration.

e. **Affiliate termination.** If (1) a Registered Affiliate terminates its registration as a result of a breach by Microsoft, or (2) if Microsoft terminates Registered Affiliate's registration because it has ceased to be an Affiliate of Customer, or (3) Registered Affiliate terminates a registration for non-appropriation of funds, or (4) Microsoft terminates a registration for non-payment due to non-appropriation of funds,, then the Registered Affiliate will have the following options with regard to any Orders it has under the agreement:

   (i) For Licenses available on a perpetual basis, it may immediately pay the total remaining amount due, including all installments, in which case the Registered Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

   (ii) It may pay only amounts due as of the termination date, in which case the Registered Affiliate will have perpetual Licenses for:"

      1) all copies of all Products for which payment has been made in full (including the latest version of Products under Software Assurance coverage), and

      2) the number of copies of Products it has ordered (including the latest version of Products under Software Assurance) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

   Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated registration.

f. **Effect of termination.** When this agreement, a registration or an Order is terminated,

   (i) Each affected Registered Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an Order. Except for the options provided above in the event of termination of a Registered Affiliate's registration, any and all unpaid payments or any order of any kind, including subscription services, immediately become due and payable.

   (ii) Registered Affiliate's right to Software Assurance benefits under this agreement ends for all Software Assurance for which payment has not been made in full.

10. How to renew an Order.

Microsoft will provide prior notice of expiration of any Software Assurance ordered under the agreement advising Customer of its Software Assurance renewal options. Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.

To maintain Software Assurance coverage for any copies previously ordered under this agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term.

Consequences of non-renewal. If Registered Affiliate elects not to place another Order for Software Assurance and it otherwise allows Software Assurance for any copies of any Products licensed to lapse, then the Registered Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

Renewing Software Assurance. If Registered Affiliate is placing an Order for Software Assurance from multiple Select programs or is consolidating multiple previous Enrollments or agreements into this agreement, please complete the multiple previous Enrollment form.

11. *Restrictions on use.*

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. What is included. "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. What is not included. The following types of information, however marked, are not Confidential Information. Information that:

(i) is, or becomes, publicly available without a breach of this agreement;

(ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

(iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

(iv) is independently developed; or

(v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. Treatment of Confidential Information.

(i) In general. Subject to the other terms of this agreement, each party agrees:

1) it will not disclose the other's Confidential Information to third parties; and

2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) Security precautions. Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) Sharing Confidential Information with Affiliates and representatives.

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) Disclosing Confidential Information if required to by law. Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. Length of Confidential Information obligations. Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

13. Warranties.

a. Limited warranty. Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. Limited warranty term. The limited warranty for:

(i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. *Defense of infringement, misappropriation, and third party claims.*

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;or

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) Microsoft's offerings. If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) Customer Data or use of non-Microsoft software with Online Services. If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party**. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

15. Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Customer paid for the Product giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

17. *Non-Microsoft Software or Technology.*

a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.

c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

18. *Miscellaneous.*

a. Notices to Microsoft. Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile:(425) 936-7329

b. Assignment. Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. Subcontractors. Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. Severability. If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

e. Waiver. A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

   The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.

o. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.

Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **3-0000003183189**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

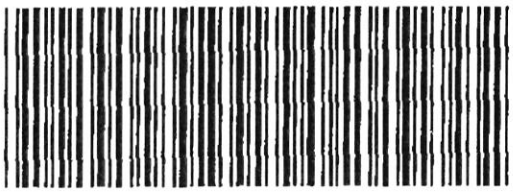
Country: **United States**

LAR/LAD/ESA:

Dell Inc.

Program/Versio

SLP SLG 2012



(MSLI Scanning Code)

ACCOUNT: County of Riverside 4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Last Saved by Quinn Greenly
Revision 3.9

7/23/2013 2:02:23 PM

10/12/2005

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7756479

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	
Printed First and Last Name* Ines Mark	
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE 7/17/13

** indicates required field*

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Licensing, GP JUL 23 2013 Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date)	7/1/2013

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer

Email of Preparer

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

RIVCO-8084445-M-AMD2

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature*
Printed First and Last Name* RICHARD R. HAI
Printed Title SR. PROCUREMENT CONTRACT SPECIALIST
Signature Date* 01/30/2020
Tax ID

** indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 1/30/2020

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Corporation JAN 29 2020 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number	8084445	RIVCO-8084445-M-AMD2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

Terms and Conditions

1. Definitions. All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"**Customer**" means the legal entity that has entered into the Agreement;

"**Customer Data**" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"**day**" means a calendar day, except references that specify "business day";

"**Fix**" or "**Fixes**" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"**Microsoft**" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"**Pre-Existing Work**" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"**Professional Services**" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"**Service Deliverables**" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"**Statement of Services**" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;

"**Trade Secret**" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"**use**" or "**run**" means to copy, install, use, access, display, run or otherwise interact with;

"**Volume Licensing Site**" means http://www.microsoft.com/licensing/contracts or a successor site.

2. ***Services.*** The precise scope of the Professional Services will be specified in a Statement of Services.

Customer or any of Customer's Affiliates may enter into Statements of Services under this Amendment with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. ***Use, ownership, rights and restrictions.***

   a. ***Products.*** Unless otherwise specified in the Enrollment, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement.

   b. ***Fixes and Services Deliverables.***

      I. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in the Agreement.

      II. ***Pre-Existing Work.*** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

      III. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Amendment.

      IV. ***Affiliates' rights.*** Customer may only sublicense its rights in Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Amendment.

   c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Amendment.

   d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration (**"Sample Code"**) and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

   e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Amendment or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

*4. **Confidentiality.*** Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its representatives who have had access to Confidential Information. Each party agrees that use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Amendment or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

*5. **Compliance with applicable laws, privacy and security.***

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

*6. **Warranties.***

a. ***Limited warranties and remedies – Professional Services.*** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. ***Exclusions.*** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Amendment, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. ***DISCLAIMER.*** **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, merchantability, fitness for a particular purpose, title and non-infringement.**

7. Defense of third-party claims.

To the extent not prohibited by applicable law, the parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it (subject to (subject to 28 U.S.C. § 516 is Customer is a Federal Government agency). The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Amendment (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's license and refund any fees paid for such Fix(es) and Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

c. Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming Infringement) shall be governed by the provisions of 28 U.S.C. § 1498, if Customer is a Federal Government agency,

8. Limitations of liability.

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services, subject to the following.

a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5000.

b. **Exclusions. In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.**

c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject

to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. ***Term and termination.*** This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. ***Miscellaneous.***

a. ***Notices.*** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. ***Applicable law; dispute resolution.*** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.

c. ***Severability.*** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

e. ***Survival.*** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.

f. ***Microsoft as independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

g. ***Use of contractors.*** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.

h. ***Insurance while performing Professional Services on Customer's premises.*** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

i. ***Amendments.*** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

j. ***No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

k. ***Professional Services payment terms.*** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

l. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Amendment and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

   If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

m. **No third-party beneficiaries.** This Amendment does not create and third-party beneficiary rights.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

_Consulting Services Amendment for EA Attach.docx	CTM	CTM-FWK-CTC-AGR	BD

LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00931
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
BETWEEN
COUNTY OF RIVERSIDE
And
CRAYON SOFTWARE EXPERTS LLC.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Crayon Software Experts LLC., a Delaware Limited Liability Company authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00931 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such

SEP 10 2024 3.22

funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
Crayon Software Experts, LLC
Attn: Candy Kareem
12221 Merit Drive, Suite 1400.
Dallas, Texas, 75251
sledbids.us@crayon.com

8. **Insurance**

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.
Exhibit B: LSP Reporting of Active Enrollments.
Exhibit C: Microsoft LSP Participation Form.
Exhibit D: Microsoft EA Benefits for Government Agencies.
Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the entity is a corporation, the signatures of two corporate officers (the president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

CRAYON SOFTWARE EXPERTS, LLC
a Delaware Limited Liability Company authorized to conduct business in the State of California.

Candy Kareem

By: Candy Kareem (Jul 3, 2024 18:03 CDT)
Name: Candy Kareem
Title: Vice President, Finance

Dated: July 3, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____ Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcedo
Deputy County Counsel

Dated: 7/8/2024

SEP 10 2024 3.22

Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:

Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

Pricing:

1. **Microsoft Enterprise License Subscription and services**

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	1.95
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	1.95
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	1.95
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.95
All products for Select Plus Agreement No.7756479.		2.50
Microsoft Unified Support Services		2.50
Microsoft Consulting Services		2.50
Microsoft Incident Response		2.50

2. **License Support Provider (LSP) Solution Area Specific Capability:**

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	>100	300 to 10,000	Yes
Number of successful customer production SharePoint deployments/migrations?	>60	500 - 5000	Yes
Number of successful customer production Teams deployments/migrations?	>20	500 - 10,000	Yes
Number of successful customer production Teams Voice deployments/PBX migrations?	18	500 - 10,000	Yes
Number of people with specialized expertise on technologies listed above	Globally >100 Locally 22		

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)	Hourly Rate (Remote)
Build Intelligent Apps	No	NA	NA
Build Intelligent Agents	Yes	$ 336 - $ 408	$ 280 - $ 340
Machine Learning	Yes	$ 336 - $ 408	$ 280 - $ 340
Internet of Things	Yes	$ 336 - $ 408	$ 280 - $ 340
Globally distributed data	No	NA	NA
OSS Databases	No	NA	NA
Cloud Scale Analytics	Yes	$ 336 - $ 408	$ 280 - $ 340
Data Platform Modernization to Azure	Yes	$ 336 - $ 408	$ 280 - $ 340
Windows Server on Azure	Yes	$ 336 - $ 408	$ 280 - $ 340
Security & Management	Yes	$ 336 - $ 408	$ 280 - $ 340
Datacenter Migration	Yes	$ 336 - $ 408	$ 280 - $ 340
Modern Business Intelligence	Yes	$ 336 - $ 408	$ 280 - $ 340
Copilot	Yes	$ 336 - $ 408	$ 280 - $ 340
Biz Apps			
Customer Service	No	NA	NA
Field Service	No	NA	NA
Marketing	No	NA	NA
Talent	No	NA	NA
Finance and Operations	No	NA	NA
Business Central	No	NA	NA
Power Apps	Yes	$ 336 - $ 408	$ 280 - $ 340
Power BI	Yes	$ 336 - $ 408	$ 280 - $ 340
Apps and Infrastructure			
Azure Stack	No	NA	NA
High Performance Compute	No	NA	NA
Cloud Native Apps using Serverless	Yes	$ 336 - $ 408	$ 280 - $ 340
Modernize Apps	Yes	$ 336 - $ 408	$ 280 - $ 340
SAP on Azure	No	NA	NA
Linux on Azure	No	NA	NA
Dev Ops	Yes	$ 336 - $ 408	$ 280 - $ 340
Business Continuity & Disaster Recovery	Yes	$ 336 - $ 408	$ 280 - $ 340
Windows Server on Azure	Yes	$ 336 - $ 408	$ 280 - $ 340
Security & Management	Yes	$ 336 - $ 408	$ 280 - $ 340
Datacenter Migration	Yes	$ 336 - $ 408	$ 280 - $ 340
Modern Workplace			
User Adoption & Change Management	Yes	$ 336 - $ 408	$ 280 - $ 340
Security	Yes	$ 336 - $ 408	$ 280 - $ 340
GDPR & Compliance	Yes	$ 360 - $ 420	$ 300 - $ 350
Teamwork	Yes	$ 336 - $ 408	$ 280 - $ 340
Calling & Meetings	Yes	$ 336 - $ 408	$ 280 - $ 340
Modern Desktop	Yes	$ 336 - $ 408	$ 280 - $ 340
Office 365 Migration Assistance	Yes	$ 336 - $ 408	$ 280 - $ 340
Mail	Yes	$ 336 - $ 408	$ 280 - $ 340
Teams	Yes	$ 336 - $ 408	$ 280 - $ 340
SharePoint	Yes	$ 336 - $ 408	$ 280 - $ 340
OneDrive	Yes	$ 336 - $ 408	$ 280 - $ 340

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	TBD

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Sales Reporting Term: Calendar Year	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C
MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	Payment should be made to:
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Crayon Software Experts, LLC

Name: Candy Kareem Title: VP of Finance

Address: 12221 Merit Drive, Suite 1400

City: Dallas, Texas Zip Code: 75251 Telephone #: 469-329-0290

Fax #: _____ Email: sledbids.us@crayon.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Candy Kareem
Candy Kareem (May 9, 2024 13:29 CDT)
Signature

05/09/2024
Date

Candy Kareem
Printed Name

VP of Finance
Title

Crayon Group - Internal Only

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

  More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

3.Crayon Software Experts LLC- LSP Agreement no. ITARC-931 (002)

Final Audit Report 2024-07-03

Created:	2024-07-03
By:	Candace Sherron (Candace.Sherron@crayon.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5r90Bq6clRcJ-m3BlbzpgYwbxb5VVNJv

"3.Crayon Software Experts LLC- LSP Agreement no. ITARC-93 1 (002)" History

Document created by Candace Sherron (Candace.Sherron@crayon.com)
2024-07-03 - 8:45:06 PM GMT

Document emailed to candy.kareem@crayon.com for signature
2024-07-03 - 8:45:44 PM GMT

Email viewed by candy.kareem@crayon.com
2024-07-03 - 11:03:06 PM GMT

Signer candy.kareem@crayon.com entered name at signing as Candy Kareem
2024-07-03 - 11:03:26 PM GMT

Document e-signed by Candy Kareem (candy.kareem@crayon.com)
Signature Date: 2024-07-03 - 11:03:28 PM GMT - Time Source: server

Agreement completed.
2024-07-03 - 11:03:28 PM GMT

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* *indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement
Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for 'Program Availability'. The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside **Signature*** _____ **Printed First and Last Name*** Ines Mark **Printed Title*** Procurement Contract Specialist **Signature Date*** 07/17/2013
Tax ID 95-6000930

FORM APPROVED COUNTY COUNSEL
BY: _____ DATE 7/17/13
NEAL R. KIPNIS

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

Microsoft Volume Licensing

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"Affiliate" means

a. with regard to Customer

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software,or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Commercial Product service packs);

"License" means Registered Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft entity that has entered into this agreement by accepting Customer's registration;

"Order" means the document Customer or Customer's Affiliate submits under this agreement to acquire Licenses or Services;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Subscription Agreement, or a Select Agreement.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this agreement;

"Reseller" means a large account reseller authorized by Microsoft to resell Licenses in a Registered Affiliate's region under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.**

(i) **License only.** Registered Affiliate's right to run copies of any Product for which it orders only a License is temporary until the Registered Affiliate has paid for that License in full and Microsoft has collected such payment. Thereafter, Registered Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** Registered Affiliate's right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:

1) the Registered Affiliate has paid all installments of the price for such coverage and the Order or renewal term during which such Product Licenses were ordered has expired or been renewed or

2) the Registered Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Registered Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

(iii) **Subscription Licenses.** Subscription Licenses are not perpetual under any circumstances.

d. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product Use Rights.

e. **Non-Perpetual Licenses.** Some Products may be licensed on a fixed term or subscription basis. The right to Use Products licensed on a subscription basis terminates upon expiration of the subscription agreement if it is not renewed.

f. **License confirmation.** This agreement, the applicable Order, the Registered Affiliate's Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Registered Affiliate's evidence of all Licenses obtained under its Order as described in this agreement.

g. **Prior version rights.** A Registered Affiliate may run prior versions of any Product it Licenses under this agreement. A Registered Affiliate may run different language versions of any Product it Licenses under this agreement, provided that the License, L&SA, or Software Assurance for that different language version is available at the same, or lower price, than the price paid for the language version ordered of the same Product and License type.

5. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product. The latest version of the Product Use Rights is available at http://www.microsoft.com/licensing/contracts.

(i) **Product Use Rights for current and future versions of Products.** The Product Use Rights in effect on the effective date of the agreement will apply to all Registered Affiliates' use of then-current versions of each Product, regardless of the date of the Order. For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Registered Affiliates' use of that version.

(ii) **Product Use Rights for earlier versions (downgrade).** If a Registered Affiliate runs an earlier version of a Product than the version that was current on the agreement effective

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

e. **Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

7. *Making copies of Products and re-imaging rights.*

a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this agreement.

b. **Copies for training, evaluation, and back-up.** The Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations.

c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version and components of the copies made must be identical to the Product, language, version and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Any Product-specific requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual licenses to:

Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. **Internal Reassignment of Licenses and Software Assurance.**

(i) **For Products other than the desktop operating system upgrade**. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) **For desktop operating systems**. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. *Term and termination.*

a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.

b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

Affiliate of Customer, Customer must promptly notify Microsoft of this fact, and Microsoft may terminate the divested Registered Affiliate's registration.

e. **Affiliate termination.** If (1) a Registered Affiliate terminates its registration as a result of a breach by Microsoft, or (2) if Microsoft terminates Registered Affiliate's registration because it has ceased to be an Affiliate of Customer, or (3) Registered Affiliate terminates a registration for non-appropriation of funds, or (4) Microsoft terminates a registration for non-payment due to non-appropriation of funds,, then the Registered Affiliate will have the following options with regard to any Orders it has under the agreement:

   (i) For Licenses available on a perpetual basis, it may immediately pay the total remaining amount due, including all installments, in which case the Registered Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

   (ii) It may pay only amounts due as of the termination date, in which case the Registered Affiliate will have perpetual Licenses for:"

      1) all copies of all Products for which payment has been made in full (including the latest version of Products under Software Assurance coverage), and

      2) the number of copies of Products it has ordered (including the latest version of Products under Software Assurance) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

   Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated registration.

f. **Effect of termination.** When this agreement, a registration or an Order is terminated,

   (i) Each affected Registered Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an Order. Except for the options provided above in the event of termination of a Registered Affiliate's registration, any and all unpaid payments or any order of any kind, including subscription services, immediately become due and payable.

   (ii) Registered Affiliate's right to Software Assurance benefits under this agreement ends for all Software Assurance for which payment has not been made in full.

10. How to renew an Order.

Microsoft will provide prior notice of expiration of any Software Assurance ordered under the agreement advising Customer of its Software Assurance renewal options. Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.

To maintain Software Assurance coverage for any copies previously ordered under this agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term.

Consequences of non-renewal. If Registered Affiliate elects not to place another Order for Software Assurance and it otherwise allows Software Assurance for any copies of any Products licensed to lapse, then the Registered Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

Renewing Software Assurance. If Registered Affiliate is placing an Order for Software Assurance from multiple Select programs or is consolidating multiple previous Enrollments or agreements into this agreement, please complete the multiple previous Enrollment form.

11. *Restrictions on use.*

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. What is included. "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. What is not included. The following types of information, however marked, are not Confidential Information. Information that:

(i) is, or becomes, publicly available without a breach of this agreement;

(ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

(iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

(iv) is independently developed; or

(v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. Treatment of Confidential Information.

(i) In general. Subject to the other terms of this agreement, each party agrees:

1) it will not disclose the other's Confidential Information to third parties; and

2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and representatives.**

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

13. Warranties.

a. **Limited warranty.** Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. **Limited warranty term.** The limited warranty for:

(i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. Defense of infringement, misappropriation, and third party claims.

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;or

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) Microsoft's offerings. If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) Customer Data or use of non-Microsoft software with Online Services. If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party**. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

15. Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Customer paid for the Product giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

17. *Non-Microsoft Software or Technology.*

a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.

c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

18. *Miscellaneous.*

a. Notices to Microsoft. Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile:(425) 936-7329

b. Assignment. Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. Subcontractors. Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. Severability. If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

e. Waiver. A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

   The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

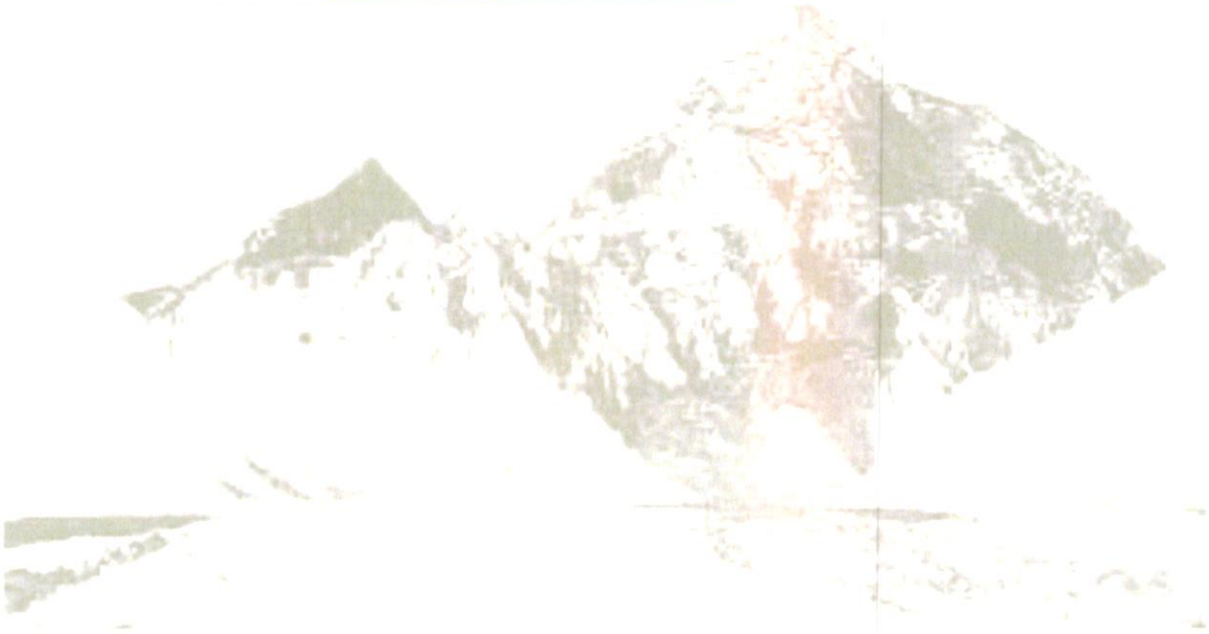
regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.

o. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.



Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **3-0000003183189**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Dell Inc.

Program/Versio

SLP SLG 2012

(MSLI Scanning Code)

ACCOUNT: County of Riverside 4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7756479

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	
Printed First and Last Name* Ines Mark	
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	FORM APPROVED COUNTY COUNSEL BY NEAL R. KIPNIS DATE 10/7/13

** indicates required field*

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Microsoft Licensing, GP JUL 23 2013 Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date) 7/1/2013	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer

Email of Preparer

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

RIVCO-8084445-M-AMD2

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature*
Printed First and Last Name* RICHARD R. HAI
Printed Title SR. PROCUREMENT CONTRACT SPECIALIST
Signature Date* 01/30/2020
Tax ID

** indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 1/30/2020

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Corporation JAN 29 2020 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number	8084445	RIVCO-8084445-M-AMD2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

Terms and Conditions

1. Definitions. All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"**Customer**" means the legal entity that has entered into the Agreement;

"**Customer Data**" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"**day**" means a calendar day, except references that specify "business day";

"**Fix**" or "**Fixes**" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"**Microsoft**" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"**Pre-Existing Work**" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"**Professional Services**" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"**Service Deliverables**" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"**Statement of Services**" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;

"**Trade Secret**" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"**use**" or "**run**" means to copy, install, use, access, display, run or otherwise interact with;

"**Volume Licensing Site**" means http://www.microsoft.com/licensing/contracts or a successor site.

2. ***Services.*** The precise scope of the Professional Services will be specified in a Statement of Services.

Customer or any of Customer's Affiliates may enter into Statements of Services under this Amendment with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. ***Use, ownership, rights and restrictions.***

   a. ***Products.*** Unless otherwise specified in the Enrollment, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement.

   b. ***Fixes and Services Deliverables.***

      i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in the Agreement.

      ii. ***Pre-Existing Work.*** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

      iii. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Amendment.

      iv. ***Affiliates' rights.*** Customer may only sublicense its rights in Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Amendment.

   c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Amendment.

   d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration (**"Sample Code"**) and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

   e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Amendment or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

*4. **Confidentiality.*** Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its representatives who have had access to Confidential Information. Each party agrees that use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Amendment or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

*5. **Compliance with applicable laws, privacy and security.***

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

*6. **Warranties.***

a. ***Limited warranties and remedies – Professional Services.*** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. ***Exclusions.*** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Amendment, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. ***DISCLAIMER.*** **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, merchantability, fitness for a particular purpose, title and non-infringement.**

7. Defense of third-party claims.

To the extent not prohibited by applicable law, the parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it (subject to (subject to 28 U.S.C. § 516 is Customer is a Federal Government agency). The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Amendment (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's license and refund any fees paid for such Fix(es) and Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

c. Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming Infringement) shall be governed by the provisions of 28 U.S.C. § 1498, if Customer is a Federal Government agency.

8. Limitations of liability.

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services, subject to the following.

a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5000.

b. **Exclusions. In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.**

c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject

to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. ***Term and termination.*** This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. ***Miscellaneous.***

a. ***Notices.*** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. ***Applicable law; dispute resolution.*** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.

c. ***Severability.*** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

e. ***Survival.*** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.

f. ***Microsoft as independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

g. ***Use of contractors.*** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.

h. ***Insurance while performing Professional Services on Customer's premises.*** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

i. ***Amendments.*** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

j. ***No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

k. ***Professional Services payment terms.*** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

l. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Amendment and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

   If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

m. **No third-party beneficiaries.** This Amendment does not create and third-party beneficiary rights.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

_Consulting Services Amendment for EA Attach.docx	CTM	CTM-FWK-CTC-AGR	BD

LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00932
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
BETWEEN
COUNTY OF RIVERSIDE
And
ZONES, LLC

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Zones, LLC, a Washington Limited Liability Company authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00932 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. Period of Performance:

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. Compensation

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such

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funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
Zones, LLC
Attn: Imran Yunus
13915 Cerritos Corporate Drive, Suite A
Cerritos, CA 90703
RIVCO@zones.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.
Exhibit B: LSP Reporting of Active Enrollments.
Exhibit C: Microsoft LSP Participation Form.
Exhibit D: Microsoft EA Benefits for Government Agencies.
Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the entity is a corporation, the signatures of two corporate officers (the president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

ZONES, LLC, a Washington Limited Liability Company authorized to conduct business in the State of California.

By: _____
Derek deBakker (Jul 9, 2024 08:51 PDT)
Name: Derek deBakker
Title: General Counsel

Dated: Jul 9, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____ Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/9/2024

SEP 10 2024 3.22

Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:

Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

Pricing:

1. Microsoft Enterprise License Subscription and services

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	2.50
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	2.50
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	2.50
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	2.50
All products for Select Plus Agreement No.7756479.		2.50
Microsoft Unified Support Services		2.50
Microsoft Consulting Services		2.50
Microsoft Incident Response		2.50

2. License Support Provider (LSP) Solution Area Specific Capability:

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	19	5 - 170,000	BAYHEALTH MEDICAL CENTER Ronald Belfont Ronald_Belfont@Bayhealth.org
Number of successful customer production SharePoint deployments/migrations?	7	12 TB	BAYHEALTH MEDICAL CENTER Ronald Belfont Ronald_Belfont@Bayhealth.org
Number of successful customer production Teams deployments/migrations?	9	30,000	ALLONE HEALTH RESOURCES Gwen Mueller Gwen.Mueller@allonehealth.com
Number of successful customer production Teams Voice deployments/PBX migrations?	3	30,000	Southern California Edison Mona Saxena Sr Manager – App Dev Mona.Saxena@sce.com
Number of people with specialized expertise on technologies listed above	8		

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	$190
Build Intelligent Agents	No	NA
Machine Learning	Yes	$190
Internet of Things	Yes	$190
Globally distributed data	No	NA
OSS Databases	No	NA
Cloud Scale Analytics	No	NA
Data Platform Modernization to Azure	Yes	$190
Windows Server on Azure	Yes	$190
Security & Management	Yes	$215
Datacenter Migration	Yes	$215
Modern Business Intelligence	Yes	$190
Copilot	Yes	$190
Biz Apps		
Customer Service	Yes	$190
Field Service	Yes	$190
Marketing	Yes	$190
Talent	Yes	$190
Finance and Operations	Yes	$190
Business Central	No	NA
Power Apps	Yes	$190
Power BI	Yes	$190
Apps and Infrastructure		
Azure Stack	Yes	$190
High Performance Compute	Yes	$190
Cloud Native Apps using Serverless	Yes	$190
Modernize Apps	Yes	$190
SAP on Azure	No	NA
Linux on Azure	No	NA
Dev Ops	Yes	$190
Business Continuity & Disaster Recovery	Yes	$190
Windows Server on Azure	Yes	$190
Security & Management	Yes	$190
Datacenter Migration	Yes	$190
Modern Workplace		
User Adoption & Change Management	Yes	$190
Security	Yes	$190
GDPR & Compliance	Yes	$190
Teamwork	Yes	$190
Calling & Meetings	Yes	$190
Modern Desktop	Yes	$190
Office 365 Migration Assistance	Yes	$190
Mail	Yes	$190
Teams	Yes	$190
SharePoint	Yes	$190
OneDrive	Yes	$190

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	TBD

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Sales Reporting Term: Calendar Year	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C
MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	**Payment should be made to:**
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Zones, LLC

Name: Imran Yunus Title: VP, Sales

Address: 13915 Cerritos Corporate Drive, Suite A Cerritos, CA 90703

City: Cerritos Zip Code: 90703 Telephone #: 310-766-0124

Fax #: N/A Email: RIVCO@zones.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

imran yunus (Apr 25, 2024 13:44 PDT)
Signature

04/25/2024
Date

Imran Yunus
Printed Name

VP, Sales
Title

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software

Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* *indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for 'Program Availability'. The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

   (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

   (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

   (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

   (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

   Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

   (i) an Affiliate, or

   (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature*
Printed First and Last Name* Ines Mark
Printed Title* Procurement Contract Specialist
Signature Date* 07/17/2013
Tax ID 95-6000930

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS DATE 7/17/13

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title*** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title*** **Signature Date***

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

Microsoft Volume Licensing

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"Affiliate" means

a. with regard to Customer

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software,or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Commercial Product service packs);

"License" means Registered Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft entity that has entered into this agreement by accepting Customer's registration;

"Order" means the document Customer or Customer's Affiliate submits under this agreement to acquire Licenses or Services;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Subscription Agreement, or a Select Agreement.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this agreement;

"Reseller" means a large account reseller authorized by Microsoft to resell Licenses in a Registered Affiliate's region under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.**

(i) **License only.** Registered Affiliate's right to run copies of any Product for which it orders only a License is temporary until the Registered Affiliate has paid for that License in full and Microsoft has collected such payment. Thereafter, Registered Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** Registered Affiliate's right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:

1) the Registered Affiliate has paid all installments of the price for such coverage and the Order or renewal term during which such Product Licenses were ordered has expired or been renewed or

2) the Registered Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Registered Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

(iii) **Subscription Licenses.** Subscription Licenses are not perpetual under any circumstances.

d. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product Use Rights.

e. **Non-Perpetual Licenses.** Some Products may be licensed on a fixed term or subscription basis. The right to Use Products licensed on a subscription basis terminates upon expiration of the subscription agreement if it is not renewed.

f. **License confirmation.** This agreement, the applicable Order, the Registered Affiliate's Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Registered Affiliate's evidence of all Licenses obtained under its Order as described in this agreement.

g. **Prior version rights.** A Registered Affiliate may run prior versions of any Product it Licenses under this agreement. A Registered Affiliate may run different language versions of any Product it Licenses under this agreement, provided that the License, L&SA, or Software Assurance for that different language version is available at the same, or lower price, than the price paid for the language version ordered of the same Product and License type.

5. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product. The latest version of the Product Use Rights is available at http://www.microsoft.com/licensing/contracts.

(i) **Product Use Rights for current and future versions of Products.** The Product Use Rights in effect on the effective date of the agreement will apply to all Registered Affiliates' use of then-current versions of each Product, regardless of the date of the Order. For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Registered Affiliates' use of that version.

(ii) **Product Use Rights for earlier versions (downgrade).** If a Registered Affiliate runs an earlier version of a Product than the version that was current on the agreement effective

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

e. **Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

7. *Making copies of Products and re-imaging rights.*

a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this agreement.

b. **Copies for training, evaluation, and back-up.** The Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations.

c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version and components of the copies made must be identical to the Product, language, version and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Any Product-specific requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual licenses to:

Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. Internal Reassignment of Licenses and Software Assurance.

(i) For Products other than the desktop operating system upgrade. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) For desktop operating systems. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. Term and termination.

a. Term. This agreement will remain in effect unless it is terminated by either party as described below.

b. Termination without cause. Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

c. Mid-term termination for non-appropriation of Funds. Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. Termination for breach. Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

Affiliate of Customer, Customer must promptly notify Microsoft of this fact, and Microsoft may terminate the divested Registered Affiliate's registration.

e. **Affiliate termination.** If (1) a Registered Affiliate terminates its registration as a result of a breach by Microsoft, or (2) if Microsoft terminates Registered Affiliate's registration because it has ceased to be an Affiliate of Customer, or (3) Registered Affiliate terminates a registration for non-appropriation of funds, or (4) Microsoft terminates a registration for non-payment due to non-appropriation of funds,, then the Registered Affiliate will have the following options with regard to any Orders it has under the agreement:

(i) For Licenses available on a perpetual basis, it may immediately pay the total remaining amount due, including all installments, in which case the Registered Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

(ii) It may pay only amounts due as of the termination date, in which case the Registered Affiliate will have perpetual Licenses for:"

1) all copies of all Products for which payment has been made in full (including the latest version of Products under Software Assurance coverage), and

2) the number of copies of Products it has ordered (including the latest version of Products under Software Assurance) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated registration.

f. **Effect of termination.** When this agreement, a registration or an Order is terminated,

(i) Each affected Registered Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an Order. Except for the options provided above in the event of termination of a Registered Affiliate's registration, any and all unpaid payments or any order of any kind, including subscription services, immediately become due and payable.

(ii) Registered Affiliate's right to Software Assurance benefits under this agreement ends for all Software Assurance for which payment has not been made in full.

10. How to renew an Order.

Microsoft will provide prior notice of expiration of any Software Assurance ordered under the agreement advising Customer of its Software Assurance renewal options. Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.

To maintain Software Assurance coverage for any copies previously ordered under this agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term.

Consequences of non-renewal. If Registered Affiliate elects not to place another Order for Software Assurance and it otherwise allows Software Assurance for any copies of any Products licensed to lapse, then the Registered Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

Renewing Software Assurance. If Registered Affiliate is placing an Order for Software Assurance from multiple Select programs or is consolidating multiple previous Enrollments or agreements into this agreement, please complete the multiple previous Enrollment form.

11. *Restrictions on use.*

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. What is included. "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. What is not included. The following types of information, however marked, are not Confidential Information. Information that:

(i) is, or becomes, publicly available without a breach of this agreement;

(ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

(iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

(iv) is independently developed; or

(v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. Treatment of Confidential Information.

(i) In general. Subject to the other terms of this agreement, each party agrees:

1) it will not disclose the other's Confidential Information to third parties; and

2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and representatives.**

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

13. *Warranties.*

a. **Limited warranty.** Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. **Limited warranty term.** The limited warranty for:

(i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. Limited warranty exclusions. This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. Remedies for breach of limited warranty. If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

14. Defense of infringement, misappropriation, and third party claims.

a. Microsoft's agreement to protect. Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. Limitations on defense obligation. Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;or

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) Microsoft's offerings. If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) Customer Data or use of non-Microsoft software with Online Services. If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party**. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

15. Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Customer paid for the Product giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

17. *Non-Microsoft Software or Technology.*

a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.

c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

18. *Miscellaneous.*

a. Notices to Microsoft. Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile:(425) 936-7329

b. Assignment. Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. Subcontractors. Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. Severability. If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

e. Waiver. A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

   The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

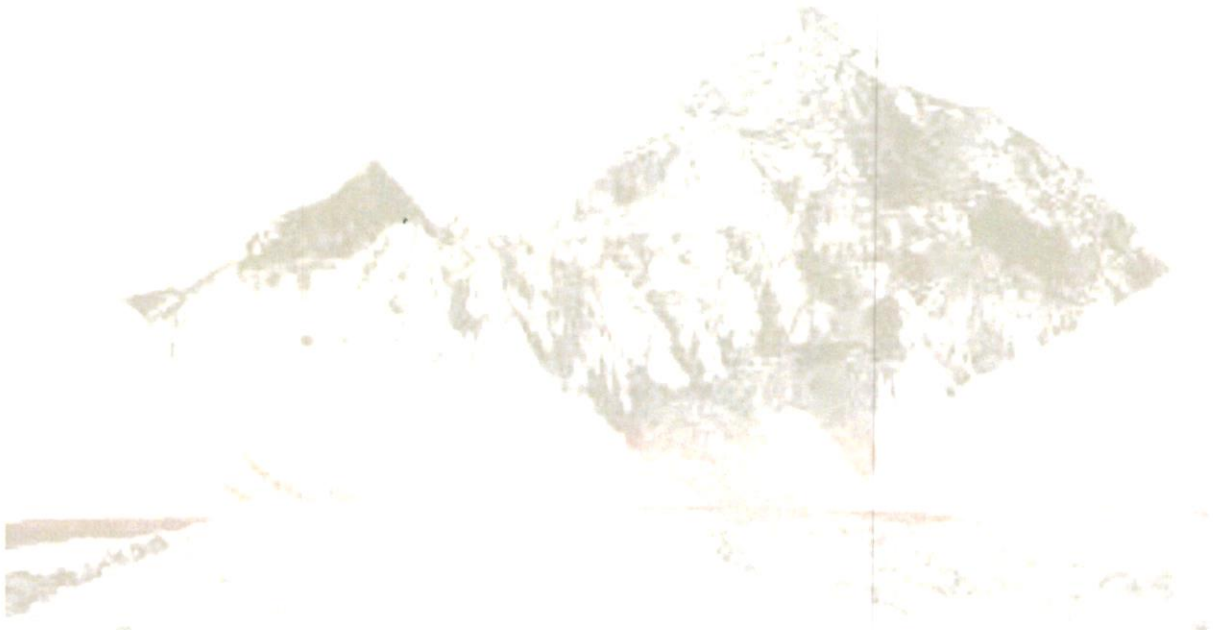
regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.

o. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.



Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **3-0000003183189**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Dell Inc.

Program/Versio

SLP SLG 2012

(MSLI Scanning Code)

ACCOUNT: County of Riverside 4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7756479

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature*
Printed First and Last Name* Ines Mark
Printed Title* Procurement Contract Specialist
Signature Date* 07/17/2013
Tax ID 95-6000930

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS DATE 10/7/13

** indicates required field*

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Licensing, GP JUL 23 2013 Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date)	7/1/2013

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

RIVCO-8084445-M-AMD2

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature*
Printed First and Last Name* RICHARD R. HAI
Printed Title SR. PROCUREMENT CONTRACT SPECIALIST
Signature Date* 01/30/2020
Tax ID

** indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 1/30/2020

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	JAN 29 2020
Agreement Effective Date (may be different than Microsoft's signature date)	Shirley Snyder Duly Authorized on behalf of Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number	8084445	RIVCO-8084445-M-AMD2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

Terms and Conditions

1. Definitions. All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"**Customer**" means the legal entity that has entered into the Agreement;

"**Customer Data**" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"**day**" means a calendar day, except references that specify "business day";

"**Fix**" or "**Fixes**" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"**Microsoft**" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"**Pre-Existing Work**" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"**Professional Services**" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"**Service Deliverables**" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"**Statement of Services**" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;

"**Trade Secret**" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"**use**" or "**run**" means to copy, install, use, access, display, run or otherwise interact with;

"**Volume Licensing Site**" means http://www.microsoft.com/licensing/contracts or a successor site.

2. ***Services.*** The precise scope of the Professional Services will be specified in a Statement of Services.

Customer or any of Customer's Affiliates may enter into Statements of Services under this Amendment with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. ***Use, ownership, rights and restrictions.***

   a. ***Products.*** Unless otherwise specified in the Enrollment, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement.

   b. ***Fixes and Services Deliverables.***

      i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in the Agreement.

      ii. ***Pre-Existing Work.*** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

      iii. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Amendment.

      iv. ***Affiliates' rights.*** Customer may only sublicense its rights in Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Amendment.

   c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Amendment.

   d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

   e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Amendment or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

*4. **Confidentiality.*** Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its representatives who have had access to Confidential Information. Each party agrees that use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Amendment or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

*5. **Compliance with applicable laws, privacy and security.***

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

*6. **Warranties.***

a. ***Limited warranties and remedies – Professional Services.*** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. ***Exclusions.*** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Amendment, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. ***DISCLAIMER.*** **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, merchantability, fitness for a particular purpose, title and non-infringement.**

7. Defense of third-party claims.

To the extent not prohibited by applicable law, the parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it (subject to (subject to 28 U.S.C. § 516 is Customer is a Federal Government agency). The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Amendment (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's license and refund any fees paid for such Fix(es) and Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

c. Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498, if Customer is a Federal Government agency,

8. Limitations of liability.

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services, subject to the following.

a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5000.

b. **Exclusions. In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.**

c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject

to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. ***Term and termination.*** This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. ***Miscellaneous.***

a. ***Notices.*** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. ***Applicable law; dispute resolution.*** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.

c. ***Severability.*** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

e. ***Survival.*** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.

f. ***Microsoft as independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

g. ***Use of contractors.*** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.

h. ***Insurance while performing Professional Services on Customer's premises.*** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

i. ***Amendments.*** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

j. ***No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

k. ***Professional Services payment terms.*** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

l. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Amendment and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

   If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

m. **No third-party beneficiaries.** This Amendment does not create and third-party beneficiary rights.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

_Consulting Services Amendment for EA Attach.docx	CTM	CTM-FWK-CTC-AGR	BD

LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00933
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
BETWEEN
COUNTY OF RIVERSIDE
And
CDW GOVERNMENT LLC

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and CDW Government LLC, an Illinois Limited Liability Company authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00933shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such

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funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
CDW Government LLC
Attn: Brian Fisher
230 N. Milwaukee Ave
Vernon Hills, IL 60061
jordham@cdwg.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.

7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.
Exhibit B: LSP Reporting of Active Enrollments.
Exhibit C: Microsoft LSP Participation Form.
Exhibit D: Microsoft EA Benefits for Government Agencies.
Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the entity is a corporation, the signatures of two corporate officers (the president, vice

president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

CDW GOVERNMENT LLC, an Illinois Limited Liability Company authorized to conduct business in the State of California.

By: _____ Anup Sreedharan (Jul 9, 2024 10:09 CDT) HK
Name: Anup V. Sreedharan
Title: Sr. Manager, Program & Contract Management

Dated: 07/09/24

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____ Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/9/2024

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Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:

Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

Pricing:

1. Microsoft Enterprise License Subscription and services

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	3.75
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	3.75
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	3.75
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	3.75
All products for Select Plus Agreement No.7756479.		3.75
Microsoft Unified Support Services		3.75
Microsoft Consulting Services		3.75
Microsoft Incident Response		3.75

2. License Support Provider (LSP) Solution Area Specific Capability:

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	5000+	100-25000	Can be furnished upon request
Number of successful customer production SharePoint deployments/migrations?	2500+	250-15000	Can be furnished upon request
Number of successful customer production Teams deployments/migrations?	1000+	250-15000	Can be furnished upon request
Number of successful customer production Teams Voice deployments/PBX migrations?	500+	250-10000	Can be furnished upon request
Number of people with specialized expertise on technologies listed above	600+		

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	$225
Build Intelligent Agents	Yes	$225
Machine Learning	Yes	$225
Internet of Things	Yes	$225
Globally distributed data	Yes	$225
OSS Databases	Yes	$225
Cloud Scale Analytics	Yes	$250
Data Platform Modernization to Azure	Yes	$225
Windows Server on Azure	Yes	$225
Security & Management	Yes	$230
Datacenter Migration	Yes	$225
Modern Business Intelligence	Yes	$225
Copilot	Yes	$225
Biz Apps		
Customer Service	Yes	$215
Field Service	Yes	$215
Marketing	Yes	$215
Talent	Yes	$215
Finance and Operations	Yes	$215
Business Central	Yes	$215
Power Apps	Yes	$225
Power BI	Yes	$225
Apps and Infrastructure		
Azure Stack	Yes	$225
High Performance Compute	Yes	$225
Cloud Native Apps using Serverless	Yes	$250
Modernize Apps	Yes	$225
SAP on Azure	Yes	$225
Linux on Azure	Yes	$225
Dev Ops	Yes	$225
Business Continuity & Disaster Recovery	Yes	$225
Windows Server on Azure	Yes	$225
Security & Management	Yes	$230
Datacenter Migration	Yes	$225
Modern Workplace		
User Adoption & Change Management	Yes	$225
Security	Yes	$230
GDPR & Compliance	Yes	$225
Teamwork	Yes	$225
Calling & Meetings	Yes	$225
Modern Desktop	Yes	$225
Office 365 Migration Assistance	Yes	$225
Mail	Yes	$225
Teams	Yes	$225
SharePoint	Yes	$225
OneDrive	Yes	$225

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	**TBD**

Master Enrollment	**Enrollment Number:**	**Enrollment Entity:**	**Start Date:**	**End Date:**	**Annual Sales** Reporting Term: Calendar Year	**Enrollment Contact:**	**Enrollment Contact Email:**	**Enrollment Contact Tel:**
		County of Riverside	XX/XX/ XXXX	XX/XX /XXXX		John Doe		

Exhibit C
MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	**Payment should be made to:**
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: CDW Government LLC

Name: Brian Fisher Title: Dir Program Management

Address: 230 N. Milwaukee Ave

City: Vernon Hills, IL Zip Code: 60061 Telephone #: (847) 419-7342

Fax #: (847) 465-5131 Email: jordham@cdwg.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Brian Fisher 5/9/24
Signature Date

Brian Fisher Dir Program Management
Printed Name Title

*Please reference the CDW•G Terms of Offer found on page 26 of our response.

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software

Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* *indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

   (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

   (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

   (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

   (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

   Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

   (i) an Affiliate, or

   (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	FORM APPROVED COUNTY COUNSEL
Printed First and Last Name* Ines Mark	BY NEAL R. KIPNIS DATE 7/17/13
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title*** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title*** **Signature Date***

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"Affiliate" means

a. with regard to Customer

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software,or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Commercial Product service packs);

"License" means Registered Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft entity that has entered into this agreement by accepting Customer's registration;

"Order" means the document Customer or Customer's Affiliate submits under this agreement to acquire Licenses or Services;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Subscription Agreement, or a Select Agreement.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this agreement;

"Reseller" means a large account reseller authorized by Microsoft to resell Licenses in a Registered Affiliate's region under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.**

(i) **License only.** Registered Affiliate's right to run copies of any Product for which it orders only a License is temporary until the Registered Affiliate has paid for that License in full and Microsoft has collected such payment. Thereafter, Registered Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** Registered Affiliate's right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:

1) the Registered Affiliate has paid all installments of the price for such coverage and the Order or renewal term during which such Product Licenses were ordered has expired or been renewed or

2) the Registered Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Registered Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

(iii) **Subscription Licenses.** Subscription Licenses are not perpetual under any circumstances.

d. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product Use Rights.

e. **Non-Perpetual Licenses.** Some Products may be licensed on a fixed term or subscription basis. The right to Use Products licensed on a subscription basis terminates upon expiration of the subscription agreement if it is not renewed.

f. **License confirmation.** This agreement, the applicable Order, the Registered Affiliate's Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Registered Affiliate's evidence of all Licenses obtained under its Order as described in this agreement.

g. **Prior version rights.** A Registered Affiliate may run prior versions of any Product it Licenses under this agreement. A Registered Affiliate may run different language versions of any Product it Licenses under this agreement, provided that the License, L&SA, or Software Assurance for that different language version is available at the same, or lower price, than the price paid for the language version ordered of the same Product and License type.

5. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product. The latest version of the Product Use Rights is available at http://www.microsoft.com/licensing/contracts.

(i) **Product Use Rights for current and future versions of Products.** The Product Use Rights in effect on the effective date of the agreement will apply to all Registered Affiliates' use of then-current versions of each Product, regardless of the date of the Order. For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Registered Affiliates' use of that version.

(ii) **Product Use Rights for earlier versions (downgrade).** If a Registered Affiliate runs an earlier version of a Product than the version that was current on the agreement effective

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

e. **Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

7. *Making copies of Products and re-imaging rights.*

a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this agreement.

b. **Copies for training, evaluation, and back-up.** The Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations.

c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version and components of the copies made must be identical to the Product, language, version and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Any Product-specific requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual licenses to:

Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. **Internal Reassignment of Licenses and Software Assurance.**

(i) **For Products other than the desktop operating system upgrade**. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) **For desktop operating systems**. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. *Term and termination.*

a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.

b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

Affiliate of Customer, Customer must promptly notify Microsoft of this fact, and Microsoft may terminate the divested Registered Affiliate's registration.

e. **Affiliate termination.** If (1) a Registered Affiliate terminates its registration as a result of a breach by Microsoft, or (2) if Microsoft terminates Registered Affiliate's registration because it has ceased to be an Affiliate of Customer, or (3) Registered Affiliate terminates a registration for non-appropriation of funds, or (4) Microsoft terminates a registration for non-payment due to non-appropriation of funds,, then the Registered Affiliate will have the following options with regard to any Orders it has under the agreement:

   (i) For Licenses available on a perpetual basis, it may immediately pay the total remaining amount due, including all installments, in which case the Registered Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

   (ii) It may pay only amounts due as of the termination date, in which case the Registered Affiliate will have perpetual Licenses for:"

      1) all copies of all Products for which payment has been made in full (including the latest version of Products under Software Assurance coverage), and

      2) the number of copies of Products it has ordered (including the latest version of Products under Software Assurance) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

   Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated registration.

f. **Effect of termination.** When this agreement, a registration or an Order is terminated,

   (i) Each affected Registered Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an Order. Except for the options provided above in the event of termination of a Registered Affiliate's registration, any and all unpaid payments or any order of any kind, including subscription services, immediately become due and payable.

   (ii) Registered Affiliate's right to Software Assurance benefits under this agreement ends for all Software Assurance for which payment has not been made in full.

10. How to renew an Order.

Microsoft will provide prior notice of expiration of any Software Assurance ordered under the agreement advising Customer of its Software Assurance renewal options. Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.

To maintain Software Assurance coverage for any copies previously ordered under this agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term.

Consequences of non-renewal. If Registered Affiliate elects not to place another Order for Software Assurance and it otherwise allows Software Assurance for any copies of any Products licensed to lapse, then the Registered Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

Renewing Software Assurance. If Registered Affiliate is placing an Order for Software Assurance from multiple Select programs or is consolidating multiple previous Enrollments or agreements into this agreement, please complete the multiple previous Enrollment form.

11. *Restrictions on use.*

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

   (i) is, or becomes, publicly available without a breach of this agreement;

   (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

   (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

   (iv) is independently developed; or

   (v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

   (i) In general. Subject to the other terms of this agreement, each party agrees:

      1) it will not disclose the other's Confidential Information to third parties; and

      2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and representatives.**

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

13. *Warranties.*

a. **Limited warranty.** Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. **Limited warranty term.** The limited warranty for:

(i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. Defense of infringement, misappropriation, and third party claims.

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;or

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) **Microsoft's offerings.** If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) **Customer Data or use of non-Microsoft software with Online Services**. If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party**. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

15. Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Customer paid for the Product giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

17. *Non-Microsoft Software or Technology.*

a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.

c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

18. *Miscellaneous.*

a. Notices to Microsoft. Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile:(425) 936-7329

b. Assignment. Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. Subcontractors. Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. Severability. If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

e. Waiver. A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

   The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.

o. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.

Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **3-0000003183189**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Dell Inc.

Program/Versio

SLP SLG 2012

(MSLI Scanning Code)

ACCOUNT: County of Riverside

4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Last Saved by Quinn Greenly
Revision 3.9

7/23/2013 2:02:23 PM

10/12/2005

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7756479

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature*
Printed First and Last Name* Ines Mark
Printed Title* Procurement Contract Specialist
Signature Date* 07/17/2013
Tax ID 95-6000930

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS DATE 7/17/13

** indicates required field*

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Licensing, GP JUL 23 2013 Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date) 7/1/2013	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer

Email of Preparer

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

RIVCO-8084445-M-AMD2

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature*
Printed First and Last Name* RICHARD R. HAI
Printed Title SR. PROCUREMENT CONTRACT SPECIALIST
Signature Date* 01/30/2020
Tax ID

** indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH 1/30/2020 DATE

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Microsoft Corporation JAN 29 2020 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number	8084445	RIVCO-8084445-M-AMD2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

Terms and Conditions

1. Definitions. All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"**Customer**" means the legal entity that has entered into the Agreement;

"**Customer Data**" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"**day**" means a calendar day, except references that specify "business day";

"**Fix**" or "**Fixes**" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"**Microsoft**" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"**Pre-Existing Work**" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"**Professional Services**" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"**Service Deliverables**" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"**Statement of Services**" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;

"**Trade Secret**" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"**use**" or "**run**" means to copy, install, use, access, display, run or otherwise interact with;

"**Volume Licensing Site**" means http://www.microsoft.com/licensing/contracts or a successor site.

2. ***Services.*** The precise scope of the Professional Services will be specified in a Statement of Services.

Customer or any of Customer's Affiliates may enter into Statements of Services under this Amendment with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. ***Use, ownership, rights and restrictions.***

   a. ***Products.*** Unless otherwise specified in the Enrollment, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement.

   b. ***Fixes and Services Deliverables.***

      i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in the Agreement.

      ii. ***Pre-Existing Work.*** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

      iii. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Amendment.

      iv. ***Affiliates' rights.*** Customer may only sublicense its rights in Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Amendment.

   c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Amendment.

   d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

   e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Amendment or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

*4. **Confidentiality.*** Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its representatives who have had access to Confidential Information. Each party agrees that use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Amendment or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

*5. **Compliance with applicable laws, privacy and security.***

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

*6. **Warranties.***

a. ***Limited warranties and remedies – Professional Services.*** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. ***Exclusions.*** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Amendment, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. ***DISCLAIMER.*** **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, merchantability, fitness for a particular purpose, title and non-infringement.**

7. ***Defense of third-party claims.***

To the extent not prohibited by applicable law, the parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it (subject to (subject to 28 U.S.C. § 516 is Customer is a Federal Government agency). The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Amendment (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's license and refund any fees paid for such Fix(es) and Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

c. Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498, if Customer is a Federal Government agency,

8. ***Limitations of liability.***

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services, subject to the following.

a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5000.

b. **Exclusions. In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.**

c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject

to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. ***Term and termination.*** This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. ***Miscellaneous.***

a. ***Notices.*** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. ***Applicable law; dispute resolution.*** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.

c. ***Severability.*** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

e. ***Survival.*** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.

f. ***Microsoft as independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

g. ***Use of contractors.*** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.

h. ***Insurance while performing Professional Services on Customer's premises.*** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

i. ***Amendments.*** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

j. ***No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

k. ***Professional Services payment terms.*** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

l. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Amendment and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

   If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

m. **No third-party beneficiaries.** This Amendment does not create and third-party beneficiary rights.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

_Consulting Services Amendment for EA Attach.docx	CTM	CTM-FWK-CTC-AGR	BD

LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00934
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
BETWEEN
COUNTY OF RIVERSIDE
And
DELL MARKETING, L.P.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Dell Marketing, L.P., A Texas Limited Partnership authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. LSP's sale and County's use of the Microsoft Software and Online Services performed by Microsoft shall be subject to the terms and conditions set forth in the Microsoft Enterprise Agreement (8084445) between the County and Microsoft. LSP shall not be responsible or liable for Microsoft's performance of its obligations under the Enterprise Agreement.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes,

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Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5 Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 If the LSP is in default, refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure after 30 days after written notice is given . The County may terminate this agreement for Cause. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If

any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
Dell Marketing, L.P.
Attn: Sarina Konnoff
One Dell Way
Round Rock, TX 78682
Sarina.Konnoff@Dell.com
Dell_Legal_Notices@Dell.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement

or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.
Exhibit B: LSP Reporting of Active Enrollments.
Exhibit C: Microsoft LSP Participation Form.
Exhibit D: Microsoft EA Benefits for Government Agencies.
Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties

in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

DELL MARKETING, L.P., A Texas Limited Partnership authorized to conduct business in the State of California

By: Katherine Castillo
Name: Katherine Castillo
Title: Paralegal Advisor

Dated: 07/16/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____ Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/22/2024

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Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, similar terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which payment includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:

Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

Pricing:

1. Microsoft Enterprise License Subscription and services

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	4.00
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	4.00
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	4.00
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	4.00
All products for Select Plus Agreement No.7756479.		4.00
Microsoft Unified Support Services		4.00
Microsoft Consulting Services		4.00
Microsoft Incident Response		4.00

2. License Support Provider (LSP) Solution Area Specific Capability:

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	100+	10,000+	Yes
Number of successful customer production SharePoint deployments/migrations?	100+	10,000+	Yes
Number of successful customer production Teams deployments/migrations?	100+	10,000+	Yes
Number of successful customer production Teams Voice deployments/PBX migrations?	100+	10,000+	Yes
Number of people with specialized expertise on technologies listed above	200+		

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	$50 - $475
Build Intelligent Agents	Yes	$50 - $475
Machine Learning	Yes	$50 - $475
Internet of Things	Yes	$50 - $475
Globally distributed data	Yes	$50 - $475
OSS Databases	Yes	$50 - $475
Cloud Scale Analytics	Yes	$50 - $475
Data Platform Modernization to Azure	Yes	$50 - $475
Windows Server on Azure	Yes	$50 - $475
Security & Management	Yes	$50 - $475
Datacenter Migration	Yes	$50 - $475
Modern Business Intelligence	Yes	$50 - $475
Copilot	Yes	$50 - $475
Biz Apps		
Customer Service	Yes	$50 - $475
Field Service	Yes	$50 - $475
Marketing	Yes	$50 - $475
Talent	Yes	$50 - $475
Finance and Operations	Yes	$50 - $475
Business Central	Yes	$50 - $475
Power Apps	Yes	$50 - $475
Power BI	Yes	$50 - $475
Apps and Infrastructure		
Azure Stack	Yes	$50 - $475
High Performance Compute	Yes	$50 - $475
Cloud Native Apps using Serverless	Yes	$50 - $475
Modernize Apps	Yes	$50 - $475
SAP on Azure	No	NA
Linux on Azure	Yes	$50 - $475
Dev Ops	Yes	$50 - $475
Business Continuity & Disaster Recovery	Yes	$50 - $475
Windows Server on Azure	Yes	$50 - $475
Security & Management	Yes	$50 - $475
Datacenter Migration	Yes	$50 - $475
Modern Workplace		
User Adoption & Change Management	Yes	$50 - $475
Security	Yes	$50 - $475
GDPR & Compliance	Yes	$50 - $475
Teamwork	Yes	$50 - $475
Calling & Meetings	Yes	$50 - $475
Modern Desktop	Yes	$50 - $475
Office 365 Migration Assistance	Yes	$50 - $475
Mail	Yes	$50 - $475
Teams	Yes	$50 - $475
SharePoint	Yes	$50 - $475
OneDrive	Yes	$50 - $475

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	TBD

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Sales Reporting Term: Calendar Year	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C
MICROSOFT LSP PARTICIPATION FORM

Dell Customer Communication - Confidential

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

RCIT

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	Payment should be made to:
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Dell Marketing, L.P.

Name: Sarina Konnoff Title: Proposal Manager

Address: One Dell Way

City: Round Rock, TX Zip Code: 78682 Telephone #: 925-200-8506

Fax #: N/A Email: Sarina.Konnoff@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8064445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature — May 9, 2024 (Date)

Sarina Konnoff (Printed Name) — Proposal Manager (Title)

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

  More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for 'Program Availability'. The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

   (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

   (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

   (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

   (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

   Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

   (i) an Affiliate, or

   (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ **This contact is a third party (not the entity).** Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside **Signature*** _____ **Printed First and Last Name*** Ines Mark **Printed Title*** Procurement Contract Specialist **Signature Date*** 07/17/2013
Tax ID 95-6000930

FORM APPROVED COUNTY COUNSEL
BY: _____ DATE 7/17/13
NEAL R. KIPNIS

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title*** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title*** **Signature Date***

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"Affiliate" means

a. with regard to Customer

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software,or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Commercial Product service packs);

"License" means Registered Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft entity that has entered into this agreement by accepting Customer's registration;

"Order" means the document Customer or Customer's Affiliate submits under this agreement to acquire Licenses or Services;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Subscription Agreement, or a Select Agreement.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this agreement;

"Reseller" means a large account reseller authorized by Microsoft to resell Licenses in a Registered Affiliate's region under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.**

(i) **License only.** Registered Affiliate's right to run copies of any Product for which it orders only a License is temporary until the Registered Affiliate has paid for that License in full and Microsoft has collected such payment. Thereafter, Registered Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** Registered Affiliate's right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:

1) the Registered Affiliate has paid all installments of the price for such coverage and the Order or renewal term during which such Product Licenses were ordered has expired or been renewed or

2) the Registered Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Registered Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

(iii) **Subscription Licenses.** Subscription Licenses are not perpetual under any circumstances.

d. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product Use Rights.

e. **Non-Perpetual Licenses.** Some Products may be licensed on a fixed term or subscription basis. The right to Use Products licensed on a subscription basis terminates upon expiration of the subscription agreement if it is not renewed.

f. **License confirmation.** This agreement, the applicable Order, the Registered Affiliate's Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Registered Affiliate's evidence of all Licenses obtained under its Order as described in this agreement.

g. **Prior version rights.** A Registered Affiliate may run prior versions of any Product it Licenses under this agreement. A Registered Affiliate may run different language versions of any Product it Licenses under this agreement, provided that the License, L&SA, or Software Assurance for that different language version is available at the same, or lower price, than the price paid for the language version ordered of the same Product and License type.

5. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product. The latest version of the Product Use Rights is available at http://www.microsoft.com/licensing/contracts.

(i) **Product Use Rights for current and future versions of Products.** The Product Use Rights in effect on the effective date of the agreement will apply to all Registered Affiliates' use of then-current versions of each Product, regardless of the date of the Order. For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Registered Affiliates' use of that version.

(ii) **Product Use Rights for earlier versions (downgrade).** If a Registered Affiliate runs an earlier version of a Product than the version that was current on the agreement effective

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

e. **Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

7. *Making copies of Products and re-imaging rights.*

a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this agreement.

b. **Copies for training, evaluation, and back-up.** The Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations.

c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version and components of the copies made must be identical to the Product, language, version and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Any Product-specific requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual licenses to:

Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. **Internal Reassignment of Licenses and Software Assurance.**

(i) **For Products other than the desktop operating system upgrade**. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) **For desktop operating systems**. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. *Term and termination.*

a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.

b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

Affiliate of Customer, Customer must promptly notify Microsoft of this fact, and Microsoft may terminate the divested Registered Affiliate's registration.

e. **Affiliate termination.** If (1) a Registered Affiliate terminates its registration as a result of a breach by Microsoft, or (2) if Microsoft terminates Registered Affiliate's registration because it has ceased to be an Affiliate of Customer, or (3) Registered Affiliate terminates a registration for non-appropriation of funds, or (4) Microsoft terminates a registration for non-payment due to non-appropriation of funds,, then the Registered Affiliate will have the following options with regard to any Orders it has under the agreement:

   (i) For Licenses available on a perpetual basis, it may immediately pay the total remaining amount due, including all installments, in which case the Registered Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

   (ii) It may pay only amounts due as of the termination date, in which case the Registered Affiliate will have perpetual Licenses for:"

      1) all copies of all Products for which payment has been made in full (including the latest version of Products under Software Assurance coverage), and

      2) the number of copies of Products it has ordered (including the latest version of Products under Software Assurance) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

   Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated registration.

f. **Effect of termination.** When this agreement, a registration or an Order is terminated,

   (i) Each affected Registered Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an Order. Except for the options provided above in the event of termination of a Registered Affiliate's registration, any and all unpaid payments or any order of any kind, including subscription services, immediately become due and payable.

   (ii) Registered Affiliate's right to Software Assurance benefits under this agreement ends for all Software Assurance for which payment has not been made in full.

10. How to renew an Order.

Microsoft will provide prior notice of expiration of any Software Assurance ordered under the agreement advising Customer of its Software Assurance renewal options. Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.

To maintain Software Assurance coverage for any copies previously ordered under this agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term.

Consequences of non-renewal. If Registered Affiliate elects not to place another Order for Software Assurance and it otherwise allows Software Assurance for any copies of any Products licensed to lapse, then the Registered Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

Renewing Software Assurance. If Registered Affiliate is placing an Order for Software Assurance from multiple Select programs or is consolidating multiple previous Enrollments or agreements into this agreement, please complete the multiple previous Enrollment form.

11. *Restrictions on use.*

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

   (i) is, or becomes, publicly available without a breach of this agreement;

   (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

   (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

   (iv) is independently developed; or

   (v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

   (i) In general. Subject to the other terms of this agreement, each party agrees:

      1) it will not disclose the other's Confidential Information to third parties; and

      2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) Security precautions. Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) Sharing Confidential Information with Affiliates and representatives.

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) Disclosing Confidential Information if required to by law. Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. Length of Confidential Information obligations. Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

13. Warranties.

a. Limited warranty. Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. Limited warranty term. The limited warranty for:

(i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. Defense of infringement, misappropriation, and third party claims.

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;or

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) Microsoft's offerings. If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) Customer Data or use of non-Microsoft software with Online Services. If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party**. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

15. Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Customer paid for the Product giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

17. *Non-Microsoft Software or Technology.*

a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.

c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

18. *Miscellaneous.*

a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile:(425) 936-7329

b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. **Subcontractors.** Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

e. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

   The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.

o. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.

Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **3-0000003183189**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Dell Inc.

Program/Versio

SLP SLG 2012

(MSLI Scanning Code)

ACCOUNT: County of Riverside

4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7756479

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	
Printed First and Last Name* Ines Mark	
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	FORM APPROVED COUNTY COUNSEL BY NEAL R. KIPNIS DATE 10/7/13

** indicates required field*

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Licensing, GP JUL 23 2013 Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date)	7/1/2013

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer

Email of Preparer

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

RIVCO-8084445-M-AMD2

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH 1/30/2020 DATE

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature*
Printed First and Last Name* RICHARD R. HAI
Printed Title SR. PROCUREMENT CONTRACT SPECIALIST
Signature Date* 01/30/2020
Tax ID

** indicates required field*

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Corporation JAN 29 2020 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number	8084445	RIVCO-8084445-M-AMD2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

Terms and Conditions

1. Definitions. All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"**Customer**" means the legal entity that has entered into the Agreement;

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"**day**" means a calendar day, except references that specify "business day";

"**Fix**" or "**Fixes**" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"Microsoft" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"**Pre-Existing Work**" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"Professional Services" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"**Service Deliverables**" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"**Statement of Services**" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;

"**Trade Secret**" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"**use**" or "**run**" means to copy, install, use, access, display, run or otherwise interact with;

"**Volume Licensing Site**" means http://www.microsoft.com/licensing/contracts or a successor site.

2. ***Services.*** The precise scope of the Professional Services will be specified in a Statement of Services.

Customer or any of Customer's Affiliates may enter into Statements of Services under this Amendment with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. ***Use, ownership, rights and restrictions.***

   a. ***Products.*** Unless otherwise specified in the Enrollment, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement.

   b. ***Fixes and Services Deliverables.***

      i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in the Agreement.

      ii. ***Pre-Existing Work.*** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

      iii. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Amendment.

      iv. ***Affiliates' rights.*** Customer may only sublicense its rights in Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Amendment.

   c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Amendment.

   d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

   e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Amendment or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

*4. **Confidentiality.*** Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its representatives who have had access to Confidential Information. Each party agrees that use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Amendment or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

*5. **Compliance with applicable laws, privacy and security.***

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

*6. **Warranties.***

a. ***Limited warranties and remedies – Professional Services.*** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. ***Exclusions.*** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Amendment, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. ***DISCLAIMER.*** **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, merchantability, fitness for a particular purpose, title and non-infringement.**

7. *Defense of third-party claims.*

To the extent not prohibited by applicable law, the parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it (subject to (subject to 28 U.S.C. § 516 is Customer is a Federal Government agency). The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Amendment (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's license and refund any fees paid for such Fix(es) and Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

c. Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498, if Customer is a Federal Government agency,

8. *Limitations of liability.*

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services, subject to the following.

a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5000.

b. **Exclusions. In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.**

c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject

to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. ***Term and termination.*** This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. ***Miscellaneous.***

a. ***Notices.*** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. ***Applicable law; dispute resolution.*** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.

c. ***Severability.*** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

e. ***Survival.*** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.

f. ***Microsoft as independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

g. ***Use of contractors.*** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.

h. ***Insurance while performing Professional Services on Customer's premises.*** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

i. ***Amendments.*** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

j. ***No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

k. ***Professional Services payment terms.*** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

l. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Amendment and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

   If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

m. **No third-party beneficiaries.** This Amendment does not create and third-party beneficiary rights.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

_Consulting Services Amendment for EA Attach.docx	CTM	CTM-FWK-CTC-AGR	BD

LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00935
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
BETWEEN
COUNTY OF RIVERSIDE
And
SOFTCHOICE CORPORATION

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Softchoice Corporation, a New York Corporation authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00935 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such

SEP 10 2024 3.22

funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
Softchoice Corporation
Attn: William Miller
314 W Superior St. Suite 400
Chicago, 60654
william.miller@softchoice.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.
Exhibit B: LSP Reporting of Active Enrollments.
Exhibit C: Microsoft LSP Participation Form.
Exhibit D: Microsoft EA Benefits for Government Agencies.
Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the entity is a corporation, the signatures of two corporate officers (the president, vice

president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

SOFTCHOICE CORPORATION., a New York Corporation authorized to conduct business in the State of California.

By: Jeff Knowlton
Name: Jeff Knowlton
Title: SVP Sales and Demand Generation

AJ per AV
Softchoice Legal

Dated: Jul 3, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____ Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/8/2024

SEP 10 2024 3.22

Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:

Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

Pricing:

1. **Microsoft Enterprise License Subscription and services**

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	5.50
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	5.50
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	5.50
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	5.50
All products for Select Plus Agreement No.7756479.		8.00
Microsoft Unified Support Services		7.00
Microsoft Consulting Services		5.50
Microsoft Incident Response		5.50

2. **License Support Provider (LSP) Solution Area Specific Capability:**

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	2000+	Small to Medium and Enterprise	Yes
Number of successful customer production SharePoint deployments/migrations?	500+	Small to Medium and Enterprise	Yes
Number of successful customer production Teams deployments/migrations?	1000+	Small to Medium and Enterprise	Yes
Number of successful customer production Teams Voice deployments/PBX migrations?	1000+	Small to Medium and Enterprise	Yes
Number of people with specialized expertise on technologies listed above	100+	Small to Medium and Enterprise	Yes

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	$250
Build Intelligent Agents	Yes	$250
Machine Learning	Yes	$250
Internet of Things	Yes	$250
Globally distributed data	Yes	$250
OSS Databases	Yes	$250
Cloud Scale Analytics	Yes	$250
Data Platform Modernization to Azure	Yes	$250
Windows Server on Azure	Yes	$250
Security & Management	Yes	$250
Datacenter Migration	Yes	$250
Modern Business Intelligence	Yes	$250
Copilot	Yes	$250
Biz Apps		
Customer Service	Yes	$250
Field Service	Yes	$250
Marketing	Yes	$250
Talent	Yes	$250
Finance and Operations	Yes	$250
Business Central	Yes	$250
Power Apps	Yes	$250
Power BI	Yes	$250
Apps and Infrastructure		
Azure Stack	Yes	$250
High Performance Compute	Yes	$250
Cloud Native Apps using Serverless	Yes	$250
Modernize Apps	Yes	$250
SAP on Azure	Yes	$250
Linux on Azure	Yes	$250
Dev Ops	Yes	$250
Business Continuity & Disaster Recovery	Yes	$250
Windows Server on Azure	Yes	$250
Security & Management	Yes	$250
Datacenter Migration	Yes	$250
Modern Workplace		
User Adoption & Change Management	Yes	$250
Security	Yes	$250
GDPR & Compliance	Yes	$250
Teamwork	Yes	$250
Calling & Meetings	Yes	$250
Modern Desktop	Yes	$250
Office 365 Migration Assistance	Yes	$250
Mail	Yes	$250
Teams	Yes	$250
SharePoint	Yes	$250
OneDrive	Yes	$250

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	**TBD**

Master Enrollment	**Enrollment Number:**	**Enrollment Entity:**	**Start Date:**	**End Date:**	**Annual Sales** Reporting Term: Calendar Year	**Enrollment Contact:**	**Enrollment Contact Email:**	**Enrollment Contact Tel:**
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C
MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	Payment should be made to:
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Softchoice Corporation

Name: William Miller Title: Public Sector Sales Leader

Address: 314 W Superior St. Suite 400

City: Chicago Zip Code: 60654 Telephone #: (312) 752-3216

Fax #: _____ Email: william.miller@softchoice.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature

Apr 30, 2024
Date

Danielle Ryterband
Printed Name

Director, legal & privacy office
Title

AJ per AV
Softchoice Legal

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software

Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

7. Softchoice Corporation- LSP Agreement no. ITARC-935 (005) for signature

Final Audit Report 2024-07-03

Created:	2024-07-03
By:	Ayesha Jabbar (ayesha.jabbar@softchoice.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGuFJo8p4J_oYV71cBsYr-jmS2-hEoGGX

"7. Softchoice Corporation- LSP Agreement no. ITARC-935 (005) for signature" History

Document created by Ayesha Jabbar (ayesha.jabbar@softchoice.com)
2024-07-03 - 5:49:00 PM GMT- IP address: 70.54.79.79

Document emailed to Jeff Knowlton (Jeff.Knowlton@softchoice.com) for signature
2024-07-03 - 5:49:46 PM GMT

Email viewed by Jeff Knowlton (Jeff.Knowlton@softchoice.com)
2024-07-03 - 5:52:53 PM GMT- IP address: 104.47.74.126

Document e-signed by Jeff Knowlton (Jeff.Knowlton@softchoice.com)
Signature Date: 2024-07-03 - 5:55:47 PM GMT - Time Source: server- IP address: 72.15.59.2

Agreement completed.
2024-07-03 - 5:55:47 PM GMT

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number: 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. Term. The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

   (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

   (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

   (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

   (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

   Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

   (i) an Affiliate, or

   (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	FORM APPROVED COUNTY COUNSEL
Printed First and Last Name* Ines Mark	BY: NEAL R. KIPNIS DATE 7/17/13
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

Microsoft Volume Licensing

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"Affiliate" means

a. with regard to Customer

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software,or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Commercial Product service packs);

"License" means Registered Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft entity that has entered into this agreement by accepting Customer's registration;

"Order" means the document Customer or Customer's Affiliate submits under this agreement to acquire Licenses or Services;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Subscription Agreement, or a Select Agreement.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this agreement;

"Reseller" means a large account reseller authorized by Microsoft to resell Licenses in a Registered Affiliate's region under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.**

(i) **License only.** Registered Affiliate's right to run copies of any Product for which it orders only a License is temporary until the Registered Affiliate has paid for that License in full and Microsoft has collected such payment. Thereafter, Registered Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** Registered Affiliate's right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:

1) the Registered Affiliate has paid all installments of the price for such coverage and the Order or renewal term during which such Product Licenses were ordered has expired or been renewed or

2) the Registered Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Registered Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

(iii) **Subscription Licenses.** Subscription Licenses are not perpetual under any circumstances.

d. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product Use Rights.

e. **Non-Perpetual Licenses.** Some Products may be licensed on a fixed term or subscription basis. The right to Use Products licensed on a subscription basis terminates upon expiration of the subscription agreement if it is not renewed.

f. **License confirmation.** This agreement, the applicable Order, the Registered Affiliate's Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Registered Affiliate's evidence of all Licenses obtained under its Order as described in this agreement.

g. **Prior version rights.** A Registered Affiliate may run prior versions of any Product it Licenses under this agreement. A Registered Affiliate may run different language versions of any Product it Licenses under this agreement, provided that the License, L&SA, or Software Assurance for that different language version is available at the same, or lower price, than the price paid for the language version ordered of the same Product and License type.

5. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product. The latest version of the Product Use Rights is available at http://www.microsoft.com/licensing/contracts.

(i) **Product Use Rights for current and future versions of Products.** The Product Use Rights in effect on the effective date of the agreement will apply to all Registered Affiliates' use of then-current versions of each Product, regardless of the date of the Order. For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Registered Affiliates' use of that version.

(ii) **Product Use Rights for earlier versions (downgrade).** If a Registered Affiliate runs an earlier version of a Product than the version that was current on the agreement effective

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

e. **Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

7. *Making copies of Products and re-imaging rights.*

a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this agreement.

b. **Copies for training, evaluation, and back-up.** The Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations.

c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version and components of the copies made must be identical to the Product, language, version and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Any Product-specific requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual licenses to:

Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. **Internal Reassignment of Licenses and Software Assurance.**

(i) **For Products other than the desktop operating system upgrade**. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) **For desktop operating systems**. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. *Term and termination.*

a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.

b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

Affiliate of Customer, Customer must promptly notify Microsoft of this fact, and Microsoft may terminate the divested Registered Affiliate's registration.

e. **Affiliate termination.** If (1) a Registered Affiliate terminates its registration as a result of a breach by Microsoft, or (2) if Microsoft terminates Registered Affiliate's registration because it has ceased to be an Affiliate of Customer, or (3) Registered Affiliate terminates a registration for non-appropriation of funds, or (4) Microsoft terminates a registration for non-payment due to non-appropriation of funds,, then the Registered Affiliate will have the following options with regard to any Orders it has under the agreement:

   (i) For Licenses available on a perpetual basis, it may immediately pay the total remaining amount due, including all installments, in which case the Registered Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

   (ii) It may pay only amounts due as of the termination date, in which case the Registered Affiliate will have perpetual Licenses for:"

      1) all copies of all Products for which payment has been made in full (including the latest version of Products under Software Assurance coverage), and

      2) the number of copies of Products it has ordered (including the latest version of Products under Software Assurance) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

   Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated registration.

f. **Effect of termination.** When this agreement, a registration or an Order is terminated,

   (i) Each affected Registered Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an Order. Except for the options provided above in the event of termination of a Registered Affiliate's registration, any and all unpaid payments or any order of any kind, including subscription services, immediately become due and payable.

   (ii) Registered Affiliate's right to Software Assurance benefits under this agreement ends for all Software Assurance for which payment has not been made in full.

10. How to renew an Order.

Microsoft will provide prior notice of expiration of any Software Assurance ordered under the agreement advising Customer of its Software Assurance renewal options. Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.

To maintain Software Assurance coverage for any copies previously ordered under this agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term.

Consequences of non-renewal. If Registered Affiliate elects not to place another Order for Software Assurance and it otherwise allows Software Assurance for any copies of any Products licensed to lapse, then the Registered Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

Renewing Software Assurance. If Registered Affiliate is placing an Order for Software Assurance from multiple Select programs or is consolidating multiple previous Enrollments or agreements into this agreement, please complete the multiple previous Enrollment form.

11. *Restrictions on use.*

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

   (i) is, or becomes, publicly available without a breach of this agreement;

   (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

   (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

   (iv) is independently developed; or

   (v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

   (i) In general. Subject to the other terms of this agreement, each party agrees:

      1) it will not disclose the other's Confidential Information to third parties; and

      2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) Security precautions. Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) Sharing Confidential Information with Affiliates and representatives.

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) Disclosing Confidential Information if required to by law. Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. Length of Confidential Information obligations. Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

13. Warranties.

a. Limited warranty. Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. Limited warranty term. The limited warranty for:

(i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. Defense of infringement, misappropriation, and third party claims.

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;or

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) Microsoft's offerings. If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) Customer Data or use of non-Microsoft software with Online Services. If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party**. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

15. Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Customer paid for the Product giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

17. *Non-Microsoft Software or Technology.*

a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.

c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

18. *Miscellaneous.*

a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile:(425) 936-7329

b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. **Subcontractors.** Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

e. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

   The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

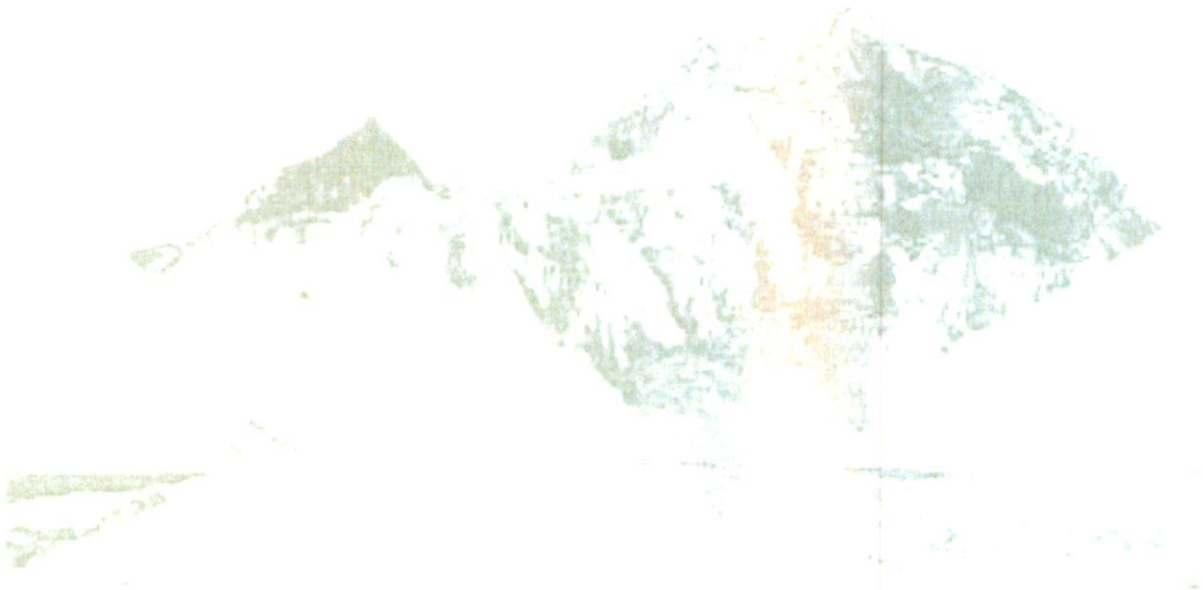
regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.

o. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.



Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **3-0000003183189**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Dell Inc.

Program/Versio

SLP SLG 2012

(MSLI Scanning Code)

ACCOUNT: County of Riverside 4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Last Saved by Quinn Greenly
Revision 3.9

7/23/2013 2:02:23 PM

10/12/2005

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7756479

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	
Printed First and Last Name* Ines Mark	
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE 7/17/13

** indicates required field*

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Microsoft Licensing, GP JUL 23 2013 Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date) 7/1/2013	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

AGENDA ITEM NO. 12.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Police Department

City Manager: **Department Head:**

SUBJECT:
Supplemental Support & Gap Analysis Agreement for Tyler Enterprise Software Suite

RECOMMENDED MOTION:
Staff recommends that Council approve the agreement with Robert Half Technology.

DISCUSSION:
The City of Hawthorne depends on Tyler's Enterprise Resource Planning (ERP) and Enterprise Permitting & Licensing (EPL) systems to manage essential functions such as financial operations, human resources, planning, permitting, cashiering, and reporting. These systems are critical to the City's ability to deliver services effectively and efficiently. With the retirement of a key staff member who served as the primary system analyst, the Information Technology Services (ITS) Department faces a temporary gap in expertise needed to both support current operations and evaluate opportunities to enhance the system's utilization.

While the ITS Department has been conducting knowledge transfer with the retiring analyst over the past year, there are limitations to how much detailed system knowledge and institutional expertise can be transferred in such a short period. The proposed agreement with Robert Half Technology is intended to serve as a supplemental resource during this transition, ensuring uninterrupted support for the Tyler systems while the City recruits and hires a new full-time staff member. In addition to providing day-to-day operational support, this engagement offers a valuable opportunity to evaluate the City's current use of the Tyler systems. The assigned professional will conduct a gap analysis, identifying areas where the systems could be better leveraged to improve efficiency and effectiveness. Key areas of focus include streamlining financial processes, integrating cashiering functionality, optimizing workflows for planning and permitting, and preparing the City for future system enhancements, such as deploying Tyler HCM (Human Capital Management) for employee onboarding and expanding public engagement tools like MyCivic and My311.

This dual-purpose approach--providing operational continuity and strategic evaluation--ensures the City can maintain current service levels while positioning itself to maximize the long-term value of the Tyler Systems investment. The agreement is structured to span from January 1, 2025, to June 30, 2025.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
N/A

FISCAL IMPACT:
Funding for this temporary staffing arrangement is derived from vacant positions in the ITS Department's operating budget, with a total cost not to exceed $95,000

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act

ATTACHMENTS

Statement of Work - RHT

STATEMENT OF WORK FOR ROBERT HALF TECHNOLOGY

This Statement of Work for Robert Half Technology ("SOW"), effective as of January 6, 2025, is entered into by and between **City of Hawthorne** ("Client") and Robert Half International Inc., through its division Robert Half Technology ("RHT").

1. **Scope of Engagement**. RHT will assign one or more individual(s) to Client to assist Client with its completion of the following:

   Streamlining financial systems and processes to enhance operational efficiency.Implementing the full Human Capital Management (HCM) module, including comprehensive employee onboarding functionality.Optimizing processes for planning, permitting, and electronic reviews (eReviews) to improve workflows.Enhancing processes and reporting capabilities for Tyler Payments and Cashiering.Migrating to the full versions of MyCivic and My311 to maximize engagement and functionality.Providing robust reporting across all operational areas to support data-driven decision-making.Performing a comprehensive gap analysis on all modules the City is licensed for and delivering detailed findings.

2. **Assigned Individuals.** RHT will assign the following individual(s) (each an "Assigned Individual") to Client for this engagement:

Name of Assigned Individual	Hourly Bill Rate	Estimated Start Date	Estimated End Date
Angela Sharpe	$ 187	01/01/2025	06/30/2025

3. **Contact Information**.

Client Representative	Robert Half Technology Representative
Name: Josh Armstrong	Name: Carolyn Chang
E-mail: JArmstrong@cityofhawthorne.org	E-Mail: Carolyn.chang@robnerthalf.com
Phone: (310) 970-6777	Phone: 310-760-6599
Address: 4455 W 126th St, Hawthorne, California, 90250	Address: 970 W. 190th Street | Suite 400 | Torrance | CA 90502 USA

4. **Termination**. Either party may terminate this SOW at any time upon [thirty] ([30]) days' prior written notice to the other party.

5. **General Conditions of Engagement**. RHT assigns the Assigned Individual(s) to Client pursuant to the General Conditions of Engagement attached hereto as Exhibit A and incorporated herein by reference.

Agreed to:
[Insert Client Name]

By_____
Authorized signature

Name (type or print): [Insert Client Contact Name]

Date:

Agreed to:
Robert Half International Inc.

By_____
Authorized signature

Name (type or print): [Insert RH Signatory Name]

Date:

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Robert Half International Inc. is an Equal Opportunity Employer M/F/D/V

Exhibit A
General Conditions of Engagement

Required Screenings.
If Client requires RH to perform background checks or other placement screenings of the Assigned Individuals, Client agrees to notify RH prior to the start of Services under this SOW. RH will conduct such checks or screenings only if they are described in a signed, written amendment to this SOW. If Client requests a copy of the results of any checks conducted on RH's Assigned Individuals, Client agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

Scope of Assignment.
Client shall supervise the Assigned Individuals. Client will not permit or require an Assigned Individual (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; or (v) to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by the Assigned Individual.

Cash Handling and Other Financial Transactions and Activities.
If Client permits or allows an Assigned Individual to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, Client accepts sole responsibility for all claims, demands and liability that may arise from permitting these activities. Client represents and warrants that to the extent Client permits or allows an Assigned Individual to engage in the activities described in this paragraph, Client will not permit or allow an Assigned Individual to handle more than (i) $1,000 per day if Client is a non-profit entity, or (ii) $25,000 per day if Client is a for-profit entity.

Workplace Safety.
Client agrees that Client has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to Client's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Assigned Individuals working on Client's premises. To ensure the safety of potentially vulnerable individuals on Client's premises, Client agrees not to permit Assigned Individuals to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under Client's care, custody or supervision because of mental health impairments. Client agrees that it will provide safe working conditions. If any assignment under this SOW is for work to be performed under a government contract or subcontract, Client will notify RHT immediately of any obligations in the government contract or subcontract relating to wages.

Operation of Vehicles and Equipment.
RHT does not authorize Assigned Individuals to operate machinery (other than office machines) or vehicles. If Client wishes to permit Assigned Individuals to drive for business purposes, Client accepts sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If Client requires our Assigned Individuals to drive a vehicle owned by Client or by a Client employee, Client agrees to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will Client permit an Assigned Individuals to: make bank deposits; carry cash in excess of $100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that Client accepts full responsibility for, and that RHT does not maintain insurance to cover any injury, damage, or loss that may result from Client's failure to comply with the foregoing.

Remote Work.
Client may request that an Assigned Individual provide services remotely (i.e., from a location other than Client's or Client's customer's premises) using a laptop and/or other computer or telecommunications equipment provided by Client or RH (collectively, the "Equipment"). In such case, Client acknowledges and agrees that RH shall have no control over, and Client shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment and related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, and (ii) the security or integrity of the data and other information stored therein or transmitted thereby. Moreover, Client must not permit an Assigned Individual to save or store any Client files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). Client agrees that RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

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Claims.
Client hereby agrees to waive all claims against Robert Half International Inc. and its subsidiaries, divisions and affiliates, including their respective employees, officers and directors (individually and together, "Robert Half") and to defend and indemnify Robert Half against any claim, demand or liability arising from Client's failure to comply with the terms of this Agreement, including, but not limited to, claims arising from any damage to goods, materials or other items. Client agrees that it is responsible for reporting any claim to RHT in writing during or within ninety (90) days after the termination of the applicable assignment. RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless Client has reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

Confidentiality.
Assigned Individuals will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Assigned Individual's signature. Client agrees to hold in confidence the identity of any Assigned Individual and the Assigned Individual's resume, social security number and other legally protected personal information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Limitation on Liability.
Circumstances may arise where, because of a default on RHT's part or other liability, Client is entitled to recover damages from RHT. Regardless of the basis on which Client is entitled to claim damages from RHT (including fundamental breach, negligence, misrepresentation or other contract or tort claim), RHT's liability, if any, will, in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages up to an amount equal to the fees actually paid to RHT for the services that are the subject of the claim. Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. It is understood that Client is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for Client, and RHT shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Employment Taxes, Withholdings and Insurance.
Each party will maintain workers' compensation insurance and commercial liability insurance. RHT will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Assigned Individuals. RHT reserves the right to re-assign any Assigned Individual.

Guarantee.
RHT guarantees Client's satisfaction with the services of each Assigned Individual by extending to Client a five (5) day (40 hours) guarantee period. If, for any reason, Client is dissatisfied with an Assigned Individual, RHT will not charge for the first forty (40) hours worked during the applicable guarantee period, provided that Client allows RHT to replace the Assigned Individual and Client contacts RHT regarding its dissatisfaction before the end of the applicable guarantee period. Unless Client contacts RHT before the end of the applicable guarantee period, Client agrees that the Assigned Individual is satisfactory. RHT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Services Provided on a Time and Materials Basis.
Notwithstanding any language to the contrary in this SOW with regard to fixed-price, deliverables or acceptance of deliverables, RHT shall be compensated on an hourly basis only. RHT is not providing deliverables under this SOW.

If, for any reason, any Assigned Individual is unable to complete his or her assignment, RHT will endeavor to provide a suitable replacement, subject to Client's approval. If RHT is unable to identify a replacement acceptable to Client, this SOW will be deemed to have automatically ended with respect to such Assigned Individual, except that Client shall remain liable to RHT for services provided by such Assigned Individual prior to his/her termination.

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Payment Terms.
Each Assigned Individual will present a time sheet or an electronic time record to Client's or Client's representative for verification and approval at the end of each week. RHT will bill Client weekly for the total hours worked. RHT's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by Client. In the event that Client fails to pay the invoices when due, Client agrees to pay all of RHT's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RHT may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RHT may increase its rates for the services provided under this SOW to reflect increases in RHT's own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. RHT will provide written or verbal notice of any increase in its rates for the services, and such increase will be prospective, starting as of the effective date RHT specifies.

Overtime.
If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

Expenses.
Travel and/or out-of-pocket expenses incurred by an Assigned Individual shall be reimbursed by Client immediately upon Client's receipt of invoice.

Hiring the Assigned Individual.
After Client evaluates the performance and potential of an Assigned Individual on the job, Client may wish to employ this person directly. In such event, Client agrees to pay a conversion fee. The conversion fee is payable if Client hires the Assigned Individual, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the Assigned Individual's assignment. Client also agrees to pay a conversion fee if an Assigned Individual is hired by (i) a subsidiary or other related company or business as a result of Client's referral of the Assigned Individual to that company or (ii) one of Client's customers as a result of the Assigned Individual providing services to that customer. The conversion fee will be owed and invoiced upon Client's hiring of the Assigned Individual, and payment is due upon receipt of the invoice. The same calculation will be used if Client converts the Assigned Individual on a part-time basis using the full-time equivalent salary.

The conversion fee will equal [thirty-five percent] ([35]%) of the Assigned Individual's aggregate annual compensation, including bonuses.

Miscellaneous.
For a change to be valid, both parties must sign it. Additional or different terms in any written communication from Client (such as a purchase order) are void. Any terms of this SOW which by their nature extend beyond the termination of this SOW will remain in effect until fulfilled, including any payment obligations, and apply to each party's respective successors and assignees. This SOW is the complete agreement regarding the engagement(s) identified on the first page of this SOW, and replaces any prior oral or written communications between RHT and Client regarding such engagement(s).

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AGENDA ITEM NO. 13.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Police Department

City Manager: **Department Head:**

SUBJECT:
Police Department Records Digitization Project

RECOMMENDED MOTION:
Staff Recommends that the City Council approve an agreement with Richo-USA for secure digital scanning services and data importation

DISCUSSION:
The Hawthorne Police Department seeks to modernize its records management practices by digitizing approximately 2 million pages of existing paper records and integrating them into the City's DocuWare Electronic Document Management System (EDMS). These records include police case files, field interview (FI) cards, and gang information cards, which are currently stored in physical formats that pose significant challenges for accessibility, storage, and long-term preservation.Ricoh USA, Inc. will oversee this project, handling document preparation, scanning, indexing, and integration of the digital records into the DocuWare system. The scope of work includes configuring digital file cabinets in DocuWare that align with the Police Department's operational needs and importing all digitized records into these secure and organized storage structures. Throughout the process, Ricoh will maintain rigorous quality assurance and data security protocols to ensure the integrity and confidentiality of all records.

Digitizing these records will streamline how the Police Department accesses and manages its information. By transitioning from physical files to a centralized, searchable digital system, the department will significantly reduce the time and effort required to retrieve records, improve operational efficiency, and enhance record accessibility for authorized users. Additionally, this project will eliminate the need for extensive physical storage space, addressing long-standing space constraints within the department. This initiative also supports the City's commitment to leveraging technology to enhance government operations while ensuring compliance with legal and regulatory standards for records management. The integration of these digitized records into DocuWare will provide a reliable, long-term solution for securely managing and accessing historical data.

The project is funded through the American Rescue Plan Act (ARPA) allocations, ensuring there is no direct cost to the City. To achieve the best pricing for these services, the department is utilizing a cooperative purchasing contract through OMNIA Public Sector/Government, contract code 2021002788. Ricoh will also provide training for Police Department staff to facilitate the seamless adoption and use of the digitized records system. Upon project completion, original documents will be securely destroyed in accordance with best practices and legal requirements.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
N/A

FISCAL IMPACT:
Funds for this is included in the ARPA funding allocation for the FY 2024/2025 and are not to exceed

$255,012.00 for this portion of the city wide scanning project.

NOTICING PROCEDURE:

72 hour posting notice pursuant to the Ralph M. Brown Act

ATTACHMENTS

Ricoh Digital Imaging Statement of Work
Ricoh Data Importation Statement of Work

RICOH
imagine. change.

STATEMENT OF WORK

HPD-CPQ83531-10.31.2024v5

For

Hawthorne Police Department

Pursuant to OMNIA Partners Public Sector

Project Name: Police Case Files

Prepared on: 12/3/24
By: Brian Trainer, Advisory Engineer

Ron Alexander, Digital Imaging Specialist
Ricoh USA, Inc. (Ricoh)
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Submitted To:
Josh Armstrong
Manager, Information Technology Systems
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12501 Hawthorne Boulevard
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Project Requirements & Assumptions

Introduction

Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail conversion services for Hawthorne Police Department ("Client").

Ricoh has outlined the Project scope and costs for this Project Based engagement. The service costs outlined in this document are based on Ricoh's experience and preliminary information received from Client. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

The pricing contained herein is valid for thirty (30) days from the date of this Statement of Work.

Project Summary

During the course of this conversion engagement, Ricoh will convert a total of 3 document/file population(s) to electronic format.

Population #1: Population Name: Police Case Files - Paper

- Estimated number of file boxes (1.2cf): 780
  - Estimated pages up to 11"x17" in dimension per container: 2,250.
  - Estimated pages >11"x17" up to 36"x48" in dimension per container: 0.
  - Percent of duplex pages: 10%
  - Percent of B&W originals: 95%
  - Percent of color originals: 5%
  - Total anticipated image count: 1,930,500
  - Number of files: 132,400
  - Barriers per box: 101-499 Barriers
- Data file will be provided by the Client containing all index values: No

Population #2: Population Name: FI Cards

- Estimated number of FI Cards: 2,500
  - Percent of duplex pages: 100%
  - Percent of B&W originals: 100%
  - Percent of grayscale and/or color originals: 0%
  - Total anticipated image count: 5,000
  - Number of files: 2,500
  - Barriers per box: 0 Barriers
- Data file will be provided by the Client containing all index values: No

Population #3: Population Name: Gang Information Cards

- Estimated number of FI Cards: 3,000
  - Percent of duplex pages: 100%
  - Percent of B&W originals: 100%
  - Percent of grayscale and/or color originals: 0%
  - Total anticipated image count: 6,000
  - Number of files: 3,000
  - Barriers per box: 0 Barriers
- Data file will be provided by the Client containing all index values: No

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Imaging Specifications & Assumptions

Processing Locations

Processing will occur in no other locations than those listed below, without Client approval.

Imaging of source media will be performed at Ricoh's or Ricoh's business partner's processing center(s) located in the continental United States.

Index capture from images will be performed by Ricoh's business partner located in India using a Citrix environment where original images will reside in Houston, TX.

Final conversion processing of images and index data will be performed in Ricoh's AWS Amazon cloud.

Imaging Grade

Document preparation is defined as Medium Prep.
Image quality checking is defined as Standard QC.
Document reassembly is defined as No Reassembly.

Imaging grade levels are further defined in the Imaging Grade Addendum.

Image Capture Specifications

Paper Case File Image Capture Specifications:

Originals will be scanned at a resolution of 300 dots per inch (dpi).

Pages will be captured as multipage images per file folder

Ricoh will capture black & white originals as bi-tonal (b&w) images.

Ricoh will capture color originals, including charts, graphs, and photographs as bi-tonal (b&w) images.

Any large format document larger than 11"x17" (regardless of original size) can be captured and inserted into a box of cut-sheet imaging as an image no larger than 27"x27" at a resolution of 300 DPI bitonal (200 DPI color).

Blank pages will normally be automatically dropped during the scanning process. Due to software limitations, Ricoh may not be able to remove 100% of blank pages (i.e., speckling, bleed through, or other marks).

FI Card:

Originals will be scanned at a resolution of 300 dots per inch (dpi).

Pages will be captured as multipage images per 2-sided card.

Ricoh will capture black & white originals as grayscale images.

Gang Information Card:

Originals will be scanned at a resolution of 300 dots per inch (dpi).

Pages will be captured as multipage images per 2-sided card.

Ricoh will capture black & white originals as grayscale images.

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Logical Document Determination (LDD)

Physical boundaries (e.g., staples, paperclips, rubber bands, binders, folders, etc.) accurately reflect the logical boundaries of the files and documents being processed, therefore LDD will not be performed.

Document Indexing Requirements & Assumptions

Index Process Specifications

Population #1: Police Case Files - Paper

Ricoh will capture of the following File Level index field:

1. **FIELD 01**
   a. Field Name: Year-File Number as 15-13960
   b. Field Size: 6-10
   c. Field Type: Alphanumeric
   d. Field Format: Handwritten
   e. Value is located on first page of file.

Population #2: FI Cards

Ricoh will capture of the following Document Level index field:

1. **FIELD 01**
   a. Field Name: Full Name
   b. Field Size: 11-35
   c. Field Type: Alphanumeric
   d. Field Format: Handwritten
   e. Value is located on the front side of FI cards. (Example: Last, First MI)
2. **FIELD 02**
   a. Field Name: Gang Name
   b. Field Size: 11-35
   c. Field Type: Alphanumeric
   d. Field Format: Handwritten
   e. Value is located on the front side of FI cards.
3. **FIELD 03**
   a. Field Name: Gang Affiliation
   b. Field Size: 11-35
   c. Field Type: Alphanumeric
   d. Field Format: Handwritten
   e. Value is located on the front side of FI cards.

4 FIELD 04

   a. Field Name: Date of Birth
   b. Field Size: Date
   c. Field Type: Alphanumeric
   d. Field Format: Handwritten
   e. Value is located on the front side of FI cards.

Population #3: Gang Information Cards

Ricoh will capture of the following Document Level index field:

1. **FIELD 01**
   a. Field Name: Full Name
   b. Field Size: 11-35
   c. Field Type: Alphanumeric
   d. Field Format: Handwritten
   e. Value is located on the front side of FI cards. (Example: Last, First MI)

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2. **FIELD 02**
    a. Field Name: Gang Name
    b. Field Size: 11-35
    c. Field Type: Alphanumeric
    d. Field Format: Handwritten
    e. Value is located on the front side of FI cards.
3. **FIELD 03**
    a. Field Name: Gang Affiliation
    b. Field Size: 11-35
    c. Field Type: Alphanumeric
    d. Field Format: Handwritten
    e. Value is located on the front side of FI cards.
4 **FIELD 04**
    a. Field Name: Date of Birth
    b. Field Size: Date
    c. Field Type: Alphanumeric
    d. Field Format: Handwritten
    e. Value is located on the front side of FI cards

Data & Image File Format Specifications

Data & Image File Formats

Technical specifications detailing the delivery format and naming conventions will be documented under separate cover for review, validation, and authorization by Client prior to commencement of production processing.

Converted image and index data files will be delivered in a batch\folder directory structure.

Captured Index field data may also be used within the naming conventions for the delivery folder and image files.

Images will be delivered as multi-page PDF images.

Index data will be delivered in a comma separated value (CSV) format.

The CSV file is included at no additional cost. Any other export file would require a technical services hour to be billed for its creation.

Data and images will be formatted for loading into Docuware

Index data for DocuWare will be formatted to mimic the clients pre-established coding. The coding will read as follows:

Population #1: Population Name:
Police Case Files – Paper
1,930,500 images

Population #2: Population Name:
FI Cards
5,000 images

Population #3: Population Name:
Gang Information Card
6000 images

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Optical Character Recognition (OCR) Processing

OCR will NOT be performed on any images of all populations.

Deliverable Media

Delivery Media

Image and index data will be delivered on FTP/sFTP.

Project Schedule

Production Timelines

Upon review of all original documents by the Operations team, a production timeline will be established and mutually agreed upon based on the current project workflow. **The Customer is required to provide approval within five (5) business days following receipt of the Data Interchange Test (DIT)**. Should approval not be provided within this period, additional storage fees will be incurred. Storage fees will be applied if approval is not received within the specified five business days. Please ensure that a storage fee is included in the pricing table for all SOWs.

Project Management

PM Resourcing

Project Management is crucial to the success of any commercial imaging project. Ricoh will assign a dedicated Project Manager (PM) to ensure the project stays on schedule, in scope, and within budget. The PM is the central point of communication, streamlining processes and maintaining clarity throughout the project lifecycle. They coordinate with all stakeholders and manage project resources closely. As a necessary requirement for each project, the client will be charged on an hourly basis for this PM effort, ensuring that the project is executed efficiently while meeting all requirements, quality standards, and objectives.

Inventory Control

Receipt of Media

Client will provide boxes.
Client will prepare and box documents for shipment.
Ricoh will schedule pick-ups from Client or Client-designated facility located at:

Mildred Henry, Police Records Manager
HMEA Board Secretary
Hawthorne Police Department
12501 Hawthorne Boulevard
Hawthorne, CA 90250
310-349-272
mhenry@hawthorneca.gov

Client anticipates releasing all originals or other media to Ricoh on or before 12/20/2024.

Rapid Response Service (File Access Requests)

Ricoh will provide file Rapid Response Service for the duration of this project. Ricoh cannot provide this service for files in transit. Rapid Response requests will be initiated via email to the Ricoh Project/Program Manager. Requests will contain agreed upon identifiable information (barcode number, file name, box number, or other information needed for direct physical file retrieval. The requested file will be retrieved, scanned, and delivered via sFTP, to the site set up by Ricoh at project start. Files will be delivered as PDF/A images within 48 hours of request receipt per the SLA. Business hours are defined as Monday through Friday (excluding holidays) from 8:00 AM - 5:00 PM local time of the location of the physical files. Ricoh will provide these requests at the current hourly rate.

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Original Document Disposition

Original paper or media will be shredded by Ricoh within thirty (30) days following the completion of image delivery and receipt of written authorization from the Client to proceed with document destruction. If written authorization is not received within this 30-day period, the original media will be returned to the Client, and additional return shipping fees will apply. Additionally, should files need to be re-uploaded for any reason, the Client will incur additional project management fees.

Should Client fail to accept the return or authorize the shredding of the original paper/media after scanning operations and image delivery is complete, or should the Client request in writing, the original paper/media will be delivered to an off-site third-party storage facility for storage until Ricoh receives a written authorization from Client directing the return or shredding of the original media. The storage of the original media will be subject solely to the terms and conditions found at https://www.ricoh-usa.com/en/about-us/online-terms-and-conditions (NRC Storage Terms and Conditions). Client will be charged the rates specified in the unit pricing for the transport and storage of the original media until Client provides written authorization for the return or shredding of the same.

Data & Image Retention

Ricoh will not be responsible for maintaining archival images or data information related to the deliverables after thirty (30) days from the delivery of final data and images.

Box Labels

Ricoh may affix tracking/control labels and/or asset tags to boxes.

Recipient of Deliverables

Mildred Henry, Police Records Manager
HMEA Board Secretary
Hawthorne Police Department
12501 Hawthorne Boulevard
Hawthorne, CA 90250
310-349-272
mhenry@hawthorneca.gov

Billing Contact

Mildred Henry, Police Records Manager
HMEA Board Secretary
Hawthorne Police Department
12501 Hawthorne Boulevard
Hawthorne, CA 90250
310-349-272
mhenry@hawthorneca.gov

Change Order Process

During the course of the Project, new or unforeseen requests or requirements may be presented, or changes may be requested to the Project or its scope. These additional tasks, functions or deliverables have not been provided under the scope of this Project. If Client requires or requests additions or changes with any of the above items, Ricoh can provide service or assistance; however, the costs for additional tasks or deliverables have not been included in the current estimates and will be in addition to the initial pricing. The following list provides a detailed process to follow if changes to components within or outside the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project/Program Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project/Program Managers will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written Change Order must be signed by both parties to authorize the implementation of the changes.
-

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Unit Pricing Table

Population 1 Unit Pricing - Police Case Files

QTY	Description	P-Code	Unit	Unit Price	Total
1,833,975	DI - Image Capture (Medium)	7038	Image	$0.06590	$120,858.95
0	DI - Image Capture (Heavy)	7036	Image	$0.08350	$0.00
96,525	DI - Image Capture - Color	7035	Image	$0.17560	$16,949.79
1,930,500	DI - QC (Basic)	7081	Image	$0.00740	$14,285.70
1,930,500	DI - Image Conversion - PDF	723	Image	$0.00680	$13,127.40
132,400	DI - Index Coding Citrix 6 to 10:HP or Search (Year-File#)	7131	Field	$0.03320	$4,395.68
1,930,500	DI - FTP Delivery	7021	Image	$0.00110	$2,123.55
Estimates are Pre-Tax		**Estimated Population Total:**			**$171,741.07**

Population 2 Unit Pricing - FI cards

QTY	Description	P-Code	Unit	Unit Price	Total
5,000	DI - Image Capture (Medium)	7038	Image	$0.06590	$329.50
0	DI - Image Capture (Heavy)	7036	Image	$0.08350	$0.00
5,000	DI - QC (Basic)	7081	Image	$0.00740	$37.00
5,000	DI - Image Conversion - PDF	723	Image	$0.00680	$34.00
2,500	DI - Index Coding Citrix 11 to 35:MP (Name)	7125	Field	$0.03390	$84.75
2,500	DI - Index Coding Citrix 11 to 35:MP (Gang Name)	7125	Field	$0.03390	$84.75
2,500	DI - Index Coding Citrix 11 to 35:MP (Gang Affiliation)	7125	Field	$0.03390	$84.75
2,500	DI - Index Coding Citrix Date:MP (DoB)	7129	Field	$0.02900	$72.50
5,000	DI - FTP Delivery	7021	Image	$0.00110	$5.50
Estimates are Pre-Tax		**Estimated Population Total:**			**$732.75**

Population 3 Unit Pricing - Gang Information Cards

QTY	Description	P-Code	Unit	Unit Price	Total
6,000	DI - Image Capture (Medium)	7038	Image	$0.06590	$395.40
0	DI - Image Capture (Heavy)	7036	Image	$0.08350	$0.00
6,000	DI - QC (Basic)	7081	Image	$0.00740	$44.40
6,000	DI - Image Conversion - PDF	723	Image	$0.00680	$40.80
3,000	DI - Index Coding Citrix 11 to 35:MP (Name)	7125	Field	$0.03390	$101.70
3,000	DI - Index Coding Citrix 11 to 35:MP (Gang Name)	7125	Field	$0.03390	$101.70
3,000	DI - Index Coding Citrix 11 to 35:MP (Gang Affiliation)	7125	Field	$0.03390	$101.70
3,000	DI - Index Coding Citrix Date:MP (DoB)	7129	Field	$0.02900	$87.00
6,000	DI - FTP Delivery	7021	Image	$0.00110	$6.60
Estimates are Pre-Tax		**Estimated Population Total:**			**$879.30**

➢ **Client Initials** _____

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Summary of Populations Pricing

Description		Image Qty	Estimated Total
Population 1 Unit Pricing - Police Case Files		1,930,500	$171,741.07
Population 2 Unit Pricing - FI cards		5,000	$732.75
Population 3 Unit Pricing - Gang Information Cards		6,000	$879.30
4	**Total Populations**	**Estimated Pre-Tax Total**	**$173,353.12**

Summary of Additional Fees

QTY	Description	P-Code	Unit	Unit Price	Total
1	DI - Transportation - 6 relocubes	7044	One Way	$13,396.00	$13,396.00
55	DI - (hr) Project Management	7002	Hour	$225.00	$12,375.00
16	DI - (hr) ASG Technical Services	7003	Hour	$225.00	$3,600.00
0	DI - (hr) Hand-time/Labor	7000	Hour	$85.00	$0.00
0	DI - File Retrieval	7077	Hour	$85.00	$0.00
780	DI - Shredding (File Box)	5325	Per Box	$6.00	$4,680.00
Estimates are Pre-Tax		**Estimated Additional Fees Total:**			**$34,051.00**

Summary of Total Costs

Description	Estimated Total
Total Combined Pricing of all Populations	$173,353.12
Total Combined Pricing of all Additional Fees	$34,051.00
Estimated Pre-Tax Total	**$207,404.12**

This is a fee for service engagement and the foregoing Estimated Pre-Tax Total is not a fixed cost, it is merely an estimate of the cost. **The minimum fee for off-site services is $10,000 per project**.

Ricoh will invoice based on the actual number of units processed multiplied by the unit cost as referenced in the above table. Pricing does not include shipping costs of deliverables.

This project including taxes is NOT TO EXCEED $235,000.00.

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Pricing & Payment Terms

Pricing is valid for thirty (30) days from the date of proposal. Each project is priced based on Ricoh's understanding of the scope and volume of the requirements as presented herein. Changes in that understanding or in the underlying express and/or implicit assumptions related to it may require substantial changes in price and schedule. All changes will be made in writing and agreed to by all parties prior to commencement of billable work.

1. Ricoh's services are offered based on the assumptions as defined herein. If the collection characteristics are substantially different from these assumptions, Ricoh reserves the right to re-price the services.
2. Delivery schedules are based on assumptions defined herein and substantial change in these assumptions may require delivery schedule changes.
3. Failure to provide Ricoh with a regular and consistent flow of materials may result in an increase in pricing and/or schedule delays.
4. Processing will be performed in accordance with the instructions set forth in this document and the addenda stated herein.
5. Pricing is offered as a comprehensive package of services. Ricoh reserves the right to re-price services if the Client decides not to have Ricoh perform certain services that have been quoted.
6. Invoicing will be based on the actual number of units multiplied by its unit or hourly rate and totaled.
7. Invoicing will occur on a monthly basis throughout the duration of the project. Each invoice will encompass all billable work completed up to the date of the invoice, regardless of whether that work has been delivered to the Client.
8. Payment for Ricoh services will be made to Ricoh and are due within thirty (30) days from date of invoice.
9. In the event payment is not received within ten (10) days of its due date a late charge of one and a half percent (1.5%) per month of the overdue amount will be charged to Client.
10. Annually, on the anniversary date of the MSA Effective Date, Ricoh will increase fees by an escalator of five (5%) for all Services within this SOW.
11. Client has thirty (30) days from receipt of a delivery to identify image file formatting issues. After this period, a service charge may be applied for corrections. This service charge accounts for reloading the data and/or images onto the system, reallocating staff, etc.

➢ **Client Initials _____**

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Terms and Conditions

The performance of the services described in this Statement of Work ("SOW") by Ricoh USA, Inc. ("Ricoh") for Hawthorne Police Department ("Client") is subject to and shall be governed solely by the following terms and conditions. If this SOW is made pursuant to a Master Agreement ("MA"), the terms and conditions set forth in such MA are incorporated herein by reference and made a part of this SOW, and shall control in the event of any conflict.

1. Services. From time to time, Client may engage Ricoh to perform any of the services (the "Services") described in this SOW. Changes to the scope of the Services shall be made only in a written Change Order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide the Services at the Client location set forth herein or on a remote basis. In consideration of the Services set forth in this SOW, Client shall pay Ricoh the fees in the amounts and at the rates set forth herein. Ricoh may suspend or terminate such services for non-payment. Client acknowledges that Ricoh's performance of any such Services is dependent upon Client's timely and effective performance of its responsibilities as set forth in this SOW. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

2. Service Warranties. Ricoh warrants that the Services performed hereunder will be performed in a good and workmanlike manner, and Client's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed.

3. Termination of Services. Upon thirty (30) days' prior written notice, either party may terminate any of the Services specified this SOW. In the event Ricoh terminates any Services procured hereunder or this SOW, Ricoh shall reimburse Client for any prepaid fees related to Services not rendered prior to termination. Upon termination of this SOW by Client, Client shall be responsible for payment for all Services completed by Ricoh and accepted by Client through the effective date of termination.

4. Confidentiality.

4.1 Ricoh recognizes that it must perform the Services in a manner that protects any information of Client or its clients that Client has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Client Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Client Confidential Information on a confidential basis. Ricoh further agrees that it will not disclose any Client Confidential Information without Client's prior written consent to any third party except to authorized representatives of Client or to employees or subcontractors of Ricoh who have a need to access such Client Confidential Information to perform the Services contemplated hereunder. Client Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, or (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Client. The terms of this SOW shall not be considered to be Client Confidential Information. Client acknowledges and agrees that any information provided by Client to Ricoh pursuant to this SOW is not Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA") or "nonpublic personal information" as defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder ("Gramm-Leach-Bliley"). In the event any information is PHI as defined by HIPAA or "nonpublic personal information" as defined under Gramm-Leach-Bliley, Client shall specifically identify information as such to Ricoh in writing.

4.2 Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of Client owned or Client leased equipment, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Client may engage Ricoh to perform such Data Management Services at its then-current rates. The selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, data information or documentation, as well as any loss of data resulting therefrom, shall be the sole responsibility of Client, and Client shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

4.3 Notwithstanding anything in this SOW to the contrary, Client is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is the Client's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Client's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT

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PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

4.4 Unless specifically set forth in writing, Ricoh has no obligation to provide encryption related to the provision of Services.

5. Indemnification.

5.1 Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of $1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents.

5.2 Client shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying of materials provided by Client hereunder. Notwithstanding any other provision of this SOW, nothing in this SOW shall be construed to give Ricoh any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. Client warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this SOW.

5.3 Without intending to create any limitation relating to the survival of any other provisions of this SOW, Ricoh and Client agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

6. Limitations. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS SOW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CLIENT OR A THIRD PARTY FOR ANY DAMAGES (1) RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW OR (2) RELATED TO THE LOSS, DAMAGE OR DESTRUCTION OF ANY NEGOTIABLE INSTRUMENTS PROVIDED BY THE CLIENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Ricoh shall be excused from any delayor failure in performance of the Services under this SOW for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CLIENT OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS SOW, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS SOW DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Assignment. Neither party shall assign or in any way dispose of all or any part of its rights or obligations under this SOW without the prior written consent of the other, which shall not be unreasonably withheld.

8. Force Majeure. Ricoh may, without liability, delay performance or cancel this SOW or any Services hereunder on account of force majeure or other circumstances beyond its control including, but not limited to, acts of God, actual or threatened war, armed conflict, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure.

9. Default. In addition to any other rights or remedies which either party may have under this SOW or at law or equity, either party shall have the right to cancel the Services provided under this SOW immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this SOW when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this SOW, and such failure or breach shall continue un-remedied for a period of ten (10) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. If Ricoh cancels this SOW under this Section, Client shall pay any reasonable costs and expenses (including attorneys' fees and expenses)

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incurred by Ricoh to collect any amounts owed by Client hereunder.

10. Intellectual Property. Intellectual property rights arising from the Services (but not the data, materials or content provided by Client) shall remain the property of Ricoh, and nothing contained in any Statement of Work shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Statement of Work or that may be independently developed by Ricoh outside the scope of the Statement of Work and without use of any confidential or otherwise restricted material or information thereunder. Client shall not use any services provided pursuant to a Statement of Work for any unlawful purpose.

11. Export Law; EU Data Directive.

11.1 Notwithstanding any other provision of this SOW, Client shall at all times remain solely responsible for complying with all applicable laws or regulations relating to export and re-export control (collectively, "Export Laws") and for obtaining any applicable authorization or license under the Export Laws. Client acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage third party Subcontractors, both foreign and domestic, to perform any portion of the Services on Ricoh's behalf. Client represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Export Law. Client shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any Export Laws arising from the performance of Services under this SOW.

11.2 Notwithstanding any other provision of this Agreement, Client shall at all times remain solely responsible for complying with all applicable Data Protection Directives, as hereafter defined, and for obtaining any applicable authorization or license under the Data Protection Directives. Client represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license or any other consent, approval or authorization is required under any Data Protection Directives ("Protected Information"). In the event Client intends to provide Ricoh with any Protected Information, Client shall identify such document, technology, software or item as Protected Information. Client shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation relating to export and re-export control of protected information under the EU Data Protection Directives (collectively, "Data Protection Directives") arising from the performance of Services under this Agreement.

12. Non-Solicitation. During the term of this SOW and for a period of one (1) year following the expiration or termination of this Agreement for any reason, Client shall not (i) offer to employ, or otherwise hire or engage any employee of Ricoh to whom it was introduced in connection with the transactions contemplated by this SOW, (ii) attempt to directly or indirectly induce or solicit any employee of Ricoh to whom it was introduced in connection with the transactions contemplated by this SOW to terminate his or her employment with Ricoh, or (iii) solicit or enter into any service engagement with any Ricoh client or client prospect to whom Client was introduced or referred in connection with the transactions contemplated by this SOW. Money damages are not an adequate remedy for a breach by Client of this Section, and, therefore, in addition to any other legal or equitable remedies available to it, Ricoh shall be entitled to obtain an injunction against such breach. The obligations set forth in this Section shall survive the termination or expiration of this SOW.

13. Governing Law. This SOW and any Services procured hereunder shall be governed by the laws of the Commonwealth of Pennsylvania both as to interpretation and performance, without regard to its choice of law requirements. All other ordering documents shall be governed by the law of the jurisdiction in which the Services are being performed. This SOW may be executed in two or more counterparts, each of which shall be deemed to be an original.

14. Miscellaneous. The parties agree that the terms and conditions contained in this SOW make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Client acknowledges and agrees that Ricoh does not undertake any conflict check procedure, whether formal or informal, to determine if Ricoh is performing services for an adverse party to Client. Furthermore, given the nature and the scope of Services provided hereunder, Ricoh has determined that a conflict check, whether formal or informal, are not necessary. Ricoh shall be permitted to conduct business in the normal course and engage customers even if the same is, in the reasonable judgment of the Client, adverse to the specific Services being performed for or on behalf of the Client. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this SOW or any document to procure Services hereunder must be in writing and signed by both parties. The delay or failure

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of either party to enforce at any time any of the provisions of this SOW shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this SOW. If any provision of this SOW is held to be invalid or unenforceable, this SOW shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. If more than one affiliate, subsidiary, client, or law firm of Client has signed this SOW, each such Client agrees that its liability is joint and several. If Client has signed this SOW on behalf of any of its subsidiaries or affiliates, or for the benefit of any third party, client or otherwise, Client shall remain liable for the obligations hereunder.

Ricoh and Client acknowledge that the services and prices that are offered to Client herein are based on the assumptions contained within this response, and assumptions to be identified by Ricoh during its more detailed evaluation and scope assessment following the engagement contemplated hereunder. All production processing will be executed pursuant to the imaging and coding instructions and instructions contained in this document and in its addenda herein. If Ricoh determines during the production processing of Client's document collection that the collection deviates from assumptions, Ricoh reserves the right to adjust unit price for the impacted service (effective as of the earliest date that such deviation occurred), and Client agrees to pay Ricoh in accordance with Ricoh's standard terms and conditions for such services. Ricoh will notify Client of its determination of any deviation from the assumptions contained within this response.

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Authorization to Commence Work

Client hereby authorizes Ricoh to proceed with services described and specified in the foregoing Statement of Work for Ricoh Services, and agrees to the terms and conditions as specified herein.

RICOH USA, INC. INTERNAL REVIEW

By: Brent Kinzel

Name: Brent Kinzel

Title: ASG Sr Manager

Date: 12/3/24

Client	RICOH USA, INC.
By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Purchase Order #:

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Addendum A – Processing Terms and Definitions

Barrier:
Any physical item or condition requiring manual hand/preparation time to make documents ready for scanning; barriers consist of items that must be: removed, unfolded, unbound, require a make-ready, require changes to scanner settings, require special handling, and/or require glasswork scanning.

Barrier examples include staples, clips, rubber-bands, folder prongs, folders, oversize, bound items/books, tagged originals, redwelds, notebooks, post it notes, index tabs, envelopes, zip sets, contrast issues, small pages, onion skin, fragile pages, physical media, file folders with multiple dividers/sections, tabs, condition of paper, pages with contrast issues.

Image:
The digital rendering of a single side of a single piece of scanned media (e.g., paper, microfilm, microfiche, aperture card, etc.).

Page:
A single sheet of paper, regardless of physical dimensions.

Document:
One or more pages which together comprise a single logical unit. Examples of different logical definitions would be an "Employment Application" on a duplex page, or a stapled group of pages comprising a "New Hire Pack", or the entire contents of the file folder of paper comprising a "HR file".

File (1):
An electronic version of a record, such as a PDF, JPEG or TIFF image. This definition is typically used in reference to deliverable output, could also be input.

File (2):
A collection of information representing on logical record. Typically used in reference to one or more folders, or documents pertaining to a single individual or matter.

Folder Tab:
The label portion of a physical file folder.

Section Divider (or indexed divider tab):
A physical partition within a File used to indicate logical breaks of separation, where the label portion is usually on a protruding tab.

Population:
A collection of source media sharing common attributes and/or processing requirements. Examples of possible population types would be "HR Employment Records", "HR Benefit Records", "Student Transcripts", and "Student Enrollment Files".

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Document Preparation

Client Preparation:
Client performs 100% of the document preparation. This includes removal of all barriers, creation and insertion of make-ready copies to address contrast issues, fragile pages, small pages that won't feed, etc. Client preparation also includes the unbinding or cutting/trimming of books, pamphlets, etc. that are hard bound, and the insertion of Ricoh-provided barcode sheets, patch sheets, or document coding/indexing sheets. Client preparation requires that all pages are loose.

Light Preparation:
Ricoh performs 100% of the preparation and includes the assumptions listed below:
- Documents are 8 ½ by 11" (letter size) up to 11"x17" (tabloid size)
- Ricoh will insert required barcodes and document coding sheets
- 100 barriers (see definition for barrier) with ~25 pages per barrier
- Guidelines are based on average box size (16x12x10 or 1.2cf)

Medium Preparation:
Ricoh performs 100% of the preparation and includes the assumptions listed below:
- Documents are 8 ½" x 11" (Letter Size) or 11"x17" (tabloid size)
- Ricoh will insert required barcodes and document coding sheets
- 101-499 barriers (see definition for barrier).
- Guidelines are based on average box size (16x12x10 or 1.2cf)

Heavy Preparation:
Ricoh performs 100% of the preparation and includes the assumptions listed below:
- Preparation includes mixed paper sizes
- Ricoh will insert required barcodes and document coding sheets
- 500 barriers (see definition above for barrier) or more in per box
- Guidelines are based on average box size (16x12x10 or 1.2cf)

Quality Control

Standard Quality Control:
Document Scanning Specialist will review images as they are being scanned on a dedicated monitor to ensure images are visible and the scanner is operating as required. Does not include a page-to-image comparison. Anticipated defect rate <5%.

Statistical/Sample Quality Control:
Ricoh will complete image to page QC on 10% of the images per box. **Example** - For a box with an images count of 2,500 images - The Ricoh Quality Control Specialist will review (page-to-image comparison) the first 100 images (~4%) of every box, 50 images (~2%) from the middle of the box, and 100 images (~4%) from the end of the box. The quality control process involves the QC Specialist checking for the following items on the ~10% of the population as defined above:
- Ensure all pages defined in the ~10% sampling were scanned
- No missed back sides
- Images are legible to the original
- Images requiring color are scanned per instructions
- Post-it notes handled per instructions
- Physical document breaks captured correctly per instructions

Full/Image-to-Page Quality Control:
Quality Control Specialist will:
- Perform page-to-image comparison of every page
- Ensure all pages are scanned
- No missed back sides
- Images are legible to the original
- Images requiring color are scanned per instructions
- Post-it notes handled per instructions
- Physical document breaks captured correctly per instructions

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Reassembly

No Reassembly:
All documents will remain loose, not returned to folders or binders. No removal of barcode and document coding sheets is necessary. Paper returned to its original pick up box/container

- Documents are not reassembled (re-stapled, re-clipped, re-bound, etc.)
- Documents are not returned to original folders or binds
- Documents are placed in original pick-up box/container
- Document order is maintained
- Ricoh may or may not remove barcodes placed in the documents during the preparation process

Light Reassembly:
Re-Assembly includes placing pages into folders (not including placing on prongs or within binder rings) without any staples or clips or any other type of barrier. Ricoh may or may not remove barcode and/or document coding sheets.

Medium Reassembly
Re-Assembly includes placing pages into folders, placing them on prongs or binder rings without any staples or clips or any other type of barrier. Ricoh may or may not remove barcode and/or document coding sheets.

Heavy Reassembly:
Re-Assemble documents as originally received. All barriers replaced as original. Ricoh will remove barcode and document coding sheets.

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Statement of Work

Import of BIS Scans into DocuWare

Created for:

CITY OF HAWTHORNE POLICE DEPT

Created by:

Stephen Adams

November 06, 2024

SOW DR/CPQ #

CPQ-136599

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Introduction

RICOH USA, INC. (“Ricoh”) has prepared the following Statement of Work(“SOW”) to detail services for the Import of BIS Scans into DocuWare project (the “Project”) at CITY OF HAWTHORNE POLICE DEPT (“Customer”).

This SOW outlines the Project scope and costs. The costs outlined in this SOW are based on Ricoh’s experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project. If there are any desired deliverables not listed in this SOW, Ricoh will manage those requests via our Change Control (“CO”) process (which may be billable).

Project Objective

The main objective(s) of the Project:

- Import BIS scanned documents into the customers DocuWare On-Prem system.
- Ricoh Professional Services will configure 3 file cabinets, 3 import configurations, assist BIS with crafting the DWConfig files and import the approximately 2,000,000 scanned pages into DocuWare

Project Scope

Services Included in the Project Scope

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the Project. See below under “Services Detail” for a complete description of these tasks.

1. Design
2. Implementation

Customer Location

The following Customer location is included in the scope of this Project.

Josh Armstrong
Manager, Information Technology Systems
Hawthorne Police Department
12501 Hawthorne Boulevard
Hawthorne, CA 90250
310-970-6777
jarmstrong@cityofhawthorne.org

Services Detail / Project Scope

The following are the services and tasks that Ricoh will perform to fulfill the defined deliverables in this SOW (the "Services"). Ricoh shall provide the Services on a remote basis.

1. Design

Ricoh and Customer Project team members will jointly gather, develop, and finalize the technical requirements for the Project including the validation of the preliminary requirements and configurations. These requirements will be translated into a technical design document ("TDD"). If applicable, the TDD will also include a User Acceptance Test ("UAT") plan, defined in the appendix, the Customer will utilize during the UAT phase of the project. Any changes to the Project scope are identified during this phase, Ricoh will address via the Change Control process.

Deliverable(s): TDD for Customer review and approval

2. Implementation

In this phase, Ricoh will install, configure, and test the solution as defined in the TDD and approved by Customer, as follows:

- Collaborate with BIS Staff to develop DWCtrl files used for each document population

- Ricoh will create 3 File Cabinets (Police Case Files, NI Cards, Gang Information Cards)
- Ricoh will configure 6 Index Fields per File Cabinet
- Will have 3 import configurations to Cabinet for BIS scanned documents
- Test the 3 import configurations
- Run imports of BIS scanned documents into DocuWare

Metadata Fields:

Police Case Files
Field 01

a. Field Name: Year-File Number as 15-13960
b. Field Size: 6-10
c. Field Type: Alphanumeric
d. Field Format: Handwritten
e. Value is located on first page of file.

Fi Cards

1. FIELD 01

a. Field Name: Full Name
b. Field Size: 11-35
c. Field Type: Alphanumeric
d. Field Format: Handwritten
e. Value is located on the front side of FI cards. (Example: Last, First MI)
f.

2. FIELD 02

a. Field Name: Gang Name
b. Field Size: 11-35
c. Field Type: Alphanumeric
d. Field Format: Handwritten
Value is located on the front side of FI cards.

3. FIELD 03

Field Name: Gang Affiliation
a. Field Size: 11-35
b. Field Type: Alphanumeric
c. Field Format: Handwritten
d. Value is located on the front side of FI cards.

4 FIELD 04

a. Field Name: Date of Birth
b. Field Size: Date
c. Field Type: Alphanumeric
d. Field Format: Handwritten
e. Value is located on the front side of FI cards.

Gang Information Cards

Ricoh will capture the following Document Level index field:

1. FIELD 01

a. Field Name: Full Name
b. Field Size: 11-35
c. Field Type: Alphanumeric
d. Field Format: Handwritten
e. Value is located on the front side of FI cards. (Example: Last, First MI)

2. FIELD 02

a. Field Name: Gang Name
b. Field Size: 11-35
c. Field Type: Alphanumeric
d. Field Format: Handwritten
e. Value is located on the front side of FI cards.

3. FIELD 03

a. Field Name: Gang Affiliation
b. Field Size: 11-35
c. Field Type: Alphanumeric
d. Field Format: Handwritten
e. Value is located on the front side of FI cards.

4 FIELD 04

a. Field Name: Date of Birth
b. Field Size: Date
c. Field Type: Alphanumeric
d. Field Format: Handwritten
e. Value is located on the front side of FI cards

Deliverable(s): Installed solution according to the specifications in the TDD and provide preliminary system testing and demonstrate compliance with requirements from the TDD.

Once installation, configuration, and testing are complete, Customer will conduct the user acceptance testing ("UAT") as discussed below. The order sequence of UAT and training will be identified and noted in the Project plan.

Training and Documentation

In this phase, Ricoh will provide the following materials and training for Customer. This training will be provided to the users that will be participating in the UAT Phase to enable the Customer resources to complete the UAT. These individuals will be the users that will conduct the “Train the Trainer” sessions for all remaining users.

DocuWare Admin Training

Ricoh will provide one (1) remotely delivered “Train the trainer” session of up to two (2) hours covering administrative training and system structure knowledge-transfer with network administrators or other assigned client staff. This session will cover the location and access of the new file cabinets and imported documents.

Deliverable(s): Completed delivery of User Acceptance Testing. “Train the Trainer” end user training session. Software Solution Administrative Training. As-Built project specific documentation.

Additional training by Ricoh may be requested through the Change Control process.

User Acceptance Testing

The primary purpose of User Acceptance Testing (UAT) is for the Customer to test the Project from a functional standpoint, prior to company-wide production rollout, in order to verify that all the features documented are working as specified in the UAT test plan defined in the TDD. As a standard, UAT consists of testing the installed application with a subset of no more than 5 users for a period of up to 3 business days.

UAT support for any new functionality or desired enhancements outside of the TDD will be handled with the established Change Control process.

Prior to production rollout, Ricoh will request signoff of the UAT phase of the project per the mutually approved Project plan/timeline.

Deliverable(s): Acknowledgement of a working system per the UAT test plan, and any subsequent change orders (“CO”) via Customer signoff of completion of UAT testing.

Customer Roles and Responsibilities

Any successful Project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the Customer’s Project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that a separate Customer resource is required.

Project Sponsor

Customer will provide a designated Project sponsor who will have policymaking and budgetary authority for the Project and will be responsible for the success of the Project (including participation/delegation of status calls and/or review of status reports).

Project Lead

Customer will provide a designated Project lead who will:

- Support the development of the TDD
- Assist with the success and development of the overall Project plan/timeline and/or implementation schedule.
- Assist with the Change Control process for those tasks that are outside the scope of the Services and the TDD, including obtaining authorized signatures for COs.
- Coordination of Customer authorized signoff of each phase and milestone if required before commencement of another phase or milestone.
- Provide a list of key resources with their contact information for areas affected by the Project to the Ricoh Project lead prior to the Project kickoff.

End User Representative

Customer will designate an end user representative who will:

- Possess a solid understanding of the business processes as well as the overall project objectives.
- Be available throughout the Project Scope Phases of the project.
- Be available to answer questions or provide input during the project.

System Administrator / Technical Support

Customer will designate a representative(s) who will:

- Provide Ricoh a system administrator during implementation.
- Provide Ricoh with local area network (“LAN”) access and participate in the personal computer (“PC”) workstation software configuration.
- Provide Ricoh with system access and participate in the software installation.
- Be the focal point for the day-to-day administration of the application.
- Work with the Ricoh Project team during the system integration test and UAT as necessary.
- Be available for training and application support as specified in the Project schedule/plan.
- Provide ongoing technical support for the various software components.
- Ensure the network is in proper working order in a stable environment.
- Execute appropriate backups of the development, test, and production environments, if applicable.
- Ensure appropriate virus protection is enabled throughout the Project.
- Ensure accuracy of data/information supplied to Ricoh.
- Timely meet any deadlines for actions or decisions, including the review and acceptance of all deliverables.
- Provide any and all training not listed in this SOW to the end users.
- If this SOW is dependent upon the availability of certain hardware, software, data, or documentation, Customer agrees to cause those items to be available, installed, configured and operational in advance of commencement of the Services.

Completion Criteria

When the Services or Project detailed in this SOW have been completed and demonstrated through satisfactory UAT or otherwise, the Project will be considered complete and Ricoh will provide to Customer a solutions delivery and acknowledgement, or similar form or document (each a “Completion Notice”). Despite the previous sentence, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services or Project described in this SOW and provides a Completion Notice.

- This SOW is terminated in accordance with Terms and Conditions applicable to this SOW. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

No later than 5 business days after Customer's receipt of the Completion Notice, Customer shall: (i) accept the Services or Project by signing the Completion Notice (or so inform Ricoh in other writing, including email); or (ii) if the Project or Services contains material defects or fails to conform to the specifications, reject the Project or Services, in which event, Customer shall provide to Ricoh a reasonably detailed written statement outlining the basis for its rejection. Customer's failure to respond within the 5 business day period shall be deemed acceptance of the Services and/or Project.

In the event of rejection by Customer and written notice in accordance with the procedure above, Ricoh shall promptly correct the defect set forth in the written statement and redeliver the Project or Services within a reasonable period of time. Customer shall, as soon as reasonably practicable after such redelivery (but in no event later than 5 business days thereafter), accept or reject the redelivery in accordance with the procedure set forth above, which procedure shall be repeated until the Project or Services are accepted in accordance with this section.

Change Control

Changes to the scope of the Project or Services shall be made only in a written CO signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following is the process to follow if changes to components within the scope of this SOW are required.

- A CO will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project or Services.
- The designated Project lead of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both the Ricoh and the Customer Project leads will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written CO must be signed by both parties to authorize the implementation of the changes.

Project Assumptions

To execute the Project successfully, several key assumptions have been made:

- All services will be delivered remotely by Ricoh's technical resources unless otherwise noted in this SOW. If in the course of delivering the Services, Ricoh determines that onsite installation or delivery is required additional charges will apply. In addition, if services are delayed or additional hours are incurred due to Customer IT availability, additional charges may apply as determined by the Change Control Process.
- All discussions of Project duration are dependent upon a timely reception of requisite purchase orders ("POs") and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will start work once this SOW has been signed and a purchasing agreement received.

- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Required Services provided outside of these hours have not been included in the costs.
- Project will have Production Environment only
- Max of 3 servers includes 1 DocuWare, 1 SQL, and 1 Intelligent Indexing server. Load balancing is not considered here
- Customer is responsible for provisioning 1 servers with recommended specifications
- Customer is responsible for downloading software package(s)
- MSSQL environment must conform to the specifications in the TDD
- Customer is responsible for creating the database instance (Per recommendation in TDD)
- Ricoh will provide the instructions and examples for using the silent installer for Desktop apps. Customer is responsible for making this operate in their network
- Customer is responsible for providing acceptable quality document samples in PDF form
- DocuWare will only operate with SSL enabled on IIS Webserver
- Customer is responsible to add certificate and configure SSL on IIS webserver
- Needs Evaluation (Q190): For versions 7.3 and higher, Windows 10 Workstations are required for Desktop Apps

Professional Services Fees

The level of effort to install this Project as outlined in this SOW will be delivered via a deployment retainer. The number of hours included to deploy this Project listed in the retainer amount below is based on Ricoh's experience and the scope detailed in this SOW. If the scope changes or the effort to deploy the Project is greater than the estimate, Ricoh will address via our Change Control process (that may be billable at Ricoh's standard hourly rate.)

Deliverable Description	Installation Deployment Retainer	Project Management Retainer
Retainer Amount	97 Hours	N/A

In consideration of the Services, Customer shall pay Ricoh the Fees in the amounts and at the rates set forth as follows:

The total fees for this Project $20,011.10 are included in the order agreement, not including hardware, software, sales tax, or hardware/software technical support. The purchase or lease of any hardware or software is independent from this SOW and therefore not contingent on Customer's acceptance of the Services performed.

Payment Schedule

Deployment hours will be pre-paid. Ricoh will invoice Customer for all Fees for the Project upon execution of this SOW, and Customer will pay the invoice in full within 10 days.

If the invoice is not paid in full on time, then Customer agrees to pay to Ricoh a late charge of 1.5% per month on any unpaid amounts (or the maximum allowed by law, whichever is less) and shall also pay to Ricoh all costs and expenses of collection or the enforcement of Ricoh's rights under this section (including, but not limited to, reasonable internal and external legal costs), whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods, or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law or in equity are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession, or ownership of the products and/or services covered under this SOW (other than income taxes of Ricoh).

Payment Schedule

Deployment hours will be pre-paid. Ricoh will invoice Customer for all Fees for the Project upon execution of this SOW, and Customer will pay the invoice in full within the payment terms stated in the Ricoh/Omnia Partners Public Sector Contract No. 2021002788.

Retainer Notes

- All hours must be used within 90 days of execution date of this SOW.
- All hours are for standard working hours only (Monday through Friday 8:00 am through 5:00 pm local time). Off hours, weekend, holiday, etc. are not included.
- Once the hours have been depleted, additional time can be purchased at Ricoh's contracted retainer rate.

Budget Notes

- All costs are exclusive of applicable taxes.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

Terms & Conditions:

This SOW is executed pursuant to the contract by and between Ricoh USA, Inc. and The Regents of the University of California, a California public corporation on behalf of the University of California ("UC") on behalf of the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Purchasing Agreement number 2021002788 and the contract period is from January 15, 2021 to January 14, 2026 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any SOW entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the SOW. This SOW shall consist of the terms and conditions of the Contract and this SOW. As it pertains to this SOW, the order of precedence of the component parts of the SOW shall be as follows: (a) the terms and conditions of this SOW, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this SOW in cases of conflict or inconsistency therein.

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.

2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty(30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.

3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within sixty (60) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED 'AS IS.' EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. IP Matters; Software Licenses; Export Compliance.

a. Ownership of IP Rights. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, RICOH hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by RICOH for Customer in

connection with the Services (“Contract Property”), unless otherwise agreed upon in this SOW. RICOH shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or “Services”. All licensing for RICOH or third party software shall be as provided in subsection (b), below.

b. Software Licenses. All RICOH and/or third party software provided by RICOH as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than RICOH, then Customer acknowledges that RICOH is not the manufacturer or copyright owner of such third party software and that RICOH makes no representations and provides no warranties with respect thereto. RICOH shall make available to Customer any warranties made to RICOH by the manufacturer of the software and/ or products utilized by RICOH in connection with the Services hereunder, to the extent transferable and without recourse.

c. Export Compliance. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws which arise from Customer’s use of the Services and / or any software or web - based solution provided or contemplated under this SOW. Customer acknowledges and agrees that RICOH may from time to time, in its sole discretion, engage non - U.S. subcontractors to perform any portion of the Services on RICOH’s behalf. Customer represents and warrants to RICOH that it, its employees and agents shall not provide RICOH with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, RICOH and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

5. Confidentiality and Non - Solicitation.

a. Confidentiality. Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium(“Data Management Services”). If desired, Customer may engage Ricoh to perform such Data Management Services at its then - current Contract rates. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment(set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer’s location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.

- **Data Overwrite Security System(DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine(9) times.

Notwithstanding anything in this SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that(i) it is aware of the security alternatives available to it, (ii)it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii)Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer’s needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer’s business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a)Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b)it is the Customer’s sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer’s business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer.

b. Non - Solicitation. Non - Solicitation. Customer agrees that during the term of the Services and for a period of one(1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The foregoing shall not apply provided that the Customer: (a)posts the employment advertisement to the general public; and (b) the employee or independent contractor of the other party independently finds and responds to such employment advertisement, which in turn is the basis for the hiring.

6. General. This SOW and the Contract represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance with the substantive laws of the state where the Customer's principal place of business or residence is located, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

[Remainder of Page Intentionally Left Blank]

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

CUSTOMER ACCEPTANCE

Authorized Signature	Name and Title	Date

RICOH ACCEPTANCE

Authorized Ricoh Signature	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.

AGENDA ITEM NO. 14.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Public Works

City Manager: **Department Head:**

SUBJECT:
Award of Contract for City of Hawthorne Senior Center (Project #24-03)

RECOMMENDED MOTION:
Staff recommends that the City Council award the contract to PCN3, INC. of Los Alamitos, CA and authorize the City Manager or their Designee to execute the agreement and negotiate any change orders after the contract is awarded.

DISCUSSION:
The work will consist of renovating the existing Hawthorne Senior Center situated on the northwest side of the existing Memorial Center facility. The renovations will bring the existing building, approximately 8,600 SF, up to current building codes and standards. The work will also consist of adding a first floor extension and a second story, approximately 9700 SF of indoor space. There will also be some exterior landscaping to integrate the building into the park and create an outdoor courtyard. The work will also consist in providing all services, labor, materials, permits, insurance, tools and equipment needed, in accordance with the Plan and Specifications to successfully and safely complete the renovations, expansion and addition to the City of Hawthorne Senior Center located at 3901 El Segundo Blvd, Hawthorne, CA 90250

The renovation, expansion and addition of the City Senior Center is not merely about improving an outdated community facility, but also about improving the City's relations with its senior residents and seniors of nearby cities/communities. Providing them a place to congregate and learn new hobbies and/or trades.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
Goal 3: Improve customer service operations

FISCAL IMPACT:
None. The approximate cost of $14,445,000.00 will be funded through the issuance of 2024 Lease Revenue Bonds (the "2024 Bonds"), Maxine Water Grant, Proposition A, Budget Act of 2022 from the State of California Department of Parks and Recreation, and allocated funds from the 2024-2025 budget,

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act

ATTACHMENTS
Bid List

City of Hawthorne's
BID LIST

TITLE: **City of Hawthorne Senior Center (Project # 24-03)**

TO BE RETURNED: **Tuesday, October 22, 2024 4:00 P.M.**

TO BE OPENED: **Tuesday, October 22, 2024 4:15 P.M.**

COMPANY/CITY	BID AMOUNT	BID BOND
Keystone Builders Inc Anaheim, Ca	15,899,000	yes
Newman Midland Corp. Long Beach, Ca	18,477,496	yes.
Arc Construction Inc Glendale, Ca	19,200,000	yes.
New Dynasty Construction Co. Tustin, Ca	15,218,506.	yes.
Woodcliff Corporation Los Angeles, Ca	15,652,000	yes.
PCN3, Inc. Los Alamitos,Ca	14,445,000	yes.

COMMENTS: _____

NAME: _____ _____

DATE: 10/22/2024 TIME: 4:15 pm

AGENDA ITEM NO. 15.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Finance

City Manager: **Department Head:**

SUBJECT:
Review of the Quarter 1 Financial Report for Fiscal Year 2024-2025.

RECOMMENDED MOTION:
Staff recommends that the City Council receive, approve, and file the Quarter 1 Financial Report for Fiscal Year 2024-2025.

DISCUSSION:
This report provides the required Quarter 1 Financial Report for Fiscal Year 2024-2025.

Quarter 1 of Fiscal Year 2024-2025 Revenues
At this point in the fiscal year, staff has compared revenues received to date with prior year actuals and determined that revenues are on track with the projections that were adopted by the City Council in June 2024. Budgeted General Fund revenues are currently $11,682,996 compared to $9,735,946 during the same reporting period in FY 2023-24 (which reflects a 20% increase); they are up about 21.7% in comparison to the same period in FY 2022-23.

Description	FY22-23 Q1	*Inc/Dec FY 23-24 from 22-23*	FY23-24 Q1	*Inc/Dec FY 24-25 from 22-23*	FY24-25 Q1
Taxes	7,238,354	**6%**	7,252,376	**6%**	7,686,857
Licenses and Permits	258,886	**66%**	556,663	**-23%**	430,491
Fines and Forfeits	335,964	**-47%**	202,114	**-11%**	179,303
Revenue From Use of Money and Property	106,077	**1053%**	360,694	**239%**	1,223,459
Intergovernmental - State	60,105	**24%**	77,777	**-5%**	74,256
Intergovernmental - County	0	**0%**	0	**0%**	0
Current Service Charges	176,803	**440%**	533,831	**79%**	955,312
Total Other Revenue	1,101,290	**-27%**	427,491	**89%**	808,318
One time transfer	10,070,167				
Total Program Contribution	325,000	**0%**	325,000	**0%**	325,000
Grand Total	9,602,479	**21.7%**	9,735,946	**20.0%**	11,682,996

The most notable tax increases have been Business License Taxes and Utility Users Tax, which reflect 37% and 53% increases, respectively, compared to FY 23-24. Business License Tax collected during the 1st quarter is usually for delinquent payments from the prior fiscal year. There is a decrease in Transient Occupancy Tax of 38%, compared to FY 23-24. This revenue source is wholly dependent on visitors to the City of Hawthorne.

The City has also realized a 22% increase in construction permits during this first quarter of the fiscal year. During this same quarter in FY 23-24, there was an increase in construction permits of 57%.

Quarter 1 of Fiscal Year 2024-2025 Expenditures
General Fund expenditures are currently trending at 23.36% compared to 24.05% during the same reporting period in FY 23-24 and 25.61% in FY 22-23. Any time our General Fund expenditures as a whole are below 25% spending in the first quarter of the fiscal year; we consider that a success. For many years now, the direction from City Manager and City Council has been to spend wisely and conservatively. The City needs to be ready, with sufficient cash balances, for any unexpected emergencies. Currently, the only program with expenditures over 25% is Measure HH at 46.10%. The Measure HH program includes payments for the Los Angeles County Fire contract and RCC/911 Operations. Almost 30% of the fees for FY 2023-24 have already been remitted for the Fire Contract and 55% for the RCC/911 Services. Fees for Fire services are paid in advance of the month the service is provided, while fees for RCC/911 are paid a full quarter in advance of the service provided.

GENERAL FUND EXPENDITURES BY CATEGORY
FOR THE PERIOD JULY 1 TO SEPTEMBER 30

Major Expenditure Category	FY 2022-23 YTD Actual	Inc/Dec FY 23-24 from 22-23	FY 2023-24 YTD Actual	Inc/Dec FY 24-25 from 23-24	FY 2024-25 YTD Actual
Personnel Salaries & Benefits	9,425,894	1.85%	9,600,126	18.32%	11,358,483
Personnel Overtime	1,295,070	3.74%	1,343,560	1.08%	1,358,050
Contract Services	5,984,121	-3.46%	5,777,154	0.16%	5,786,243
Maintenace & Operations Minus	2,649,786	27.11%	3,368,246	-10.18%	3,025,275
Capital Outlay	94,658	14.59%	108,465	-88.37%	12,610
Retiree Health Ins/Empl Relations	1,034,936	-31.28%	711,162	22.02%	867,745
Operating Transfers Out	1,269,767	-10.22%	1,140,013	91.34%	2,181,262
Interdepartmental Charges	921,209	19.22%	1,098,292	-0.05%	1,097,723
Total	**22,675,441**	**2.08%**	**23,147,018**	**10.97%**	**25,687,392**

General Fund Cash Balance
The required General Fund cash balance for Fiscal Year 2024-25 is $27,487,466, as required by Section O of HMC 2.04.040, which is the average of 3 months of operating expenditures for the current Fiscal Year. As of September 30, 2024, this balance was $90,124,026. As of September 30, 2023, this same balance was $86,218,804.

As of September 30, 2024, the above balance includes interfund activity of ($11,932,067) for funds with deficit balances related to Bond Payments, liability insurance payments, and grant reimbursable expenditures, which are expected to be collected throughout the current fiscal year.

Investments
The total investments for City held accounts is $132,748,855. Total General Fund investment earnings for Quarter 1 FY 2024-25 were $1,223,459. Compared to $360,694 during the same reporting period in FY 23-24, this reflects a 239% increase related to increase in interest rates.

ECONOMIC DEVELOPMENT STRATEGIC PLAN

ECONOMIC DEVELOPMENT STRATEGIC PLAN:

.

FISCAL IMPACT:

None.

NOTICING PROCEDURE:

72 hours posted notice pursuant to the Ralph M. Brown Act

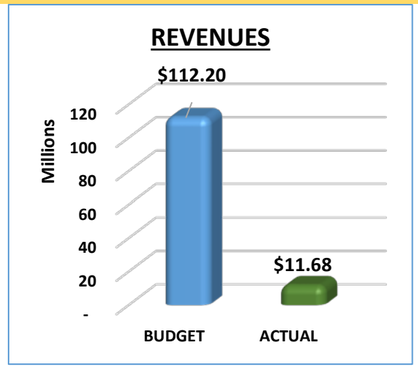
ATTACHMENTS

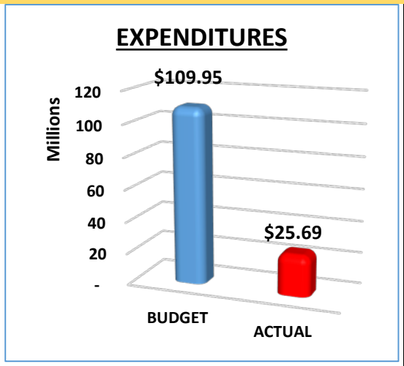
Quarterly Financial Report
Bank Statements 09-24
Pooled Cash 09-24
Presentation

QUARTERLY FINANCIAL REPORT FY 2024/2025
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2024
INTENDED FOR INTERNAL MANAGEMENT PURPOSES ONLY

GENERAL FUND AT-A-GLANCE

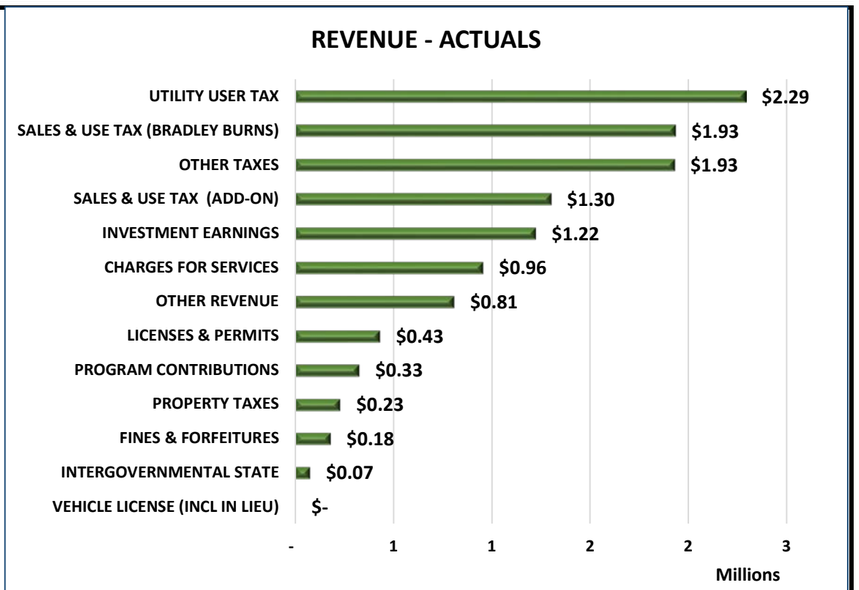
CATEGORY	APPROVED BUDGET	YTD ACTUALS	% Current Year (Q1 24-25)	% Prior Year (Q1 23-24)	% Prior Year (Q1 22-23)
REVENUES	112,204,161	11,682,996	10.41%	9.97%	10.81%
EXPENDITURES	109,949,863	25,687,392	23.36%	24.05%	37.78%
REVENUES OVER EXPENDITURES	2,254,298	(14,004,396)			





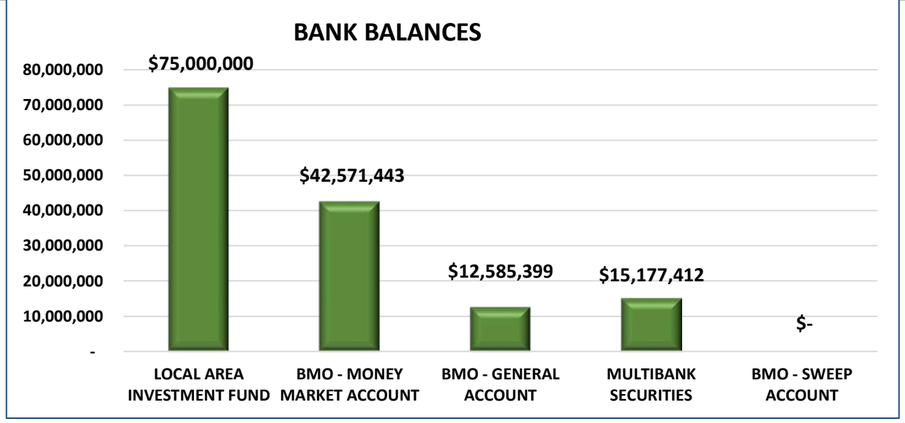
GENERAL FUND REVENUES

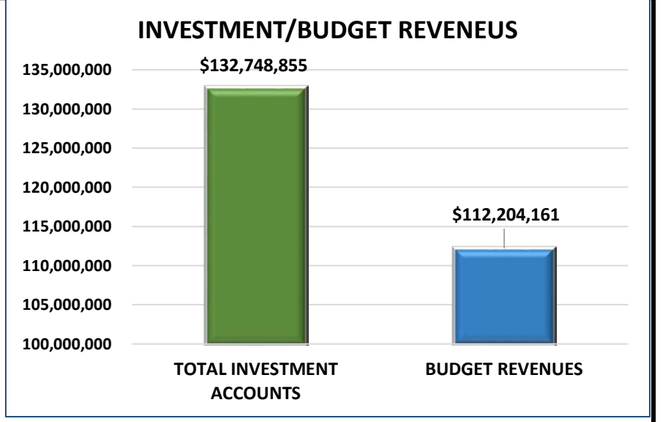
CATEGORY	APPROVED BUDGET	YTD ACTUALS	% Current Year (Q1 24-25)	% Prior Year (Q1 23-24)	% Prior Year (Q1 22-23)
PROPERTY TAXES	9,486,354	228,806	2.41%	0.00%	2.51%
SALES & USE TAX (ADD-ON)	15,565,578	1,301,684	8.36%	8.64%	8.81%
SALES & USE TAX (BRADLEY BURNS)	24,493,796	1,934,344	7.90%	8.85%	8.51%
UTILITY USER TAX	9,153,791	2,292,338	25.04%	22.76%	25.50%
OTHER TAXES	24,410,063	1,929,685	7.91%	14.04%	16.00%
LICENSES & PERMITS	1,858,719	430,491	23.16%	19.77%	12.26%
FINES & FORFEITURES	3,200,000	179,303	5.60%	6.32%	12.92%
INVESTMENT EARNINGS	1,500,000	1,223,459	81.56%	72.14%	35.36%
VEHICLE LICENSE (INCL IN LIEU)	14,369,329	-	0.00%	0.00%	0.00%
INTERGOVERNMENTAL STATE	166,000	74,256	44.73%	46.85%	36.21%
CHARGES FOR SERVICES	4,608,200	955,312	20.73%	13.36%	6.07%
OTHER REVENUE	2,092,331	808,318	38.63%	21.19%	54.33%
PROGRAM CONTRIBUTIONS	1,300,000	325,000	25.00%	25.00%	25.00%
TOTAL	112,204,161	11,682,996	10.41%	9.97%	10.81%



BANK BALANCES

FINANCIAL INSTITUTION - BALANCE @ SEPTEMBER 30, 2024		
BMO - GENERAL ACCOUNT	$	12,585,399
TOTAL	$	12,585,399
LOCAL AREA INVESTMENT FUND	$	75,000,000
BMO - MONEY MARKET ACCOUNT	$	42,571,443
BMO - SWEEP ACCOUNT	$	-
MULTIBANK SECURITIES	$	15,177,412
TOTAL	$	132,748,855



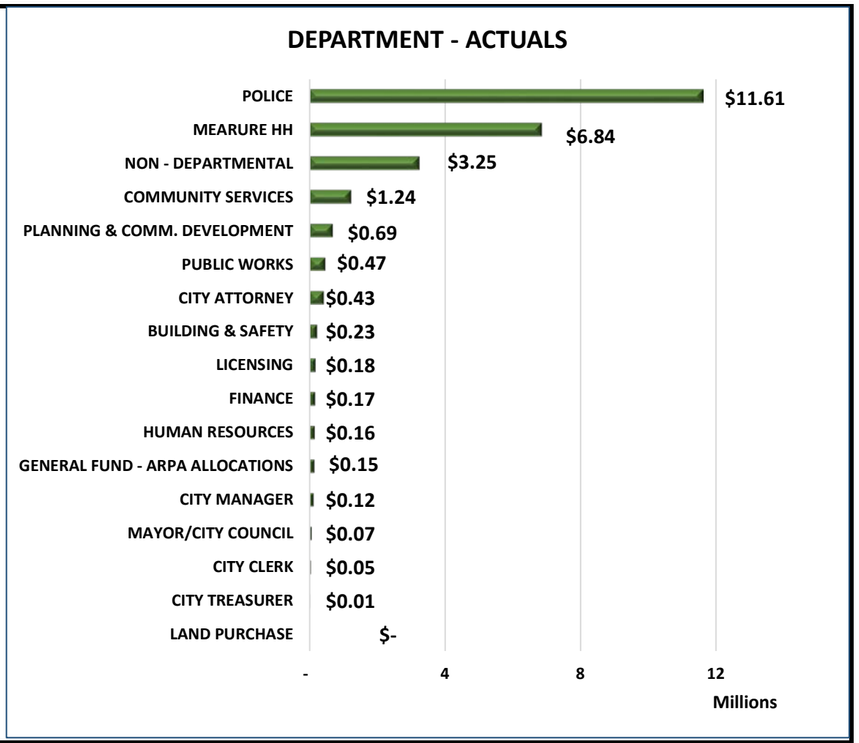


CITY OF HAWTHORNE
City of Good Neighbors

QUARTERLY FINANCIAL REPORT FY 2024/2025
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2024
INTENDED FOR INTERNAL MANAGEMENT PURPOSES ONLY

GENERAL FUND EXPENDITURES BY DEPARTMENT

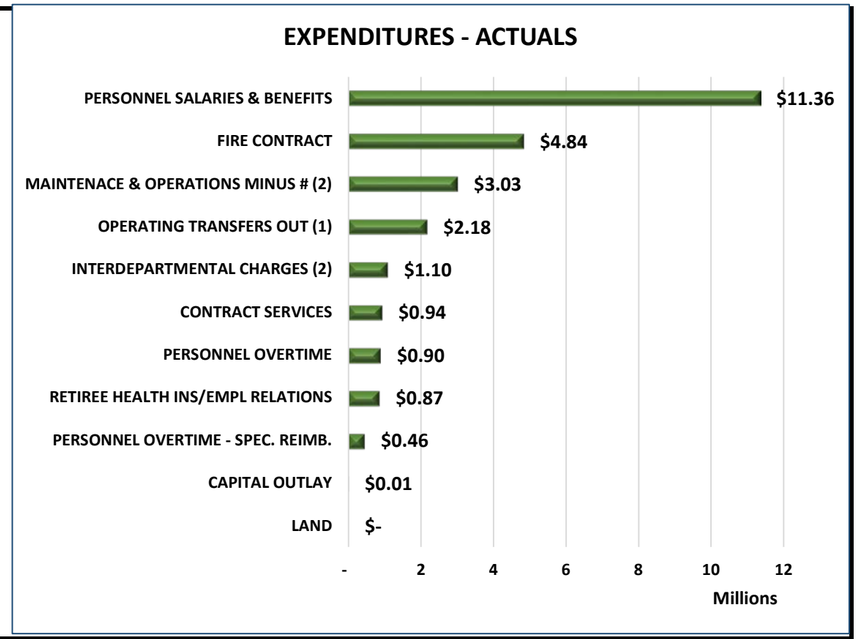
DEPARTMENT	APPROVED BUDGET	YTD ACTUALS	% Current Year (Q1 24-25)	% Prior Year (Q1 23-24)	% Prior Year (Q1 22-23)
MAYOR/CITY COUNCIL	416,284	73,501	17.66%	18.90%	20.33%
NON - DEPARTMENTAL	20,178,795	3,246,168	16.09%	47.87%	43.55%
GENERAL FUND - ARPA ALLOCATIONS	1,811,063	148,919	8.22%	15.07%	7.79%
LAND PURCHASE	-	-	0.00%	0.00%	
MEARURE HH	14,837,990	6,841,042	46.10%	14.02%	27.81%
CITY CLERK	512,074	50,887	9.94%	16.85%	4.93%
CITY MANAGER	1,136,364	123,267	10.85%	13.99%	14.01%
CITY TREASURER	70,840	14,689	20.74%	10.04%	12.45%
CITY ATTORNEY	1,548,157	430,988	27.84%	10.44%	9.19%
FINANCE	1,334,185	174,884	13.11%	7.15%	9.33%
LICENSING	1,154,874	179,569	15.55%	16.56%	14.10%
HUMAN RESOURCES	1,143,799	159,202	13.92%	17.59%	10.34%
POLICE	50,797,318	11,613,018	22.86%	21.80%	24.48%
PUBLIC WORKS	4,084,568	472,549	11.57%	15.72%	13.82%
PLANNING & COMM. DEVELOPMENT	2,993,948	687,544	22.96%	26.13%	17.26%
BUILDING & SAFETY	1,516,004	232,223	15.32%	15.58%	15.53%
COMMUNITY SERVICES	6,413,600	1,238,939	19.32%	20.47%	19.94%
TOTAL	109,949,863	25,687,392	23.36%	24.05%	37.78%



GENERAL FUND EXPENDITURES BY TYPE

EXPENDITURE CATEGORY	APPROVED BUDGET	YTD ACTUALS	% Current Year (Q1 24-25)	% Prior Year (Q1 23-24)	% Prior Year (Q1 22-23)
PERSONNEL SALARIES & BENEFITS	53,966,631	11,358,483	21.05%	20.13%	20.82%
PERSONNEL OVERTIME	2,431,115	900,146	37.03%	39.25%	57.81%
PERSONNEL OVERTIME - SPEC. REIMB.	1,800,000	457,904	25.44%	32.58%	50.38%
FIRE CONTRACT	16,000,000	4,843,035	30.27%	32.63%	38.41%
CONTRACT SERVICES	7,733,967	943,208	12.20%	15.11%	12.33%
MAINTENACE & OPERATIONS MINUS # (2)	10,043,061	3,025,275	30.12%	31.11%	27.88%
LAND	-	-	0.00%	0.00%	0.00%
CAPITAL OUTLAY	481,006	12,610	2.62%	23.60%	27.44%
RETIREE HEALTH INS/EMPL RELATIONS	4,500,000	867,745	19.28%	17.35%	25.87%
OPERATING TRANSFERS OUT (1)	7,603,645	2,181,262	28.69%	34.54%	38.48%
INTERDEPARTMENTAL CHARGES (2)	5,390,438	1,097,723	20.36%	20.37%	19.68%
TOTAL	109,949,863	25,687,392	23.36%	24.05%	37.78%

(1) 1997 COP - Haw Public Financing , 2016 COP - Bond (Debt Service), Gateway Tax Rebates
(2) Vehicle Rental, Liability Insurance and Cost Allocation

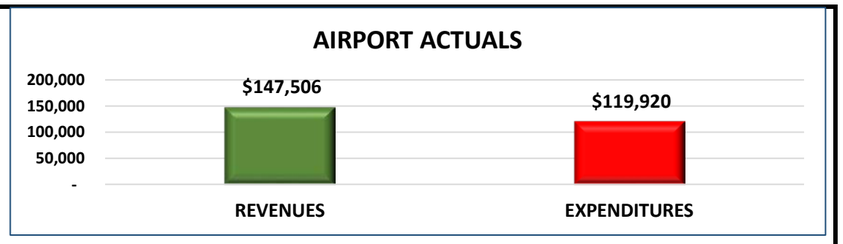


CITY OF HAWTHORNE
City of Good Neighbors

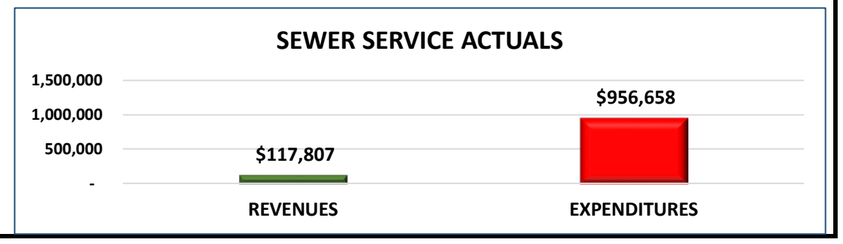
QUARTERLY FINANCIAL REPORT FY 2024/2025
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2024
INTENDED FOR INTERNAL MANAGEMENT PURPOSES ONLY

ENTERPRISE OPERATING FUNDS

AIRPORT	APPROVED BUDGET	YTD ACTUALS	% Current Year (Q1 24-25)	% Prior Year (Q1 23-24)	% Prior Year (Q1 22-23)
REVENUES	1,642,200	147,506	8.98%	13.93%	14.79%
EXPENDITURES	1,854,244	119,920	6.47%	20.18%	12.28%
REVENUE/EXPENDITURES	(212,044)	27,586			



SEWER SERVICE	APPROVED BUDGET	YTD ACTUALS	% Current Year (Q1 24-25)	% Prior Year (Q1 23-24)	% Prior Year (Q1 22-23)
REVENUES	1,720,000	117,807	6.85%	11.04%	22.44%
EXPENDITURES	2,218,870	956,658	43.11%	8.64%	7.18%
REVENUE/EXPENDITURES	(498,870)	(838,851)			



BMO

BMO Bank N.A.
P.O. Box 755
Chicago, IL 60690
Toll Free: 1-877-895-3278

ACCOUNT NUMBER: [redacted]

STATEMENT PERIOD
09/01/24 TO 09/30/24

CITY OF HAWTHORNE
GENERAL ACCOUNT/MASTER ACCOUNT
4455 W 126TH ST
HAWTHORNE CA 90250-4421

ITEMS ENCLOSED 0

INVESCO/AIM TREASURY CORP CL ACCOUNT NUMBER [redacted]

ACCOUNT SUMMARY

YOUR PREVIOUS BALANCE WAS 7,213,562.06

YOUR TRANSACTIONS THIS PERIOD INCLUDED:	
124 DEPOSITS	18,017,584.44
103 WITHDRAWALS	13,231,146.50
INTEREST PAID WAS	.00
YOUR ENDING BALANCE WAS	12,585,399.47
YTD INTEREST PAID IS	.00
YTD INTEREST WITHHELD IS	.00

AVERAGE COLLECTED BALANCE USED FOR ACCRUING INTEREST WAS 9,458,568.05

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION			WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
SEP 03	CCD MERCHANT SERVICE	MERCH DEP	8032721907		251.08
SEP 03	CCD PAYMENTECH	TRANSFER	r0005001243		895.00
SEP 03	REMOTE DEPOSIT				11,287.11
SEP 03	CCD HUD	H-EFT	113024		11,304.00
SEP 03	CCD PAYMENTECH	TRANSFER	r0005001349		13,325.72
SEP 03	PC TRANSFER CREDIT BALANCE TO 12 M				5,000,000.00
SEP 03	ZERO BALANCE TXFR TO	DDA ACCT 0[redacted]		1,237.50	
SEP 03	ZERO BALANCE TXFR TO	DDA ACCT 0[redacted]		6,158.43	
SEP 03	ZERO BALANCE TXFR TO	DDA ACCT 0[redacted]		9,254.39	
SEP 03	ZERO BALANCE TXFR TO	DDA ACCT 0[redacted]		86,064.05	
SEP 03	CCD MERCHANT SERVICE	MERCH FEE	8041910541	15.00	
SEP 03	CCD AUTHNET GATEWAY	BILLING	137549979	20.00	
SEP 03	CCD AUTHNET GATEWAY	BILLING	137606225	30.00	
SEP 03	CCD AUTHNET GATEWAY	BILLING	137634195	30.00	
SEP 03	CCD MERCHANT SERVICE	MERCH FEE	8032722012	35.00	
SEP 03	CCD MERCHANT SERVICE	MERCH FEE	8032722376	35.00	
SEP 03	CCD MERCHANT SERVICE	MERCH FEE	8037833426	35.00	
SEP 03	CCD AUTHNET GATEWAY	BILLING	137616389	35.50	
SEP 03	CCD MERCHANT SERVICE	MERCH FEE	8036043175	40.00	
SEP 03	CCD MERCHANT SERVICE	MERCH FEE	8040348230	179.99	
SEP 03	CCD MERCHANT SERVICE	MERCH FEE	8032721907	745.05	

MEMBER FDIC

BMO

BMO Bank N.A.
P.O. Box 755
Chicago, IL 60690
Toll Free: 1-877-895-3278

ACCOUNT NUMBER: [redacted]

STATEMENT PERIOD
09/01/24 TO 09/30/24

CITY OF HAWTHORNE
ATTN - DIRECTOR OF FINANCE
CASH MANAGEMENT
4455 W 126TH ST
HAWTHORNE CA 90250-4421

ITEMS ENCLOSED 0

CORPORATE MMDA - PUBLIC FUNDS ACCOUNT NUMBER [redacted]

ACCOUNT SUMMARY

YOUR PREVIOUS BALANCE WAS 52,436,213.16

YOUR TRANSACTIONS THIS PERIOD INCLUDED:
0 DEPOSITS .00
3 WITHDRAWALS 10,000,000.00
INTEREST PAID WAS 135,230.31
YOUR ENDING BALANCE WAS 42,571,443.47
YTD INTEREST PAID IS 1,459,760.02
YTD INTEREST WITHHELD IS .00

AVERAGE COLLECTED BALANCE USED FOR ACCRUING
INTEREST WAS 47,274,054.17
(MINIMUM DAILY BALANCE NECESSARY TO ACCRUE
INTEREST IS .00)

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION	WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
SEP 03	PC TRANSFER DEBIT BALANCE TO 12 M	5,000,000.00	
SEP 25	PC TRANSFER DEBIT BALANCE TO 12 M	2,000,000.00	
SEP 30	PC TRANSFER DEBIT BALANCE TO 12 M	3,000,000.00	
SEP 30	IOD INTEREST PAID		135,230.31

CLOSING DAILY BALANCES AND DEBIT TOTALS

DATE	BALANCE	DEBITS	DATE	BALANCE	DEBITS
SEP 03	47,436,213.16	1	SEP 30	42,571,443.47	1
SEP 25	45,436,213.16	1			

TRANSACTION SUMMARY INFORMATION

DESCRIPTION	NUMBER	AMOUNT	DESCRIPTION	NUMBER	AMOUNT
PC TRANSFER DEBIT	3	10,000,000.00	IOD INTEREST PAID	1	135,230.31

MEMBER FDIC

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

September 25, 2024

LAIF Home
PMIA Average Monthly Yields

CITY OF HAWTHORNE

CITY TREASURER
4455 W. 126TH STREET
HAWTHORNE, CA 90250

Tran Type Definitions

Account Number: [redacted]

August 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	75,000,000.00
Total Withdrawal:	0.00	Ending Balance:	75,000,000.00

MBS MULTI-BANK SECURITIES, INC.®
1000 Town Center, Suite 2300
Southfield, MI 48075
(800) 967-9045
Member of FINRA & SIPC; MSRB Registered.

Brokerage
Account Statement

September 1, 2024 - September 30, 2024
Account [redacted]

CITY OF HAWTHORNE
4455 W 126TH ST
HAWTHORNE CA 90250-4417

Your Account Executive:
PETER YANEZ

Portfolio at a Glance

	This Period
BEGINNING ACCOUNT VALUE	$15,212,207.44
Withdrawals (Cash & Securities)	-134,373.29
Dividends, Interest and Other Income	156,828.49
Net Change in Portfolio[1]	-57,250.74
ENDING ACCOUNT VALUE	$15,177,411.90
Estimated Annual Income	$195,869.85

[1] *Net Change in Portfolio is the difference between the ending account value and beginning account value after activity.*

Asset Summary

Percent	Asset Type	Last Period	This Period
1%	Cash, Money Funds, and Bank Deposits	85,923.76	109,010.67
99%	Fixed Income	15,126,283.68	15,068,401.23
100%	**Account Total**	$15,212,207.44	$15,177,411.90

Please review your allocation periodically with your Account Executive.

Client Service Information

Your Account Executive: FBG	Contact Information	Client Service Information
PETER YANEZ	**E-Mail:** customerservice@mbssecurities.com	**Service Hours:** Weekdays 09:00 a.m. - 05:00 p.m. (EST) **Client Service Telephone Number:** (800) 967-9045 **Web Site:** WWW.MBSSECURITIES.COM

B0189388CSFTTDP-SD
GOPAPERLESS ASK ABOUT EDELIVERY
Rated Excellent Every Year Since 2007 DALBAR RATED COMMUNICATIONS EXCELLENCE
Clearing through Pershing LLC, a wholly owned subsidiary of The Bank of New York Mellon Corporation (BNY Mellon)
Pershing LLC, member FINRA, NYSE, SIPC

Pooled Cash Allocation
as of September 30, 2024

					$ 12,585,399.47	**$ 42,571,443.47**	**$ 75,000,000.00**	**$15,177,411.90**	**$145,334,254.84**	
Fund #		**T.B. Cash Balances as of 9-30-2024**	**Total**	**Percent**	**BMO General Account**	**BMO Money Market**	**LAIF**	**M.B.S.**		**Totals**
100	General Fund - Sale of Property	7,425,224.00	7,425,224.00	100.0000%	$ 7,425,224.00				$	**7,425,224.00**
100	General Fund	78,589,079.18	78,589,079.18	56.9862%	$ 2,940,586.53	$ 24,259,836.51	$ 42,739,629.90	$15,177,411.90	$	**85,117,464.85**
105	Economic Uncertainty Reserve	3,307,062.08	3,307,062.08	2.3980%	$ 123,741.14	$ 1,020,864.30	$ 1,798,501.91		$	**2,943,107.36**
106	Pension Stabilization	3,307,062.08	3,307,062.08	2.3980%	$ 123,741.14	$ 1,020,864.30	$ 1,798,501.91		$	**2,943,107.36**
107	Economic Development/Business Stabilization	1,018,935.23	1,018,935.23	0.7388%	$ 38,125.75	$ 314,537.37	$ 554,134.43		$	**906,797.54**
108	Asset Acquisition Fund	3,056,805.63	3,056,805.63	2.2165%	$ 114,377.23	$ 943,612.08	$ 1,662,403.26		$	**2,720,392.58**
109	2024 Revenue Lease Reserve Fund	250,000.00	250,000.00	0.1813%	$ 9,354.31	$ 77,173.05	$ 135,959.19		$	**222,486.55**
125	FEMA	3,137.98	3,137.98	0.0023%	$ 117.41	$ 968.67	$ 1,706.55		$	**2,792.63**
175	Cares Act - Coronavirus Relief Fund	38.72	38.72	0.0000%	$ 1.45	$ 11.95	$ 21.06		$	**34.46**
180	American Rescue Plan Act	8,237,799.22	8,237,799.22	5.9734%	$ 308,235.72	$ 2,542,944.44	$ 4,480,018.01		$	**7,331,198.17**
200	Street Lighting Fund	(232,366.46)	-	0.0000%	$ -	$ -	$ -		$	**-**
220	State Gas Tax Fund	3,860,801.55	3,860,801.55	2.7995%	$ 144,460.54	$ 1,191,799.36	$ 2,099,645.79		$	**3,435,905.70**
225	Street Fund	325,445.48	325,445.48	0.2360%	$ 12,177.27	$ 100,462.48	$ 176,989.21		$	**289,628.97**
239	Community Oriented Policing Services (COPS)/SLESF	317,630.96	317,630.96	0.2303%	$ 11,884.87	$ 98,050.20	$ 172,739.39		$	**282,674.47**
244	CA Office of Traffic Safety Grant Fund	(67,565.24)	-	0.0000%	$ -	$ -	$ -		$	**-**
250	Insurance Reserve Fund	(2,754,320.56)	-	0.0000%	$ -	$ -	$ -		$	**-**
260	Edward Byrne Memorial Justice Assistance Program	17.48	17.48	0.0000%	$ 0.65	$ 5.40	$ 9.51		$	**15.56**
265	Local Law Enforcement Block Grant Fund	(213,239.01)	-	0.0000%	$ -	$ -	$ -		$	**-**
272	Urban Initiative Grant Program	(88,000.20)	-	0.0000%	$ -	$ -	$ -		$	**-**
280	Local Transit Assistance - Prop A	5,298,077.07	5,298,077.07	3.8417%	$ 198,239.43	$ 1,635,475.12	$ 2,881,289.05		$	**4,715,003.59**
283	MTA Measure R	2,757,006.51	2,757,006.51	1.9991%	$ 103,159.58	$ 851,066.43	$ 1,499,361.48		$	**2,453,587.49**
284	MTA Measure M	2,385,040.86	2,385,040.86	1.7294%	$ 89,241.65	$ 736,243.53	$ 1,297,072.89		$	**2,122,558.07**
285	Proposition C County Sales Tax	3,979,942.41	3,979,942.41	2.8859%	$ 148,918.47	$ 1,228,577.22	$ 2,164,438.97		$	**3,541,934.65**
289	Measure W - Safe, Clean Water Program	337,741.86	337,741.86	0.2449%	$ 12,637.37	$ 104,258.28	$ 183,676.44		$	**300,572.09**
290	AB2766 Air Quality Fund	194,587.22	194,587.22	0.1411%	$ 7,280.92	$ 60,067.56	$ 105,823.68		$	**173,172.16**
291	Street Improvements	(879,845.62)	-	0.0000%	$ -	$ -	$ -		$	**-**
294	Hawthorne Blvd. Mobility Improvement Project	654.95	654.95	0.0005%	$ 24.51	$ 202.18	$ 356.19		$	**582.87**
299	ST MS4 Permanent Rainwater Quality Improvement	460,588.22	460,588.22	0.3340%	$ 17,233.94	$ 142,180.00	$ 250,484.80		$	**409,898.74**
315	Cannabis Retail Access Grant	124,755.03	124,755.03	0.0905%	$ 4,667.99	$ 38,510.91	$ 67,846.37		$	**111,025.27**
322	SB2 Planning Grant Program	43,624.23	43,624.23	0.0316%	$ 1,632.30	$ 13,466.46	$ 23,724.46		$	**38,823.22**
324	Permanent Local Housing Allocation	932,752.84	932,752.84	0.6764%	$ 34,901.04	$ 287,933.54	$ 507,265.28		$	**830,099.85**
325	Annual Allocation Parks Jim Thorpe	239,331.77	239,331.77	0.1735%	$ 8,955.13	$ 73,879.85	$ 130,157.41		$	**212,992.40**
327	RPOSD - Jim Thorpe Holly Glenn	(322,263.93)	-	0.0000%	$ -	$ -	$ -		$	**-**
328	Clean CaliGrant (Zela Davis)	(227,661.10)	-	0.0000%	$ -	$ -	$ -		$	**-**
329	Los Angeles CADA	3,853.01	3,853.01	0.0028%	$ 144.17	$ 1,189.39	$ 2,095.41		$	**3,428.97**
330	CA Parks Rec - Community Center	(932,129.62)	-	0.0000%	$ -	$ -	$ -		$	**-**
331	CA Parks Rec - Senior Center	254,970.67	254,970.67	0.1849%	$ 9,540.30	$ 78,707.46	$ 138,662.42		$	**226,910.18**
375	CATV PEG Fund (DIVCA)	739,051.98	739,051.98	0.5359%	$ 27,653.29	$ 228,139.59	$ 401,923.63		$	**657,716.51**
410	Development Impact Fund AB 1600	2,044,537.69	2,044,537.69	1.4825%	$ 76,500.96	$ 631,132.86	$ 1,111,894.75		$	**1,819,528.56**
441	2016 Refunding - 2004 Police Facility & 2005 POB	(2,165,004.01)	-	0.0000%	$ -	$ -	$ -		$	**-**
442	2019 Pension Obligation Bonds	(522,635.99)	-	0.0000%	$ -	$ -	$ -		$	**-**
443	Civic Center Revenue Lease	375,000.00	375,000.00	0.2719%	$ 14,031.47	$ 115,759.58	$ 203,938.78		$	**333,729.83**
444	Debt Service -1997 COP	269,384.17	269,384.17	0.1953%	$ 10,079.61	$ 83,156.79	$ 146,501.01		$	**239,737.42**
448	Debt Service - SBRPCA 2007 Series B Bonds	90,331.63	90,331.63	0.0655%	$ 3,379.96	$ 27,884.67	$ 49,125.66		$	**80,390.29**
461	Recognized Obligation Ret Fund - Area II	102,195.24	102,195.24	0.0741%	$ 3,823.86	$ 31,546.87	$ 55,577.53		$	**90,948.27**
462	Recognized Obligation Ret Fund - 20 % Set Aside	7,093,082.03	7,093,082.03	5.1433%	$ 265,403.56	$ 2,189,579.17	$ 3,857,478.72		$	**6,312,461.45**

Fund #		T.B. Cash Balances as of 9-30-2024	Total	Percent	BMO General Account	BMO Money Market	LAIF	M.B.S.	Totals
463	Hawthorne Blvd. Property Fund	41,093.14	41,093.14	0.0298%	$ 1,537.59	$ 12,685.13	$ 22,347.96		**$ 36,570.68**
464	Grevillea Property Fund	189,170.59	189,170.59	0.1372%	$ 7,078.24	$ 58,395.49	$ 102,877.92		**$ 168,351.65**
465	Gale Avenue Property Fund -11605	133,149.80	133,149.80	0.0965%	$ 4,982.10	$ 41,102.31	$ 72,411.76		**$ 118,496.16**
466	Gale Avenue Property Fund -11529	165,310.10	165,310.10	0.1199%	$ 6,185.45	$ 51,029.94	$ 89,901.71		**$ 147,117.10**
467	Gale Avenue Property Fund -11537	99,244.25	99,244.25	0.0720%	$ 3,713.45	$ 30,635.93	$ 53,972.67		**$ 88,322.04**
468	Truro Avenue Property Fund	82,821.27	82,821.27	0.0601%	$ 3,098.94	$ 25,566.28	$ 45,041.25		**$ 73,706.48**
469	Debt Service - 2016 TAB Refunding 1998-2004-2006	(1,046,761.22)	-	0.0000%	$ -	$ -	$ -		**$ -**
470	Debt Service- Project I - 2001 TAB	542,194.31	542,194.31	0.3932%	$ 20,287.42	$ 167,371.16	$ 294,865.19		**$ 482,523.77**
474	Debt Service - CFD 1999-1 (Gateway)	(48,861.68)	-	0.0000%	$ -	$ -	$ -		**$ -**
477	Debt Service - CFD 2004-1 (Fusion)	31,731.62	31,731.62	0.0230%	$ 1,187.31	$ 9,795.30	$ 17,256.82		**$ 28,239.43**
478	Debt Service - CFD 2006-1 (360 Degrees)	41,660.10	41,660.10	0.0302%	$ 1,558.81	$ 12,860.15	$ 22,656.29		**$ 37,075.25**
490	Community Project - Revitalization	(452,196.63)	-	0.0000%	$ -	$ -	$ -		**$ -**
500	Capital Improvement Fund	3,286,252.86	3,286,252.86	2.3829%	$ 122,962.52	$ 1,014,440.66	$ 1,787,185.10		**$ 2,924,588.27**
520	Airport Fund	1,236,937.16	1,236,937.16	0.8969%	$ 46,282.78	$ 381,832.87	$ 672,691.89		**$ 1,100,807.53**
560	Sewer Fund	3,337,648.14	3,337,648.14	2.4202%	$ 124,885.59	$ 1,030,305.98	$ 1,815,135.74		**$ 2,970,327.30**
561	Storm Water Fund	312,484.12	312,484.12	0.2266%	$ 11,692.29	$ 96,461.41	$ 169,940.35		**$ 278,094.06**
600	Equipment Fund	4,201,122.66	4,201,122.66	3.0463%	$ 157,194.42	$ 1,296,853.84	$ 2,284,724.92		**$ 3,738,773.18**
605	ITS Hardware Replacement Fund	3,000,000.00	3,000,000.00	2.1753%	$ 112,251.72	$ 926,076.63	$ 1,631,510.27		**$ 2,669,838.62**
727	CDBG Grant Fund	(165,135.96)	-	0.0000%	$ -	$ -	$ -		**$ -**
750	Cal Home Fund	60,213.12	60,213.12	0.0437%	$ 2,253.01	$ 18,587.32	$ 32,746.11		**$ 53,586.44**
770	HPRP Fund	15,153.30	15,153.30	0.0110%	$ 566.99	$ 4,677.71	$ 8,240.92		**$ 13,485.62**
789	Home Fund	(204,763.87)	-	0.0000%	$ -	$ -	$ -		**$ -**
840	EHV - Portability	(135,294.99)	-	0.0000%	$ -	$ -	$ -		**$ -**
850	BRIC Grant	(275,649.00)	-	0.0000%	$ -	$ -	$ -		**$ -**
855	Calif Used Oil Recycling Grant Fund	170,095.70	170,095.70	0.1233%	$ 6,364.51	$ 52,507.22	$ 92,504.29		**$ 151,376.02**
856	Cal Recycle Beverage Container Recycling	146,347.32	146,347.32	0.1061%	$ 5,475.91	$ 45,176.28	$ 79,589.05		**$ 130,241.24**
857	Household Hazardous Waste	(46,078.91)		0.0000%	$ -	$ -	$ -		**$ -**
858	SB1383 Local Assistance Grant	296,789.35	296,789.35	0.2152%	$ 11,105.04	$ 91,616.56	$ 161,404.96		**$ 264,126.56**
960	Payroll	382,200.45	-	0.0000%	$ -	$ -	$ -		**$ -**
990	Special Deposits	2,364,912.09	-	0.0000%	$ -	$ -	$ -		**$ -**
991	Special Deposits - Bail	1,135.59	-	0.0000%	$ -	$ -	$ -		**$ -**
993	Pension Unfunded Liability	(1,152,293.96)	-	0.0000%	$ -	$ -	$ -		**$ -**
	Outstandg Chcks & Deposits as of September 30, 2024		(9,524,337.28)	-6.9062%	$ (356,374.43)	$ (2,940,088.72)	$ (5,179,684.69)		**$ (8,476,147.84)**
		146,307,223.86	**145,334,254.84**	**100.00%**	**$ 12,585,399.47**	**$ 42,571,443.47**	**$ 75,000,000.00**	**$ 15,177,411.90**	**$ 145,334,254.84**

	Non Restricted	Restricted
BMO General Account as of September 30, 2024	10,765,795.79	1,819,603.68
BMO Money Market Funds as of September 30, 2024	27,559,714.57	15,011,728.90
LAIF as of September 30, 2024	48,553,171.42	26,446,828.58
Multi-Bank Securities Account as of September 30, 2024	15,177,411.90	
Negative Balances (G.F Paid)	(11,932,067.96)	
Total Non-Restricted & Restricted Balances	**$ 90,124,025.72**	**$ 43,278,161.16**

CITY OF HAWTHORNE
City of Good Neighbors

GENERAL FUND

QUARTERLY REVIEW
FY2024-2025 QUARTER 1

FISCAL YEAR 24-25 BUDGET
QUARTER 1 END SEPTEMBER 30, 2024

HAWTHORNE
City of Good Neighbors

- General Fund Revenues
  - ➢20% increase in Qtr 1 Compared to Qtr 1 ended 9-30-2024
  - ➢22% increase in Qtr 1 Compared to Qtr 1 ended 9-30-2023

    - Most significant increases in revenue
      1. Business License Tax 37%
      2. Utility Users Tax 53%

FISCAL YEAR 24-25 BUDGET
QTR 1 END SEPTEMBER 30, 2024 Continued

HAWTHORNE
City of Good Neighbors

- GF Expenditures FY 24-25 are trending downward
  - Expenditures are 23.36% of approved budget, which is lower than 24.05% for Qtr End 9-30-2023
  - 2022 was 25.61 %

➢Increase of 10.97% in Qtr 1 Compared to Qtr 1 ended 9-30-2024. Prior year increases were 14-20%.

GENERAL FUND REQUIRED CASH BALANCE FISCAL YEAR 24-25

HAWTHORNE
City of Good Neighbors

- Required GF Cash Balance $27,487,466
  - Average 3 months of operating expenditures

- At September 30, 2024
  - Cash Balance $90,124,026

GENERAL FUND CASH BALANCE HISTORY
FISCAL YEAR END JUNE 30th

HAWTHORNE
City of Good Neighbors

- Unaudited cash balance at FY End 6-30-2024
  - $95,064,859
- Audited cash balance at FY End 6-30-2023
  - $85,018,951
- Audited cash balance at FY End 6-30-2022
  - $71,932,991
- Audited cash balance at FY End 6-30-2021
  - $52,393,986
- Audited cash balance at FY End 6-30-2020
  - $36,683,606

AGENDA ITEM NO. 16.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Finance

City Manager: **Department Head:**

SUBJECT:
Amendment to Contract for Administering the COVID-19 Relief and Economic Recovery Program

RECOMMENDED MOTION:
Staff recommends that the City Council authorize the City Manager to sign contracts with HDL Econ-Solutions for Administering the COVID-19 Relief and Economic Recovery Program

DISCUSSION:
The local recovery program needs to be carefully and thoughtfully administered to ensure optimum use of the funds in alignment with the City Council's vision, goals and objectives and in compliance with American Rescue Plan Act requirements. Given the complexities involved in administering these federal funds as well as limited in-house resources to assign to this program, staff recommends that the City continue working with HDL Econ-Solutions. HDL will work with the City of Hawthorne to assume the overall administrative oversight of Hawthorne's ARPA projects.

This amendment will add an additional $65,400 in funding for ARPA services to be provided by HDL.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
Establish partnerships with entities that can work toward City goals and objectives.

FISCAL IMPACT:
None. These expenses are reimbursable from the ARPA funds.

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act

ATTACHMENTS
HDL Agreement Amndmt 2024
HDL Agreement Amndmt 2023
HDL Agreement Amndmt 2022
HDL Agreement 2021

HdL ECONSolutions

120 S. State College Blvd.
Suite 200
Brea, CA 92821

Barry Foster
Mobile 714.879.5000
www.hdlccompanies.com

December 2, 2024

Von Norris
City Manager
City of Hawthorne
4455bW. 126th Street
Hawthorne, CA 90250

Re: Amendment for American Rescue Plan Act (ARPA) Consulting Work:

Von:

HdL has been working as the City of Hawthorne's consultant for ARPA since May 2021. The City, with HdL's assistance, has made substantial progress in formulating an effective ARPA plan to fund projects and programs which can significantly benefit and positively impact the community in helping to recover from the COVID-19 Pandemic.

As Hawthorne is finalizing projects and programs it is important to implement them to be as effective as possible, while providing the highest-level of services possible. It is equally important for the city to continue to report ARPA expenditures to the Federal Treasury Department in conformance of the ARPA Guidelines. In recognition of Hawthorne's limited staffing resources, as well as HdL's expertise, the City of Hawthorne is desirous of amending the agreement for ARPA services with HdL to have HdL continue to implement ARPA related programs.

Scope of Work:

Hinderliter de Llamas & Associates (HdL), hereafter referred to as the 'Consultant', will work with the City of Hawthorne, hereafter referred as the 'City', to continue the administrative oversight and reporting requirements of Hawthorne's ARPA programs as outlined in the original Agreement and subsequent Amendments.

Compensation:

The Consultant shall be compensated based on hours worked on the program utilizing the following hourly rate schedule.

Staff Position	Hourly Rate
Principal/Managing Director	$250/hour
Senior Advisor	$180/hour
Analyst/Call Center Specialists	$100/hour

An Amendment to the Agreement for ARPA services between the City of Hawthorne and HdL will add an additional $65,400 in funding for ARPA services to be provided by HdL. In addition, the Term of the Agreement is extended to December 31, 2026.

HdL ECONSolutions

120 S. State College Blvd.
Suite 200
Brea, CA 92821

Barry Foster
Mobile 714.879.5000
www.hdlcompanies.com

The Project Manager for the Consultant shall be Barry Foster-Principal/Managing Director with HdL ECONSolutions, Ken Duran-Sr. Advisor and Tim Campbell-Analyst with ECONSolutions.

Accepted by:

CONSULTANT (Hinderliter de Llamas Associates-HdL)	CITY (City of Hawthorne)
_____	_____
Barry Foster, Principal/Managing Director	

AGENDA ITEM NO. 19

CITY OF HAWTHORNE
City Council
AGENDA BILL

For the meeting of February 28, 2023
Originating Department: Finance

City Manager: _____ Dir. of Finance: _____
Vontray Norris Felice Lopez

SUBJECT:
Amendment to Contract approved May 25, 2021, for Administering the COVID-19 Relief and Economic Recovery Program

RECOMMENDED MOTION:
Staff recommends that the City Council authorize the City Manager to sign contracts with Hdl ECONSolutions for Administering the COVID-19 Relief and Economic Recovery Program

DISCUSSION:
The local recovery program needs to be carefully and thoughtfully administered to ensure optimum use of the funds in alignment with the City Council's vision, goals, and objectives and in compliance with American Rescue Plan Act requirements. Given the complexities involved in administering these federal funds as well as limited in-house resources to assign to this program, staff recommends that the City continue working with HdL EconSolutions. HDL will work with the City of Hawthorne to assume the overall of administrative oversight of Hawthorne's ARPA Business Assistance Recovery Programs. As well as provide general assistance on evaluating ARPA eligibility of new and future projects. The Business Assistance programs include:

- Business Assistance Grants
- Business Rental Relief Assistance Grants Marketing Assistance Program, including individualized business marketing support and Shop Local Program with the utilization of a Digital Gift Card Program
- Storefront Reopening and Board-up Removal Program

This amendment will add an additional $60,000 in funding for ARPA services to be provided by HDL.

FISCAL IMPACT:
None. These expenses are reimbursable from the ARPA funds.

NOTICING PROCEDURES:
72 hours posted notice pursuant to the Ralph M. Brown Act

ATTACHMENT(S):
1. HdL ECONSolutions Proposal & Agreement
2. HdL ECON Solutions Contract 2021

AGENDA ITEM NO.

CITY OF HAWTHORNE
CITY COUNCIL
AGENDA BILL

For the meeting of *March 8, 2022*
Originating Department: Finance

City Manager: Vontray Norris
Vontray Norris

Dir. of Finance: _____
Felice Lopez

SUBJECT:
Amendment to Contract for Administering the COVID-19 Relief and Economic Recovery Program

RECOMMENDED MOTION:
Staff recommends that the City Council authorize the City Manager to sign contracts with HDL Econ-Solutions for Administering the COVID-19 Relief and Economic Recovery Program

DISCUSSION:
The local recovery program needs to be carefully and thoughtfully administered to ensure optimum use of the funds in alignment with the City Council's vision, goals and objectives and in compliance with American Rescue Plan Act requirements. Given the complexities involved in administering these federal funds as well as limited in-house resources to assign to this program, staff recommends that the City continue working with HDL Econ-Solutions. HDL will work with the City of Hawthorne to assume the overall of administrative oversight of Hawthorne's ARPA Business Assistance Recovery Programs. These programs include:

- Business Assistance Grants
- Business Rental Relief Assistance Grants
- Marketing Assistance Program, including individualized business marketing support and Shop Local Program with the utilization of a Digital Gift Card Program
- Storefront Reopening and Board-up Removal Program

This amendment will add an additional $80,000 in funding for ARPA services to be provided by HDL.

FISCAL IMPACT:
None. These expenses are reimbursable from the ARPA funds.

NOTICING PROCEDURES:
72 hours posted notice pursuant to the Ralph M. Brown Act.

ATTACHMENT(S):
1. HDL Econ-Solutions Proposal & Agreement

DocuSign Envelope ID: 3D8F30CA-C764-4921-A72E-BE27C046BBEA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __ day of June 2021 ("Effective Date"), by and between THE **CITY OF HAWTHORNE,** a California municipal corporation and general law city (**"CITY"**), and **HINDERLITER DE LLAMAS AND ASSOCIATES (aka "HdL ECONSOLUTIONS"),** a California Corporation (**"CONSULTANT"**). This agreement is made with reference to the following:

I. Recitals

(i) CITY requested a proposal for professional services with respect to providing administrative services for COVID-19 Relief and Economic Recovery Program Administration per the American Rescue Plan Act (ARPA).

(ii) CONSULTANT submitted a proposal for the performance of such services, a full, true and correct copy of which proposal is attached hereto as Schedule "A" and by this reference made a part hereof.

(iii) CITY desires for CONSULTANT to provide professional assistance in developing strategies and plans, and implementing programs for COVID-19 relief and use of federal stimulus funding from the American Rescue Plan Act ("ARPA").

(iv) CONSULTANT represents and warrants that it has the qualifications, experience, programs, staff and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently, and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

NOW, THEREFORE, for the consideration hereinafter described, CITY and CONSULTANT mutually as follows:

II. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this AGREEMENT otherwise requires:

(a) Project: Provide comprehensive services to assist with formulating an economic recovery program along with administrative support for the expenditure of funding coming from the American Rescue Plan.

(b) Services: CONSULTANT shall provide professional services for the project as described in Schedule A, City of Hawthorne – Proposal & Qualifications for COVID-19 Relief

DocuSign Envelope ID: 3D8F30CA-C764-4921-A72E-BE27C046BBEA

& Economic Recovery Program Administration per the American Rescue Plan Act (ARPA), attached hereto.

(c) Duration: Said AGREEMENT shall be effective from the date of execution of this AGREEMENT for twenty-four (24) months, unless terminated earlier pursuant to the provisions of Section 6 below.

(d) Completion of Project: CONSULTANT shall complete all tasks as noted in Schedule "A" in a timely, efficient and effective manner so as to accomplish the goals and fulfill the requirements of the ARPA.

(e) Consultant: Hinderlite de Llamas and Associates aka HdL ECONSOLUTIONS, 120 S. State College Blvd., Suite 200, Brea, CA 92821, (714) 879-5000.

(f) City: City of Hawthorne, 4455 West 126th Street, Hawthorne, California, 90250, (310) 349-2901.

2. Scope of Services: CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the project in accordance with Schedule "A" attached hereto and incorporated herein by reference, and in accordance with Federal, State and CITY statues, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall, at CONSULTANT'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement, and in conformance with Section IV. COMPENSATION in Schedule A attached hereto. In the event any such other persons are retained by CONSULTANT; CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

(c) CONSULTANT shall provide no fewer than quarterly written reports as to the status of the project(s) that are the subject of this Agreement, and shall promptly provide a report to CITY upon the occurrence of any significant events in the progress of the services provided hereunder.

(d) CONSULTANT shall communicate and coordinate with CITY to assure that all necessary reporting and/or accounting required under the ARPA is made within the timeframe and requirements of the ARPA.

3. Compensation, Method of Payment, and Additional Services.

(a) CITY shall pay CONSULTANT the total project cost not to exceed fifty-three thousand dollars ($53,000.00) as set forth in Section IV. COMPENSATION of Schedule A attached hereto and incorporated herein by reference.

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(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, and such invoices shall be paid within thirty (30) days after said invoices are received by CITY. Each invoice shall detail work performed and charges therefor. All charges shall be in accordance with CONSULTANT's proposal with respect to hourly rates and project costs as set forth in Section IV. COMPENSATION of Schedule A attached hereto.

(c) CITY Requested Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Schedule "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Schedule "A" or in an amount and manner agreed to in writing by CITY. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within thirty (30) days after said invoices are received by CITY.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

4. CITY Assistance and Availability of CITY Records:

CITY will provide to CONSULTANT

(a) All information in CITY's possession that is required to accomplish the goals set forth in this Agreement and which may be necessary for CONSULTANT's performances of its services.

(b) Photographically reproducible copies of forms, documents, codes and other information, if available, which CONSULTANT considers necessary in order to complete the project.

(c) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. CONSULTANT's Books and Records:

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT and as required to comply with the ARPA. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be

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sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for five (5) years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying at any time during regular business hours, upon written request by the CITY OR CITY's designated representative. Copies of such documents or records shall be provided directly to the requesting party for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon. Such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY or CONSULTANT has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, the CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to all parties to this AGREEMENT, as well as to their successors-in-interest and authorized representatives.

6. Termination of Agreement: This AGREEMENT may be terminated without cause by CITY upon the giving of a written "Notice of Termination" to CONSULTANT upon thirty (30) days prior written notice or the CONSULTANT may terminate this contract upon thirty (30) days prior written notice. In the event this Agreement is so terminated, CONSULTANT shall be compensated at CONSULTANT's applicable hourly rates as set forth in Schedule "A", on a pro-rata basis with respect to the percentage of the project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this paragraph. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

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TO **CITY OF HAWTHORNE**
Attn: City Manager
4455 West 126th Street, Hawthorne, CA
90250
vnorris@cityofhawthorne.org

TO **HdL ECONSolutions**
Attn: Barry Foster
120 S. State College Blvd., Suite 200
Brea, CA 92821
bfoster@hdlcompanies.com

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee seventy-two (72) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. Continuity of Personnel: CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT, CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance. CITY shall not be responsible for time and costs associated with CONSULTANT's turnover or reassignment of staff.

9. Status of Consultant:

(a) The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

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(c) The CONSULTANT or any of CONSULTANT's officers, employees or agents, shall not obtain any rights to retirement, health care or any other benefits that may otherwise accrue to CITY employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

10. Compliance with Applicable Laws; Permits and Licenses:

a. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local statues, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT including but not limited to:

1. Prohibition against discrimination on the basis of age [Age Discriminations Act of 1975] or with respect to an otherwise qualified handicapped individual [Rehabilitation Act of 1973, Section 504].

2. Non-discrimination: CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

4. Unauthorized Aliens: CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act. 8 U.S.C.A. 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by CITY in connection therewith.

5. Conflict of Interest: Consultant represents that neither it nor any of its officers or principles of its firm has been retained, employed or compensated by any other interested party, or done any act, in such a manner so as to constitute a conflict of interest with respect to the consultant's duties under the agreement with the CITY. CONSULTANT covenants that neither it, nor any officer or principal of its film has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, expect as provided for by this Section. At all times, CONSULTANT agrees to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of CITY in the performance of this AGREEMENT.

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The CITY may waive at its discretion any conflict or potential conflict of interest in writing, provided the consultant has made a full written disclosure of all facts. Provided further that the conflict affects a third party, the consultant must provide to the CITY a written waiver of the conflict from the affected party.

b. CONSULTANT shall obtain any and all licenses, and authorizations necessary to perform the services set forth in this AGREEMENT.

11. Confidential Information; Release of Information: All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the CITY, except as may be required by law.

12. Authority to Execute: The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

13. Binding Effect: This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

14. Modification of Agreement: No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

15. Waiver: Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

16. Law to Govern; Venue: This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

17. Attorneys Fees, Costs and Expenses: In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

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18. Entire Agreement: This AGREEMENT, including the attached EXHIBITS "A", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

19. Severability: If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

20. Insurance: During the course of the telm of this AGREEMENT, CONSULTANT shall maintain:

(a) Professional Liability Insurance in a combined single limit of not less than $1 million per claim.
(b) General Liability Insurance in a combined single limit of not less than $1 million per claim and $2 million aggregate.
(c) Workers compensation and employers liability insurance as may be required by the State.

Consultant shall provide a certificate naming CITY as additional insured, and provide all endorsements necessary to effectuate the insurance coverage provided by this Agreement. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

CONSULTANT's insurance shall be primary as respect to CITY. City's insurance or self-insurance shall be excess to CONSULTANT's insurance. The insurance provisions provided by this Agreement shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given by certified mail, return receipt requested to: City Manager, City of Hawthorne, 4455 W. 126th Street, Hawthorne, CA 90250.

21. Indemnity: Consultant shall indemnify, defend and hold harmless the City, its elected officials, officers and employees from any demands, judgements, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, infringement of copyright/patent/trademark, professional errors and omissions, investigative expenses, attorney fees, and court costs arising out of an error, a

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negligent act, or omission of the Consultant, or the willful or reckless misconduct of the Consultant in performing the services described in, or normally associated with, this type of contracted work.

City does not, and shall not, waive any rights that they may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

CITY hereby agrees to, and shall hold·CONSULTANT, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CITY'S negligent acts, errors or omissions including misuse or improper disclosure of confidential information contained in reports submitted by CONSULTANT under this Agreement. CITY agrees to and shall defend CONSULTANT and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions and/or misuse or improper disclosure of confidential information.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:
Hinderliter de Llamas and Associates

DocuSigned by:
Andrew Nickerson
2A8393594812482

By: Andrew Nickerson
Its: President

CLIENT:
City of Hawthorne

6/10/21

By: Vontray Norris
Its: Interim City Manager

APPROVED AS TO FORM:

By: Robert Kim
Its: Interim City Attorney

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[Any Schedule or Schedules are required to be attached hereto]

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Schedule "A"

HdL ECONSolutions Proposal to the City of Hawthorne

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Schedule A

CITY OF HAWTHORNE – Proposal & Qualifications for COVID-19 Relief & Economic Recovery Program Administration per the American Rescue Plan Act (ARPA)

Submitted By:
HdL ECONSolutions
120 S. State College Blvd., Suite 200
Brea, CA 92821
www.hdlcompanies.com

Contact:
Barry Foster, Principal/Managing Director
714.879.5000
bfoster@hdlcompanies.com



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I. LETTER OF TRANSMITTAL

April 12, 2021

RE: Proposal/Qualifications for COVID-19 Relief & Economic Recovery Program Administration per the American Rescue Plan Act (ARPA)

Felice Lopez, Finance Director
City of Hawthorne
4455 W. 126th Street
Hawthorne, CA 90250

Felice:

Thank you for the opportunity to present a proposal, as well as our qualifications to the City of Hawthorne to assist with COVID-19 Relief and Economic Recovery Program Administration per the American Rescue Plan Act (ARPA). Hinderliter de Llamas Associates (HdL) is a 37-year old consulting firm with corporate offices in Brea California, along with offices in Pleasanton, Fresno, San Dimas, as well as offices outside of California in Texas, Colorado, Georgia and Alabama. HdL is a highly respected consulting firm working in sales tax, property tax, tax & fee administration, revenue analysis, economic development and cannabis management. HdL ECONSolutions was formed by HdL in 2014 to provide a variety of economic development products, services and special projects in further serving local governments. HdL ECONSolutions has completed work for 120 local governments in California and is presently working for 20 California cities and a few private sector developers on a variety of economic development related services.

HdL ECONSolutions is well positioned to assist Hawthorne with developing an Action Strategy for COVID-19 relief and use of federal stimulus funding coming from the recently approved American Rescue Plan, along with administration of programs related to this program. During the past year, HdL ECONSolutions has worked with several cities to deal with the COVID-19 Pandemic and the negative economic impact it has delivered to cities, especially their business communities. HdL ECONSolutions has prepared Economic Recovery Action Plans for the California cities of Eastvale, Menlo Park and Pacific Grove, as well as reopening plans for Calimesa and Cupertino. Additionally, we have assisted in several small business relief grant programs to deal with the impacts caused by COVID-19 and the Pandemic. Furthermore, HdL has expertise in a number of service delivery that could be inserted into an ARPA strategy to help with economic recovery and enhance the City's service delivery including, but not limited to:

- Small business grant or loan program management
- Administration of rent payment assistance program
- Web based local administration programs (for business license, TOT/STR, UUT, etc.)
- Web based payment portals
- Rental unit registration program
- Upgrading technology to enhance service delivery and overall cost of service.

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Please feel free to call me if you have questions or require additional information. I can be reached at 951.233.0414 or by email at bfoster@hdlcompanies.com. If HdL ECONSolutions is selected to do the work in Hawthorne, I will serve as the Project Manager, with support from other HdL ECONSolutions staff members including Angela Tsui, Senior Advisor and Fienna Cheng, Analyst. Additionally, HdL could utilize team members of the Tax & Fee Administration Division of the company managed by Josh Davis, Director of Professional Services to assist with the possible services identified above.

Sincerely,



Barry Foster
Principal/Managing Director

Josh Davis, Director of Professional Services of Tax & Fee Administration-HdL

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II. KEY PERSONNEL

Team of Professionals for the Hawthorne Project

For the Hawthorne project, HdL ECONSolutions will use a team of three professionals that have more than 55 years of experience working in economic development and public administration.

HdL ECONSolutions Team

Barry Foster — Principal/Managing Director, HdL Companies
Barry Foster has more than 35 years of local government experience including nearly 30 years in Southern California working for the cities of Moreno Valley, Rancho Mirage, Monrovia, and Loma Linda, as well as nearly 7 years with the HdL Companies. Mr. Foster has more than 29 years of economic development experience. As a Principal & Managing Director with HdL, Barry Foster started the ECONSolutions Division for HdL and has worked with 120 local governments in a variety of economic development related services. Additionally, he worked as a Development Consultant with five developers and retail advisors in Southern California. Over the years, he has helped facilitate more than 32 million square feet of new development projects including logistics-distribution, shopping centers, commercial retail/office, medical-healthcare, hotels, and auto centers. Mr. Foster is member of the International Council of Shopping Centers, as well as being a past President of the Municipal Management Assistants of Southern California (MMSASC). He holds a Bachelor of Science degree from Minnesota State University-Mankato and a Master of Public Administration degree from the University of Kansas.

Angela Tsui — Senior Advisor, HdL Companies
Angela Tsui came to work for HdL in 2019 as a Senior Advisor working out the Pleasanton office. Before working for HdL, Ms. Tsui worked over 22 years in the public sector, including for the cities of Fremont and Cupertino, where she was the Economic Development Manager for 7 years. With HdL ECONSolutions, Angela has worked on numerous studies and is the primary economic development staffing person for the cities of Cupertino and Menlo Park. Additionally, Angela has recently worked on Economic Recovery Action Plans for the cities of Eastvale, Menlo Park and Pacific Grove, as well as numerous programs and issues related to the Pandemic and economic recovery efforts in Cupertino. Angela holds a Bachelor of Arts degree in Political Science from the University of California-Berkley.

Fienna Cheng — Analyst, HdL Companies
Fienna Cheng joined HdL early in 2020 and works on a variety of analytics and revenue analysis project, as well as supporting the divisions administration needs. Ms. Cheng has experience in the private sector in the healthcare and insurance industries. Fienna received a Bachelor of Arts degree in Economics from the University of California-Irvine.

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HdL Tax & Fee Administration Services

Josh Davis --- Associate Director of Professional Services-Tax & Fee Administration
Joshua Davis has over 20 years of experience with local tax administration, discovery and audit, as well as managing a skilled team which provides the most sophisticated local tax administration services available to California municipalities. Trained in revenue audit and discovery techniques, he is skilled in navigating the complex scenarios and needs often encountered during such service delivery. Mr. Davis also possesses strong technical and business process capabilities which he employs to aid HdL clients in meeting their strategic objectives. Prior to joining HdL, he was employed a compliance services manager at another governmental services consulting firm. Mr. Davis' reputation amongst municipalities is that of a very capable local taxation expert who will achieve their desired objectives, while providing excellent customer service. Notable projects he has managed includes a long term and broad engagement supporting the City of Beverly Hills business tax team and administering business tax for the City of Roseville. All services provided by his team enable municipalities to administer their tax programs more effectively, through both efficient operations and increased discovery and collection of tax due.

III. QUALIFICATIONS AND SCOPE OF WORK

QUALIFICATIONS

HdL and the HdL ECONSolutions Team are uniquely qualified to assist the City of Hawthorne with work related to COVID-19 relief and formulating an economic recovery program, along with administration support with funding coming from the American Rescue Plan.

- HdL ECONSolutions has significant experience working with California cities to help deal with COVID-19 and the Pandemic and economic recovery efforts including working on Economic Recovery Action Plans (ERAP's) for the cities of Eastvale, Menlo Park and Pacific Grove, as well as numerous small business grant programs and focused economic recovery strategies.
- HdL ECONSolutions is recognized as one of the leading consultants in the economic development field in California, having worked with 120 local governments on a variety of programs and projects during the past 6 ½ years.
- The HdL ECONSolutions Team is highly experienced in economic development and brings over 60 years of experience in economic development, along with working for and with cities. Barry Foster, a Principal and Managing Director will serve as the Project Manager for the Hawthorne project.
- HdL is a premiere consulting firm in California and is presently working with over 400 local governments and is recognized as a leader in sales tax and property tax management, budgeting and revenue projections, tax & fee administration, economic development and cannabis management.

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References

The following is a sampling of references appropriate for the Hawthorne project.

CITY OF CUPERTINO
Deb Feng, City Manager
10300 Torre Ave,
Cupertino, CA 95014
408.777.3250

CITY OF EASTVALE
Bryan Jones, City Manager
12363 Limonite Ave, Ste. 910
Eastvale, CA 91752
951.703.4411

CITY OF MENLO PARK
Starla Jerome- Robinson, City Manager
701 Laurel Street,
Menlo Park, CA 94025
650.330.6610

CITY OF PACIFIC GROVE
Ben Harvey, City Manager
300 Forest Avenue,
Pacific Grove, CA 93950
213.364.2699

SCOPE OF WORK

The following represents the scope of work for the project.

HdL ECONSolutions believes the most effective scope of work of the project for the City of Hawthorne is to expend approximately $32.69 million in Federal funding from the American Rescue Plan Act (ARPA) should focus on formulating a comprehensive COVID-19 Relief & Economic Recovery Program for both near term and lasting economic recovery including the following components.

- **Task 1** - **Design and develop an Economic Recovery Strategy (the 'Strategy')** to effectively expend the approximately $32.69 million coming to the City of Hawthorne from the ARPA, including working with the City Council and City staff on crafting the Strategy to incorporate their vision, goals and objectives.
- **Task 2** - **To properly develop a Strategy** to work for both the City and the community, an extensive outreach effort must be put forth including surveys and meetings with key stakeholders such as City Council members, City staff, the Chamber of Commerce and local business representatives from the business sectors that had been hit the hardest including restaurants, boutique retail, fitness centers and personal services.
- **Task 3** - **Develop an ARPA program for Hawthorne restaurants** to help them recover from the Pandemic.
- **Task 4** - The Program must also include the administrative effort to **Implement the Strategy including outreach and marketing**, along with managing compliance with federal requirements contained in the American Rescue Plan Act.

OPTIONAL TASK

- **Task 5** – **Enhanced Service Delivery** includes exploring possibilities to enhance the City's service delivery in the short term recovery, but also into the future.

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IV. COMPENSATION

Understanding the effort and time commitment to undertake the four tasks identified above is somewhat challenging; therefore, HdL ECONSolutions is suggesting doing the work on an hourly basis, with a not-to-exceed amount, plus an 10% overall contingency.

Task 1
Not-to-exceed amount of $18,500

Task 2
Not-to-exceed amount of $12,000

Task 3
Not-to-exceed amount of $6,500

Task 4
Not-to-exceed amount of $13,000

Hourly Consulting Rates

Staff Position	Hourly Rate
Principal	$250
Sr. Advisor	$180
Analyst	$100

Total Estimated Cost=$48,000

10% Contingency=$5,000

Total Compensation – Not-to-Exceed $53,000

Task 5
This task is dependent on types of services desired and based on hourly rates to refine a specific scope of services and is subject to further discussion and refinement between the City of Hawthorne and the HdL Companies

AGENDA ITEM NO. 17.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: Finance

City Manager: Department Head:

SUBJECT:
American Rescue Plan Act (ARPA) Update and request for approval of recommendations

RECOMMENDED MOTION:
Staff recommends that the City Council provide approval on the final reallocation recommendations and receive and file the ARPA Economic Development Plan Programs update.

DISCUSSION:
At the July 13, 2021, City Council meeting, staff and HdL Companies' Principal, Barry Foster, gave an overview of the agenda staff report, introducing the American Rescue Plan Act (ARPA). The report also described that local governments are encouraged to use payments from ARPA to respond to the direct and immediate needs of the pandemic and its negative economic impacts and the needs of households and businesses that are disproportionately and negatively impacted by the public health emergency. Included in the report to the City Council were several economic development ideas for programs and projects for ARPA funding.

In subsequent meetings, the Council adopted an ARPA Plan, which outlined various projects and programs for expenditures of the 1st Tranche of ARPA funds $15,260,827. At the February 28, 2023, City Council meeting, staff and HDL Sr. Advisor Ken Duran, presented to the City Council a list of projects utilizing the 2nd tranche of American Rescue Plan Act (ARPA) funds $15,260,827.

The ARPA Guidelines require that funds must be obligated to specific projects by December 31, 2024 and must be spent by December 31, 2026. Staff evaluated the Programs approved under the adopted ARPA Plan for Tranches 1 and 2. Given the time requirements for obligating and spending the funds, staff feels the need to reallocate some of the unspent funds to other existing and new projects.
The following outlines the Programs approved by the Council and the reallocation request for use of American Rescue Plan Act (ARPA) funds.

Designated General Fund Revenue Recovery Approved Uses -- ARPA 1st Tranche

APPROVED USES
$11,445,620 Revenue Recovery

1.	Hero Pay for essential workers	$	883,000
2.	Vital Medical -- Mental Health Clinician - Emgcy Calls for PD	$	100,000
3.	Bi Polar Ionization System for PD	$	29,540
4.	Air Filtration w/UV Sterilization module in Basement	$	75,000
5.	Personal Protective Equipment & Training	$	0
6.	Emergency Kits for City Hall and PD	$	7,145
7.	Sanitation	$	360,000

8. Energov Virtual City Hall Project	$ 737,510
9. Revitalization of City Properties	$ 599,430
10. Communication Upgrades	$ 150,000
11. Virtual Electronic Document Migration	$ 500,000
12. Virtual Desktop Interface	$ 700,000
13. Fire Contract	$ 3,900,000
14. Police Salaries	$ 2,815,610
15. Public Works Salaries	$ 200,000
16. Community Service Salaries	$ 300,000
17. Homeless Coordination	$ 88,384
Total Approved Projects Designated for General Fund	**$11,445,620**

ARPA 1st Tranche Recovery Program Approved Uses & Add'l Recommendations

APPROVED USES
$ 3,815,207 Designated for Recovery projects

1. Telehealth Van LLC Services		$1,261,630.00
2. Homelessness -- Pallet Shelters		$1,664,180.10
3. Health and Wellness Events		$ 15,000.00
4. Tablet Program		$ 22,108.72
5. Business Recovery Assistance		$ 428,846.51
- Business Res Consultant	$ 1,846.51	
- Yiftee Gift Cards	$ 7,000.00	
- Bus Asst Grants/Loans	$105,000.00	
- Marketing Asst Prog	$ 20,000.00	
- Board Up Removal/Paint	$ 20,000.00	
- Administration	$275,000.00	
Balance -- Carry Over to 2nd Tranche projects		**$ 423,441.67**
Total Approved Recovery Designated Projects		**$3,815,207.00**

RECOMMENDED REALLOCATION REQUEST

Tranche 1 - $ 3,815,207 Designated for Recovery projects Unused Funds

5. Business Recovery Assistance		
- Board Up Removal/Paint	($ 400.00)	
Recommended Programs		
5. Business Recovery Assistance		
- Administration		$ 400.00
Total recommended reallocation		**$ 400.00**
Total 1st Tranche Allocations		**$15,260,827.00**

General Fund Revenue Recovery Approved Uses and Recommendations -- ARPA

2nd Tranche

APPROVED USES

$7,363,358 Revenue Recovery

1. Fire Contract	$5,000,000
2. Police Salaries	$2,363,358
Total Approved Projects Designated for General Fund	**$7,363,358**

Designated Recovery Program Approved Uses -- ARPA 2nd Tranche

APPROVED USES

$7,897,469.00 Designated for Recovery projects

1. Water Tower Project	$1,172,500.00
2. Sewer System Project	$2,899,445.11
3. Air Conditioning & Generator Project	$2,580,000.00
4. Employment Opportunities and Assistance for the Unhoused	$ 3,973.39
5. School District Programs	$ 0
6. Urgent Care Facility	$ 3,540.00
7. Landlord Rental Assistance Program	$ 0
8. Revitalization Low Income Housing Units	$1,148,897.28
9. Cyber Security	$ 94,000.00
10. EOC Upgrades	$ 200,000.00
11. Civic Center Park	$ 218,554.89
Total 2nd Tranche Approved Recovery Projects	**$8,320,910.67**
MINUS Carry Over from 1st Tranche	**$ 423,441.67**
Total 2nd Tranche Approved Recovery Projects	**$7,897,469.00**

RECOMMENDED REALLOCATION REQUEST

Tranche 2 - $7,897,469 Designated for Recovery projects Unused Funds

2. Homelessness -- Pallet Shelters	($1,207,494.16)

Recommended Programs

8. Revitalization Low Income Housing Units	$1,207,494.16
Total recommended reallocation	**$1,207,494.16**
Total 2nd Tranche Allocations	**$15,260,827**

REALLOCATION RECOMMENDATION

To date the City has expended **$23,989,377.00** in funds for the approved projects. Staff has identified **$1,207,894.16** in unused funds that should be reallocated. The recommendation for distribution of the reallocated funds is as follows:

Recovery Projects -- 1st Tranche	
5. Business Recovery Assistance	
- Administration	$ 400.00
Recovery Projects -- 2nd Tranche	
8. Revitalization Low Income Housing Units	$1,207,494.16
Total Reallocation Recommendation	**$1,207,894.16**

ECONOMIC DEVELOPMENT STRATEGIC PLAN:

Establish partnerships with entities that can work toward City goals and objectives.

FISCAL IMPACT:

None.

NOTICING PROCEDURE:

72 hours posted notice pursuant to the Ralph M. Brown Act

AGENDA ITEM NO. 18.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: City Attorney

City Manager: **Department Head:**

SUBJECT:
Claim for bodily injury by Ana B. Acosta.

RECOMMENDED MOTION:
Staff recommends that the City Council deny the claim by Ana B. Acosta.

DISCUSSION:
Claimant Ana B. Acosta alleges she was at a city park (i.e., the restorom facility) when she tripped and fell on a wet surface, thereby cauing her physical injury.

ECONOMIC DEVELOPMENT STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
None.

NOTICING PROCEDURE:
72 hours posted notice pursuant to the Ralph M. Brown Act.

AGENDA ITEM NO. 19.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: City Clerk

SUBJECT:
City Attorney's Evaluation/Accomplishments (K. Manning)

AGENDA ITEM NO. 20.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: City Clerk

SUBJECT:
Standards of Behavior Pledge to Promote Civility and Professionalism at City Council Meetings and in Closed Sessions (K.Manning)

AGENDA ITEM NO. 21.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: City Clerk

SUBJECT:
Yearly Evaluation of City Employees/Peer Review of Department Heads (K. Manning)

AGENDA ITEM NO. 22.

CITY OF HAWTHORNE
City Council
AGENDA BILL
For the meeting of 12/10/2024
Originating Department: City Clerk

SUBJECT:
Telehealth Update (K. Manning)