

Alex Vargas, Mayor  
Alex Monteiro, Mayor Pro Tem  
Angie Reyes English, Councilmember  
Katrina Manning, Councilmember  
Faye Johnson, Councilmember



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

**CITY OF HAWTHORNE  
CITY COUNCIL REGULAR MEETING  
AGENDA FOR SEPTEMBER 23, 2025 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

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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. Proclamation - Pastor John L. Jefferson, Del Aire Baptist (F. Johnson)
2. City Clerk's Office: Stewardship, Strategy and Service (D. Williams-Hunter)
3. Brief presentation by Hawthorne Police Department staff to update the community on concerns related to e-bicycles and related education and enforcement efforts (HPD)
4. Police Department staff will provide a brief overview of recent sighting of coyotes within City limits as well as provides suggestions on what to do in case of an encounter. (HPD)

## 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

5. The 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 09/10/2025 to 09/23/2025 for a total of \$9,293,893.28

6. Approval of waiver of full readings of resolutions and ordinances on Tuesday, September 23, 2025's agenda. Motion to waive full readings.

### RESOLUTIONS

(None at this time)

### ORDINANCES

7. ORDINANCE NO. 2258 (Second Reading): AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, AMENDING SECTION 2.06.020 (MEETINGS) OF CHAPTER 2.06 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION, CIVIL SERVICE AND PERSONNEL) OF THE HAWTHORNE MUNICIPAL CODE AND MAKING A FINDING OF EXEMPTION IN COMPLIANCE WITH CEQA IN CONNECTION THEREWITH.

**RECOMMENDED MOTION:**

Introduce Ordinance No. 2258 on September 9, 2025 and Adopt Ordinance No. 2258 on September 23, 2025.

### BIDS: OPENINGS & RESULTS

(None at this time)

### PUBLIC HEARINGS

8. Public Hearing to Consider Approval of the 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Programs.

**RECOMMENDED MOTION:**

Staff recommends that the City Council:

1. Conduct the public hearing and receive comments on the draft 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER).
2. Approve the 2024-2025 CAPER for the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Programs.
3. Authorize the City Manager, or their designee, to submit the 2024-2025 CAPER to the U.S. Department of Housing and Urban Development (HUD).

### GENERAL MATTERS

(None at this time)

### CITY MANAGER'S CONSENT CALENDAR

9. First Amendment to the Agreement with the City of Inglewood for Provision of Supplemental Law Enforcement Services for Special Events.

**RECOMMENDED MOTION:**

Approve the proposed Amendment to Agreement with the City of Inglewood for supplemental law enforcement services for special events in the City of Inglewood, and authorize the City Manager or the Chief of Police to execute all documents related thereto.

- 10. Sublease Non-Disturbance & Attornment Agreement Re. Hangar 42 from 395 Park Place, LLC to Hawthorne Green, LLC.

**RECOMMENDED MOTION:**

Staff recommends that the city council approve the Sublease Non-Disturbance & Attornment Agreement for the Assignment of Hangar 42 from 395 Park Place, LLC. to Hawthorne Green, LLC. and authorize the City Manager to execute the Agreements and make minor amendments thereto.

- 11. JR. Clippers Basketball League Partnership Agreement.

**RECOMMENDED MOTION:**

Staff recommends that the city council approve the Jr. Clippers Basketball League Partnership Agreement and authorize the City Manager to execute the Agreement.

- 12. Ground Sublease Agreement between Hawthorne Airport, LLC, Space, Space Exploration Technologies Corporation and Zelman Hawthorne, LLC.

**RECOMMENDED MOTION:**

Staff recommends that the city council approve the Ground Sublease Agreement between Hawthorne Airport, LLC (HA LLC), Space Exploration Technologies Corporation (Space X) and Zelman Hawthorne, LLC (Zelman) and authorize the City Manager to execute the Agreement.

**CITY ATTORNEY'S CONSENT CALENDAR**

- 13. Claim for personal injuries by King Stovall.

**RECOMMENDED MOTION:**

Staff recommends that the City Council deny the claim by King Stovall.

- 14. Additional Funding Request for Administration Receivership Account in the total Amount of \$60,000 for the Current Fiscal Year.

**RECOMMENDED MOTION:**

Staff recommends that the City Council approve the additional funding in the total amount of \$60,000 to Administration Receivership account (Receivership Account No. 100-1501-000-40744), encumber for the same and approve the blanket purchase orders consisting of the following: 1. Daniel Collins \$10,000; 2. Testing Engineers (to be determined) \$50,000.

**DISCUSSION/ACTION ITEMS**

- 15. Code Enforcement Reporting (MyHawthorne311) - A. Vargas

**ELECTED OFFICIALS REPORTS/RECOMMENDATIONS**

**CLOSED SESSION**

(None at this time)

**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, September 23, 2025.



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**DIANA CUCALON**  
**HAWTHORNE DEPUTY CITY CLERK**



**AGENDA ITEM NO. 1.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025  
Originating Department: City Clerk

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**SUBJECT:**

Proclamation - Pastor John L. Jefferson, Del Aire Baptist (F. Johnson)

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**AGENDA ITEM NO. 2.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025  
Originating Department: City Clerk

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**SUBJECT:**

City Clerk's Office: Stewardship, Strategy and Service (D. Williams-Hunter)

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**AGENDA ITEM NO. 3.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025

Originating Department: Police Department

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**SUBJECT:**

Brief presentation by Hawthorne Police Department staff to update the community on concerns related to e-bicycles and related education and enforcement efforts (HPD)

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**Attachments**

E-bicycle Presentation

# Hawthorne Police Department

E-Bike Enforcement and Safety



# E-Bikes



**In California, e-bikes are treated like regular bicycles and must follow the rules of the road.**



# E-Bike Classes Explained



## CLASS 1

## CLASS 2

## CLASS 3

Pedal Assist



Throttle



Max Speed

20 mph

20 mph

28 mph

## Class 1: Pedal-assist

- Pedal-assisted.
- Power maxes out at 20mph.
- Allowed wherever regular bicycles are allowed.
- No minimum age
- No driver's license required
- Helmet required for 17 and under

## Class 2: Throttle-controlled

- Has pedals or throttle-assisted.
- Power maxes out at 20mph.
- Allowed wherever regular bicycles are allowed.
- No minimum age
- No driver's license required
- Helmet required for 17 and under

## Class 3: Pedal-assist

- Pedal or throttle-assisted.
- Maxes out at 28mph.
- Some restrictions on where they can be ridden.
- Minimum age 16
- No driver's license required
- Helmet required for all ages



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City of Good Neighbors

# Not an E-Bike



Any e-bike that assists the rider over 28 mph is not street legal and must stay off of roads, sidewalks and multi-use trails and paths.

Any vehicle designed and meant for off-road use is not to be used for street use.



# Hawthorne Police Department Response



HAWTHORNE  
City of Good Neighbors

The Hawthorne Police Department Traffic Bureau is committed to improving safety for:

- Bicyclists
- Pedestrians
- Motorists

In order to promote public safety, the Hawthorne Police Department Traffic Bureau proactively promoted responsible e-bike use throughout the city.

# Bicycle Safety Campaigns



The Traffic Bureau participated in multiple bicycle safety Operations in partnership with the California Office of Traffic Safety (OTS).

The efforts were focused on both enforcement and education.

- Focused on **safety** violations such as:
  - Riding on sidewalks
  - Failing to stop at signals/signs
  - Unsafe riding in traffic

When juveniles were stopped, parents were contacted and they were educated as well.



# HAWTHORNE POLICE DEPARTMENT



## May is National Bicycle Safety Month

The Hawthorne Police Department is encouraging everyone to be alert to keep bicyclists safe. With the arrival of warmer weather, more people are biking for commuting, exercise or recreation, making it essential for all people to look out for one another and save lives.

According to the [National Highway Traffic Safety Administration](#), there were 1,105 people killed while riding a bike in 2022, and an estimated 46,195 bicyclists were injured.

Bicycling is a great means of transportation and recreation, and everyone deserves to ride to their destination safely. Whether you are behind the wheel or on two wheels, we all share the responsibility to move safely on our roads .

To help keep people biking or walking safe, the Hawthorne Police Department's Traffic Bureau will conduct multiple traffic safety operations throughout the month, focused on driver behaviors that put bicyclists and pedestrians at risk, such as speeding, making illegal turns, failure to yield right of way and stop sign/red light running.

The Hawthorne Police Department suggests the following safety tips for bicyclists and drivers:

### Drivers

- Slow down and follow the speed limit. Be careful traveling through intersections.
- Look carefully for bicyclists and pedestrians before making a turn or opening a car door near streets or bike paths.
- Be patient when traveling behind a bicyclist and give them space when passing. California law requires drivers to change a lane, when possible, to pass bicyclists and always pass with at least 3 feet of space.

**FOR PUBLIC RELEASE**

### CONTACT

Hawthorne Police Traffic Bureau: 310.349.2701



You may also provide anonymous information by downloading the "P3 Tips" mobile app [Google Play or Apple Store]

- Never drive distracted or impaired.

### Bike Riders

- Use lights at night.
- Although not required for riders 18 and older, always wear a properly secured helmet. Helmets significantly reduce the chance of a head injury in the event of a crash.
- Bicyclists must travel in the same direction of traffic and have the same requirements as any slow-moving vehicle.
- Yield to pedestrians, just as a driver would. Pedestrians have the right-of-way within marked or unmarked crosswalks at intersections.

Funding for this program is provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

# E-Bike Safety



**HAWTHORNE**  
City of Good Neighbors

- Obey traffic laws, use hand signals, use lights at night (front white light and rear red reflector), and wear a helmet.
- Bicyclists must travel in the same direction of traffic and have the same requirements as any slow-moving vehicle.
- Avoid the door zone: do not ride too closely to parked cars.
- If there's a bike lane, use it, unless making a left turn, passing, or approaching a place where a right turn is allowed.
- Yield to pedestrians. Bicyclists must yield the right-of-way to pedestrians within marked crosswalks or within unmarked crosswalks at intersections, and between intersections where pedestrians may cross.

# Subsequent Operations



HAWTHORNE  
City of Good Neighbors

The Hawthorne Police Department Traffic Bureau proactively launched another round of e-bike enforcement in coordination with the start of the school year.

Focused on educating riders and improving safety for students, pedestrians, and motorists alike.

- Over **100 e-bicyclists** have been contacted and provided guidance on the rules of the road, with an emphasis on lawful riding behavior and community safety.



# HAWTHORNE POLICE DEPARTMENT

12001 N. HAWTHORNE BL. | HAWTHORNE, CALIFORNIA 92530

## Fall Bicycle and Pedestrian Safety

The Hawthorne Police Department traffic bureau has participated in numerous operations focused on the most dangerous behaviors that put the safety of people biking or walking at risk. These violations include speeding, making illegal turns, failing to yield or provide right of way, or failing to stop for signs and signals.

Bicyclists, drivers and pedestrians can take numerous actions reduce the risk of getting injured or in a crash:

### Pedestrians

- Be predictable. Use crosswalks, when available.
- Take notice of approaching vehicles and practice due care.
- Do not walk or run into the path of a vehicle. At 30 mph, a driver needs at least 90 feet to stop.
- Be visible. Make it easy for drivers to see you – wear light colors, reflective material and carry a flashlight, particularly at dawn, dusk or at night.
- Be extra careful crossing streets or entering crosswalks at night when it is harder to see, or when crossing busier streets with more lanes and higher speed limits.

### Drivers

- Do not speed, and slow down at intersections. Be prepared to stop for pedestrians at marked and unmarked crosswalks, and between intersections where pedestrians may cross.
- Avoid blocking crosswalks while waiting to make a right-hand turn.
- Never drive impaired.

### Bicyclists

- Obey traffic laws, use hand signals, use lights at night (front white light and rear red reflector), and wear a helmet.
- Bicyclists must travel in the same direction of traffic and have the same requirements as any slow-moving vehicle.
- Avoid the door zone: do not ride too closely to parked cars.
- If there's a bike lane, use it, unless making a left turn, passing, or approaching a place where a right turn is allowed.
- Yield to pedestrians. Bicyclists must yield the right-of-way to pedestrians within marked crosswalks or within unmarked crosswalks at intersections, and between intersections where pedestrians may cross.
- Bicyclist are prohibited from riding on the sidewalk in the City of Hawthorne.

**FOR PUBLIC RELEASE**

### CONTACT

Hawthorne Police Traffic Bureau: 310.349.2701



You may also provide anonymous information by downloading the "P3 Tips" mobile app [Google Play or Apple Store]

# Ongoing Efforts

- Continued enforcement and education efforts.
- Online E-bike safety training courses. People who take the training will learn about the different classifications of e-bikes, what to consider when purchasing an e-bike, rules of the road and other important safety information:





**AGENDA ITEM NO. 4.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025

Originating Department: Police Department

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**SUBJECT:**

Police Department staff will provide a brief overview of recent sighting of coyotes within City limits as well as provides suggestions on what to do in case of an encounter. (HPD)

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**Attachments**

Coyotes



**#GROWTH #PROGRESS #SERVICE**

# COYOTES



Presented By:

**SGT. SHAUN KEMP**



[www.cityofhawthorne.org/departments/animal-control/coyote-information](http://www.cityofhawthorne.org/departments/animal-control/coyote-information)



# COYOTES

- Coyotes are adaptable canines found throughout Southern California's communities.
- Increasing presence in residential neighborhoods, including Hawthorne.
- Purpose: Share prevention tips, response guidelines and call data





# 2024 CALL DATA

- 3 Calls recorded in Hawthorne Sightings Pets Attacked

- Locations:  
3900 Blk 120th Street  
2400 Blk 118th Street  
11900 Blk Tarron Ave

CALL	DATE	DR	RD	AR	LOCATION	CALL TYPE	DISPO		
<b>AREA = P5</b>									
240590547	02/28/2024		H504	P5	W 120TH ST/S YORK AV	415D	OTHER		
<u>Segment</u>	<u>Date/Time</u>	<u>Comments</u>							
ENTRY	02/28/2024 14:15:40	TEXT:120TH BTNW YORK/OXFORD,,,POSS SMALL <b>COYOTE</b> OR SHEPAR D,,ALMOST HIT BY TRAFFIC,,L/S CROSSING FROM N TO SOUTH,, 'NAME:WANDA-PASSERBY \PH:310 467 4547							
<u>UNIT</u>	<u>DID1</u>	<u>DID2</u>	<u>DID3</u>	<u>DID4</u>	<u>DISPATCHED</u>	<u>CLEARED</u>	<u>CALL SECS</u>	<u>UNIT SECS</u>	<u>UNIT TIME</u>
5N27	50247:				02/28/2024 14:16:00	02/28/2024 14:43:48	1,668	1,668	0.00:27:48
5N27	50247:				02/28/2024 14:16:00	02/28/2024 14:23:25	445	445	0.00:07:25
5N27	50247:				02/28/2024 14:24:04	02/28/2024 14:43:48	1,184	1,184	0.00:19:44
TOTAL CALL TIME									0.00:54:57
240710338	03/11/2024		H508	P5	2419 W 118TH ST	415D	OTHER		
<u>Segment</u>	<u>Date/Time</u>	<u>Comments</u>							
CLEAR	03/11/2024 11:55:09	5N26 OTHER, CAT RAN OFF WHEN APPROACHED. HOME OWNER HERE DAUGHTER FEEDS SEVERAL CATS. THIS IS ONE OF THEM. ADVISED THEM WE DO NOT CATCH CATS BY HAND AND THAT FEEDING THESE STREET CATS ISNT GOOD IDEA WITH <b>COYOTES</b> IN THIS AREA. CAT MAY HAVE ESCAPED A <b>COYOTE</b> WITH VISIBLE NECK WOUND.							
<u>UNIT</u>	<u>DID1</u>	<u>DID2</u>	<u>DID3</u>	<u>DID4</u>	<u>DISPATCHED</u>	<u>CLEARED</u>	<u>CALL SECS</u>	<u>UNIT SECS</u>	<u>UNIT TIME</u>
5N26	52377				03/11/2024 11:25:45	03/11/2024 11:55:09	1,764	1,764	0.00:29:24
5N26	52377				03/11/2024 11:25:45	03/11/2024 11:55:09	1,764	1,764	0.00:29:24
TOTAL CALL TIME									0.00:58:48
240710384	03/11/2024		H524	P5	11930 S TARRON AV	905	OTHER		
<u>Segment</u>	<u>Date/Time</u>	<u>Comments</u>							
ONVIEWER	03/11/2024 11:58:41	5N26, POSS <b>COYOTE</b> VICT							
<u>UNIT</u>	<u>DID1</u>	<u>DID2</u>	<u>DID3</u>	<u>DID4</u>	<u>DISPATCHED</u>	<u>CLEARED</u>	<u>CALL SECS</u>	<u>UNIT SECS</u>	<u>UNIT TIME</u>
5N26	52377				03/11/2024 11:58:41	03/11/2024 12:09:00	619	619	0.00:10:19
5N26	52377				03/11/2024 11:58:41	03/11/2024 12:09:00	619	619	0.00:10:19
TOTAL CALL TIME									0.00:20:38



# 2025 CALL DATA

- 19 recorded in Hawthorne

As of 9/4/25

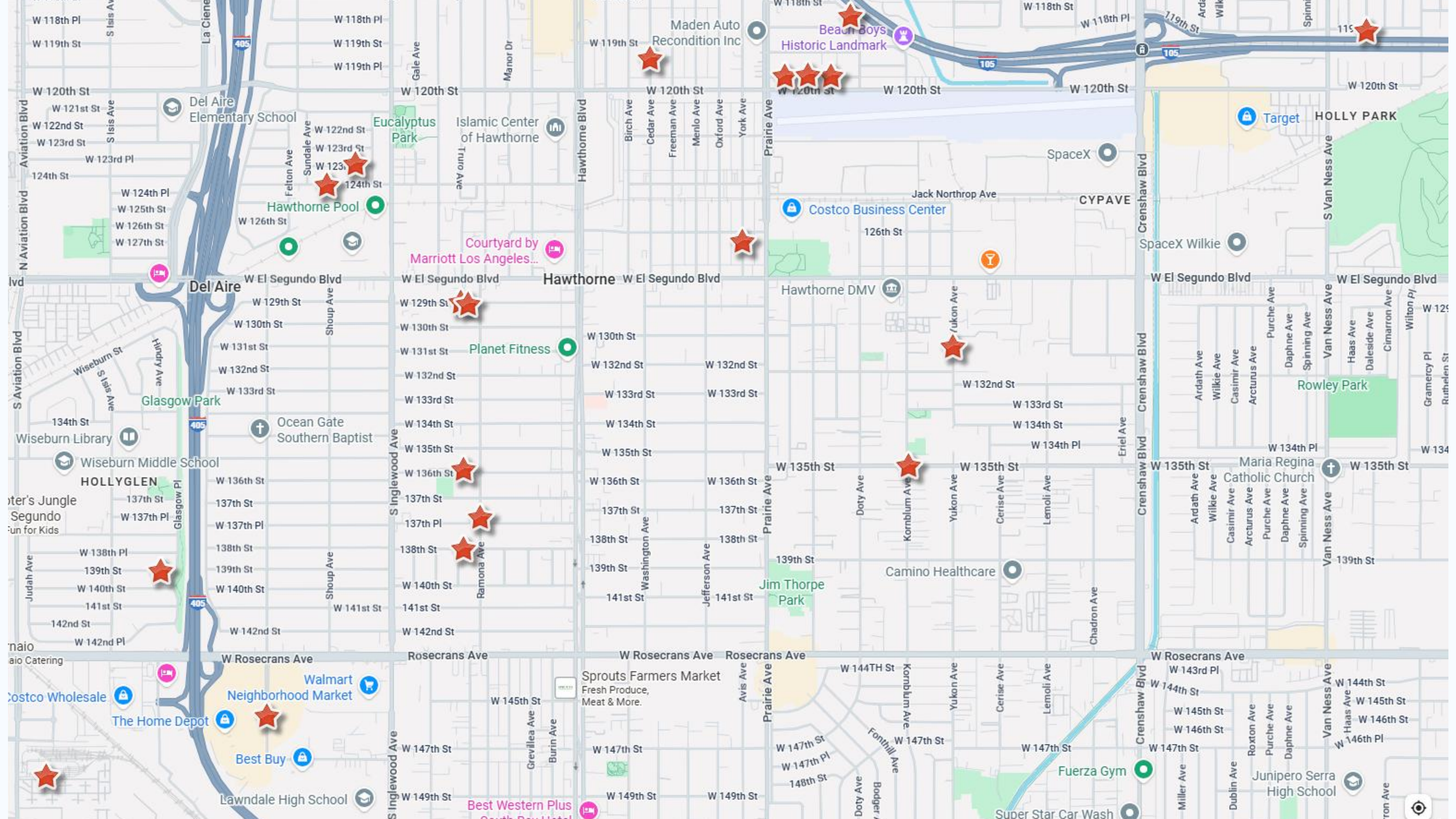
Sightings

Pets Attacked

Living in yard

Spread throughout city

CALL	DATE	DR	RD	AR	LOCATION	CALL TYPE	DISPO		
<b>AREA = P5</b>									
250340512	02/03/2025		H513	P5	4680 W 129TH ST	905	OTHER		
<u>Segment</u>	<u>Date/Time</u>	<u>Comments</u>							
ONVIEWER	02/03/2025 14:13:30	5N26, 905 <b>COYOTE</b> OR DOG							
<u>UNIT</u>	<u>DID1</u>	<u>DID2</u>	<u>DID3</u>	<u>DID4</u>	<u>DISPATCHED</u>	<u>CLEARED</u>	<u>CALL SECS</u>	<u>UNIT SECS</u>	<u>UNIT TIME</u>
5N26	52377				02/03/2025 14:13:30	02/03/2025 14:28:11	881	881	0.00:14:41
5N26	52377				02/03/2025 14:13:30	02/03/2025 14:28:11	881	881	0.00:14:41
TOTAL CALL TIME								0.00:29:22	
250350324	02/04/2025		H513	P5	4680 W 129TH ST	905	OTHER		
<u>Segment</u>	<u>Date/Time</u>	<u>Comments</u>							
MISC	02/04/2025 10:51:41	5N26, ENROUTE TO 4680 W. 129 ST- 905 <b>COYOTE</b> OR DOG IN RPS GARAGE. WENT YESTERDAY BUT RP CLAIMED TO NOT HEAR ME KNOCK[02/04/25105141001]							
<u>UNIT</u>	<u>DID1</u>	<u>DID2</u>	<u>DID3</u>	<u>DID4</u>	<u>DISPATCHED</u>	<u>CLEARED</u>	<u>CALL SECS</u>	<u>UNIT SECS</u>	<u>UNIT TIME</u>
5N26	52377				02/04/2025 10:51:38	02/04/2025 11:16:29	1,491	1,491	0.00:24:51
5N26	52377				02/04/2025 10:51:38	02/04/2025 11:16:29	1,491	1,491	0.00:24:51
TOTAL CALL TIME								0.00:49:42	
250350348	02/04/2025		H514	P5	4662 W 136TH ST	905	OTHER		
<u>Segment</u>	<u>Date/Time</u>	<u>Comments</u>							
CLEAR	02/04/2025 11:55:14	5N26 OTHER, <b>COYOTE</b> ATTACK ON BOTH CAT AND OPOSSUM. PICKED UP PARTS							
<u>UNIT</u>	<u>DID1</u>	<u>DID2</u>	<u>DID3</u>	<u>DID4</u>	<u>DISPATCHED</u>	<u>CLEARED</u>	<u>CALL SECS</u>	<u>UNIT SECS</u>	<u>UNIT TIME</u>
5N26	52377				02/04/2025 11:33:36	02/04/2025 11:55:14	1,298	1,298	0.00:21:38
5N26	52377				02/04/2025 11:33:36	02/04/2025 11:55:14	1,298	1,298	0.00:21:38
TOTAL CALL TIME								0.00:43:16	
250400199	02/09/2025		H514	P5	13797 S RAMONA AV	905	OTHER		
<u>Segment</u>	<u>Date/Time</u>	<u>Comments</u>							
CLEAR	02/09/2025 09:18:29	5N26 OTHER, DECEASED CAT PU. <b>COYOTE</b> ATTACK.							
<u>UNIT</u>	<u>DID1</u>	<u>DID2</u>	<u>DID3</u>	<u>DID4</u>	<u>DISPATCHED</u>	<u>CLEARED</u>	<u>CALL SECS</u>	<u>UNIT SECS</u>	<u>UNIT TIME</u>
5N26	52377				02/09/2025 09:05:38	02/09/2025 09:18:29	771	771	0.00:12:51
5N26	52377				02/09/2025 09:05:38	02/09/2025 09:18:29	771	771	0.00:12:51
TOTAL CALL TIME								0.00:25:42	



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# ROLE IN THE ECOSYSTEM

- **Help control rodents, rabbit and insect populations**
- **Important balance in the local environment**
- **Natural scavengers - drawn to food and shelter in urban areas.**





# DETERRENTS

- Loud Noises
- Throw Items  
Small rocks, sticks, or spray water
- Scents  
Vinegar, perfumes, cayenne/chili's





## Do's

- **Teach children not to approach**
- **Always walk dogs on a leash.**
- **Secure crawl spaces, decks and sheds.**
- **Trim low-level shrubs**
- **Install motion-sensitive lights**

## Dont's

- **Leave small children/pets unattended**
- **Walk pets at dusk/night.**
- **Leave pet food/water outside.**
- **Attempt to feed wildlife (illegael)**



# FOOD & TRASH SAFETY

- **Secure garbage**
- **Remove Pet Food**
- **Avoid bird feeders**
- **Protect gardens (fencing)**





## If you see a Coyote

- **If adults approached:**  
**Be loud, get big, don't run**
- **If child's approached:**  
**Guide to safety, calmly**
- **If pet's approached:**  
**Pick-up, back away**
- **Report**

**IF YOU** **SEE**  
something  
**SAY**  
something



# REPORTING

- **Report Sightings & Attacks**

**Submit a Wildlife Incident Report**

**[apps.wildlife.ca.gov/wir/incident/create](https://apps.wildlife.ca.gov/wir/incident/create)**

- **Local Contacts**

**Hawthorne Animal Control**

**(310)349-2948**

**Hawthorne Dispatch**

**(310)675-4444**

The screenshot shows the top navigation bar of the California Department of Fish and Wildlife website. It includes the CA.GOV logo, the Department of Fish and Wildlife logo, and the text 'California Department of Fish and Wildlife'. There is a search bar in the top right corner. Below the navigation bar, there are links for 'Home', 'Apps', and 'WIR'. The main content area is titled 'Wildlife Incident Reporting (WIR)' and contains a description of the WIR system, a list of incident reporting and depredation take reporting options, and a note about the high volume of human-wildlife conflict (HWC) reports. On the right side, there are links for 'Public Users (RP)' and 'CDFW Users (Login)'.

**CA.GOV** **CALIFORNIA DEPARTMENT OF FISH & WILDLIFE** California Department of Fish and Wildlife

Search

Register | Login

Home Apps WIR

### Wildlife Incident Reporting (WIR)

The WIR System enables a public user, the reporting party (RP), to submit a wildlife incident report directly to CDFW. The WIR System auto-assigns a wildlife incident report to a CDFW Authorized Investigator based on the geographic location of the reported incident. CDFW Authorized Investigators and support staff strive to review all WIRs in a timely manner. If additional information is required, CDFW will contact the RP.

- **Incident Reporting:**
  - Report an observation involving species of interest.
  - Report human-wildlife conflict and property damage (depredation).
  - Request a depredation permit to take a depredation animal causing property damage that has been verified by CDFW. [See depredation permit species listed pursuant to [Title 14, California Code of Regulations.](#)]
  - Receive via email, download, and print depredation permits issued by CDFW.
- **Depredation Take Reporting:**
  - Report animals taken under a depredation permit as required by law.
    - **Wild pigs** require monthly reporting **even if zero animals were taken that month.**
    - **Other depredation species** require reporting **at the time an animal was taken**, or when the permit expires if zero animals were taken.

**Public Users (RP)**

Report a wildlife incident - [WIR System](#)

Report a wolf depredation - [wolfprogram@wildlife.ca.gov](mailto:wolfprogram@wildlife.ca.gov)

Report a wolf sighting - [californiawolfsightings@wildlife.ca.gov](mailto:californiawolfsightings@wildlife.ca.gov)

**CDFW Users (Login)**

[Investigator Home Page.](#)

**NOTE:** The Department is currently experiencing a high volume of human-wildlife conflict (HWC) and related wildlife incident reports. We appreciate your patience. For species-specific information and resources, visit the Department's [HWC Toolkit.](#)



**AGENDA ITEM NO. 5.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025  
Originating Department: Licensing

---

**City Manager: Department Head:**

**SUBJECT:**

The 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 09/10/2025 to 09/23/2025 for a total of \$9,293,893.28

**DISCUSSION:**

Staff plan 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 of communicating useful and helpful information to vendors

**FISCAL IMPACT:**

None. Funds for these payments of the amount of \$9,293,893.28 are available in the adopted Fiscal Year 2025-2026 budget.

Description of Warrants	Amount
Payroll City Warrants	\$ 989,830.48
General City Warrants	\$ 8,292,163.45
Housing Warrants	\$ 351.27
Asset Forfeiture Warrants	\$ 11,548.08
<b>Grand Total</b>	<b>\$ 9,293,893.28</b>

**NOTICING PROCEDURE:**

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

**ATTACHMENTS**

Council Warrants 092325

# CITY OF HAWTHORNE

FOR THE MEETING OF SEPTEMBER 23, 2025

ORIGINATING DEPARTMENT: FINANCE

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

<u>Date</u>	<u>Warrant #s</u>		<u>Warrant type</u>	<u>Total \$</u>
	<u>Start</u>	<u>Ending</u>		
9/11/25	37469	37775	PAYROLL	985,909.42
9/11/25	196725	196735	PAYROLL	3,921.06
<b>* Emergency Issue - for ratification only</b>				<u>989,830.48</u>

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 SEPTEMBER 23, 2025

ORIGINATING DEPARTMENT: FINANCE

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

<u>Date</u>	<u>Warrant #s</u>		<u>Warrant type</u>	<u>Total \$</u>
	<u>Start</u>	<u>Ending</u>		
9/8/25	492101	492101	CITY-SPECIAL	5,565.08
9/11/25	492102	492119	DEBT LEVIES	23,838.55
9/17/25	492120	492120	CITY-SPECIAL	273,002.01
9/23/25	492121	492129	UTILITIES	188,509.69
9/23/25	492130	492259	CITY	7,801,248.12
				<u>8,292,163.45</u>

\* **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: C090825

TO FISCAL 2026/03 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
116315 AFLAC	108288	08/12/25		492101	T	09/08/25	990 20900	INSURANCE BENEFITS	5,565.08
	INVOICE: 026007								
VENDOR TOTALS			11,130.16	YTD INVOICED			78,144.29	YTD PAID	5,565.08
								REPORT TOTALS	5,565.08
							TOTAL EFT TRANSFERS	COUNT	AMOUNT
								1	5,565.08

\*\* END OF REPORT - Generated by Shunte11 Dixon \*\*

PAID INVOICES REPORT

CHECK: DL091125

TO FISCAL 2026/03 07/01/2024 TO 06/30/2026

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
123239 CA DISBURSEMENT UNIT	109433	09/11/25		492102	P	09/11/25	960 21630	GARNISHMENTS LIABILITY	704.30
	INVOICE:	2025-20							
VENDOR TOTALS			4,225.80	YTD INVOICED			22,537.60	YTD PAID	704.30
119637 CA SDU, STATE DISBURSEMENT UNIT	109429	09/11/25		492103	P	09/11/25	960 21630	GARNISHMENTS LIABILITY	258.46
	INVOICE:	2025-20							
VENDOR TOTALS			1,550.76	YTD INVOICED			8,270.72	YTD PAID	258.46
119685 CA SDU, STATE DISBURSEMENT UNIT	109430	09/11/25		492104	P	09/11/25	960 21630	GARNISHMENTS LIABILITY	142.15
	INVOICE:	2025-20							
VENDOR TOTALS			852.90	YTD INVOICED			5,046.36	YTD PAID	142.15
124099 CALIFORNIA STATE DISBURSEMENT UNIT	109431	09/11/25		492106	P	09/11/25	960 21630	GARNISHMENTS LIABILITY	533.53
	INVOICE:	2025-20							
VENDOR TOTALS			3,201.18	YTD INVOICED			16,005.90	YTD PAID	533.53
123708 CALIFORNIA STATE DISBURSEMENT UNIT	109437	09/11/25		492105	P	09/11/25	960 21630	GARNISHMENTS LIABILITY	126.00
	INVOICE:	2025-20							
VENDOR TOTALS			756.00	YTD INVOICED			4,032.00	YTD PAID	126.00
124573 COURT-ORDERED DEBT COLLECTIONS	109440	09/11/25		492107	P	09/11/25	960 21630	GARNISHMENTS LIABILITY	363.00
	INVOICE:	2025-20							
VENDOR TOTALS			363.00	YTD INVOICED			363.00	YTD PAID	363.00
122863 FRANCHISE TAX BOARD	109432	09/11/25		492109	P	09/11/25	960 21630	GARNISHMENTS LIABILITY	100.00
	INVOICE:	2025-20							
VENDOR TOTALS			600.00	YTD INVOICED			3,200.00	YTD PAID	100.00
122739 FRANCHISE TAX BOARD	109439	09/11/25		492108	P	09/11/25	960 21630	GARNISHMENTS LIABILITY	1,181.27
	INVOICE:	2025-20							
VENDOR TOTALS			3,543.81	YTD INVOICED			11,063.13	YTD PAID	1,181.27
123238 FRANCHISE TAX BOARD	109441	09/11/25		492110	P	09/11/25	960 21630	GARNISHMENTS LIABILITY	690.88
	INVOICE:	2025-20							

PAID INVOICES REPORT

CHECK: DL091125

TO FISCAL 2026/03 07/01/2024 TO 06/30/2026

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS			690.88	YTD INVOICED		690.88	YTD PAID		690.88
124572	VEHICLE REGISTRATION COLLECTIONS								
	109443	09/11/25		492111	P	09/11/25	960 21600	ACCRUED WAGES PAYABLE	212.12
	INVOICE: 2025-20								
VENDOR TOTALS			212.12	YTD INVOICED		212.12	YTD PAID		212.12
4	H.M.E.A.								
	109423	09/11/25		492112	P	09/11/25	960 21600	ACCRUED WAGES PAYABLE	1,600.00
	INVOICE: 2025-20								
VENDOR TOTALS			9,420.00	YTD INVOICED		63,520.00	YTD PAID		1,600.00
99379	HAWTHORNE EXECUTIVE GROUP								
	109422	09/11/25		492113	P	09/11/25	960 21600	ACCRUED WAGES PAYABLE	440.00
	INVOICE: 2025-20								
VENDOR TOTALS			2,640.00	YTD INVOICED		13,280.00	YTD PAID		440.00
124425	HAWTHORNE POLICE CIVILIAN ASSOCIATION (HPCA)								
	109427	09/11/25		492114	P	09/11/25	960 21600	ACCRUED WAGES PAYABLE	1,360.00
	INVOICE: 2025-20								
VENDOR TOTALS			8,080.00	YTD INVOICED		12,040.00	YTD PAID		1,360.00
3	HAWTHORNE POLICE OFFICERS ASSN								
	109424	09/11/25		492115	P	09/11/25	960 21600	ACCRUED WAGES PAYABLE	6,592.50
	INVOICE: 2025-20A								
	109425	09/11/25		492115	P	09/11/25	960 21600	ACCRUED WAGES PAYABLE	712.00
	INVOICE: 2025-20B								
	109426	09/11/25		492115	P	09/11/25	960 21640	ADDITIONAL INS LIABILITY	3,733.27
	INVOICE: 2025-20C								
VENDOR TOTALS			56,520.62	YTD INVOICED		287,200.77	YTD PAID		11,037.77
115178	PRE PAID LEGAL SERVICES, INC.								
	109428	09/11/25		492116	P	09/11/25	960 21640	ADDITIONAL INS LIABILITY	167.85
	INVOICE: 2025-20								
VENDOR TOTALS			1,043.90	YTD INVOICED		5,449.90	YTD PAID		167.85
113121	TOTAL ADMINISTRATION SVCS CORP								
	109444	09/11/25		492117	P	09/11/25	960 21640	ADDITIONAL INS LIABILITY	356.45
	INVOICE: 2025-20A								
	109446	09/11/25		492117	P	09/11/25	960 21640	ADDITIONAL INS LIABILITY	3,528.56
	INVOICE: 2025-20B								
VENDOR TOTALS			24,187.34	YTD INVOICED		119,169.04	YTD PAID		3,885.01

**PAID INVOICES REPORT**

CHECK: DL091125

TO FISCAL 2026/03 07/01/2024 TO 06/30/2026

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								
	109447	09/11/25		492118	P	09/11/25	960 20270	PARS LIABILITY	736.65
	INVOICE: 2025-20A								
	109449	09/11/25		492118	P	09/11/25	960 20270	PARS LIABILITY	184.18
	INVOICE: 2025-20B								
VENDOR TOTALS			20,252.76	YTD INVOICED			66,729.82	YTD PAID	920.83
123240 VILLEGAS, ALBA									
	109435	09/11/25		492119	P	09/11/25	960 21630	GARNISHMENTS LIABILITY	115.38
	INVOICE: 2025-20								
VENDOR TOTALS			692.28	YTD INVOICED			3,692.16	YTD PAID	115.38
								REPORT TOTALS	23,838.55

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	18	23,838.55

\*\* END OF REPORT - Generated by Shunte11 Dixon \*\*

**PAID INVOICES REPORT**

CHECK: C091725

TO FISCAL 2026/03 07/01/2024 TO 06/30/2027

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
122750 JLEE ENGINEERING, INC.	108341	07/01/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	4,977.53
	INVOICE: 20250509								
	108374	07/01/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	14,251.12
	INVOICE: 20250306B								
	108377	07/01/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	5,985.00
	INVOICE: 20250207								
	108381	07/01/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	132,852.89
	INVOICE: 20250406								
	108385	07/01/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	9,715.00
	INVOICE: 20250407								
	108387	07/01/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	2,520.00
	INVOICE: 20250408								
	108388	07/01/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	13,406.40
	INVOICE: 20250409								
	108389	07/01/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	300.00
	INVOICE: 20250506								
	108390	07/01/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	14,935.00
	INVOICE: 20250507								
	108391	06/20/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	1,890.00
	INVOICE: 20250508								
	109165	08/20/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	51,014.07
	INVOICE: 20250709								
	109168	08/20/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	630.00
	INVOICE: 20250708								
	109169	08/20/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	19,250.00
	INVOICE: 20250707								
	109170	08/20/25	3007	492120	T	09/17/25	10043020 40514	CONTRACT SERVICES	1,275.00
	INVOICE: 20250706								
VENDOR TOTALS			273,002.01	YTD INVOICED			1,018,950.38	YTD PAID	273,002.01
							REPORT TOTALS		273,002.01

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	1	273,002.01

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

PAID INVOICES REPORT

CHECK: UT092325

TO FISCAL 2026/03 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
115390 A T & T MOBILITY	109241	08/23/25		492121	P	09/23/25	10001221 43054	TELEPHONE	219.00
	INVOICE:	AG287311965804							
VENDOR TOTALS			219.00	YTD INVOICED			3,843.63	YTD PAID	219.00
15960 AT&T	108204	08/01/25		492122	P	09/23/25	10041050 43054	TELEPHONE	31.73
	INVOICE:	AG3348410061							
	108205	08/07/25		492122	P	09/23/25	10041050 43054	TELEPHONE	31.60
	INVOICE:	AG3348410060							
VENDOR TOTALS			408.64	YTD INVOICED			2,877.70	YTD PAID	63.33
115783 AT&T	109244	08/27/25		492123	P	09/23/25	10001222 43054	TELEPHONE	467.40
	INVOICE:	AG9391057056							
	109246	09/01/25		492123	P	09/23/25	10001222 43054	TELEPHONE	31.16
	INVOICE:	SP9391026278							
	109249	09/01/25		492123	P	09/23/25	52035030 43054	TELEPHONE	60.77
	INVOICE:	SP9391026287							
	109251	09/01/25		492123	P	09/23/25	10001222 43054	TELEPHONE	251.23
	INVOICE:	SP9391026291							
	109253	09/01/25		492123	P	09/23/25	10001222 43054	TELEPHONE	84.78
	INVOICE:	SP9391026293							
	109256	08/27/25		492123	P	09/23/25	10001222 43054	TELEPHONE	100.15
	INVOICE:	AG9391026316							
	109258	08/27/25		492123	P	09/23/25	10001222 43054	TELEPHONE	31.17
	INVOICE:	AG9391026325							
	109261	08/20/25		492123	P	09/23/25	10001222 43054	TELEPHONE	500.43
	INVOICE:	AG9391026341							
	109264	09/01/25		492123	P	09/23/25	10001222 43054	TELEPHONE	62.32
	INVOICE:	SP9391026345							
VENDOR TOTALS			4,449.48	YTD INVOICED			122,215.54	YTD PAID	1,589.41
15960 AT&T	109344	09/01/25		492122	P	09/23/25	10041050 43054	TELEPHONE	31.76
	INVOICE:	SP3348410061							
VENDOR TOTALS			408.64	YTD INVOICED			2,877.70	YTD PAID	31.76
103177 CALIFORNIA WATER SERVICE	109266	08/25/25		492124	P	09/23/25	22041060 45444	UTILITIES	51.02
	INVOICE:	AG3124149340							
	109268	08/27/25		492124	P	09/23/25	22041060 45444	UTILITIES	211.78
	INVOICE:	AG8639925174							
	109270	08/20/25		492124	P	09/23/25	22041060 45444	UTILITIES	3,227.62
	INVOICE:	AG3089311111							
	109274	07/31/25		492124	P	09/23/25	46615731 45444	UTILITIES	74.32
	INVOICE:	JY9309482003							

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	109277	08/15/25		492124	P	09/23/25	46715732 45444	UTILITIES	238.55
	INVOICE:	AG4046764921							
	109280	08/15/25		492124	P	09/23/25	46615731 45444	UTILITIES	540.82
	INVOICE:	AG7858758946							
	109281	08/15/25		492124	P	09/23/25	10061100 45444	UTILITIES	942.96
	INVOICE:	AG9056440300							
	109324	08/29/25		492124	P	09/23/25	46615731 45444	UTILITIES	74.32
	INVOICE:	AG9309482003							
	109326	08/29/25		492124	P	09/23/25	10061100 45444	UTILITIES	130.33
	INVOICE:	AG3406289008							
	109487	08/29/25		492124	P	09/23/25	10001221 45444	UTILITIES	972.80
	INVOICE:	AG5612411111							
	109487	08/29/25		492124	P	09/23/25	10041050 45444	UTILITIES	923.16
	INVOICE:	AG5612411111							
	109487	08/29/25		492124	P	09/23/25	10061100 45444	UTILITIES	26,336.29
	INVOICE:	AG5612411111							
	109487	08/29/25		492124	P	09/23/25	22041060 45444	UTILITIES	480.73
	INVOICE:	AG5612411111							
	109487	08/29/25		492124	P	09/23/25	52035030 45444	UTILITIES	189.11
	INVOICE:	AG5612411111							
	109487	08/29/25		492124	P	09/23/25	60031030 45444	UTILITIES	160.24
	INVOICE:	AG5612411111							
	109487	08/29/25		492124	P	09/23/25	46447150 45444	UTILITIES	604.75
	INVOICE:	AG5612411111							
	VENDOR TOTALS		36,771.86	YTD INVOICED			427,138.71	YTD PAID	35,158.80
18100	GOLDEN STATE WATER CO.								
	109323	09/03/25		492125	P	09/23/25	10061100 45444	UTILITIES	3,519.34
	INVOICE:	sp25440300009							
	109491	09/04/25		492125	P	09/23/25	10061100 45444	UTILITIES	997.02
	INVOICE:	SP31438000007							
	VENDOR TOTALS		23,814.88	YTD INVOICED			201,271.97	YTD PAID	4,516.36
17953	SO CALIF EDISON CO								
	107750	08/15/25		492126	P	09/23/25	10041050 45444	UTILITIES	14.04
	INVOICE:	AG700382595225							
	107753	08/12/25		492126	P	09/23/25	10041050 45444	UTILITIES	159.63
	INVOICE:	AG700175276721							
	107754	08/13/25		492126	P	09/23/25	10041050 45444	UTILITIES	42.02
	INVOICE:	AG700250749286							
	107759	08/13/25		492126	P	09/23/25	10041050 45444	UTILITIES	17,190.72
	INVOICE:	AG700415081232							
	107762	08/13/25		492126	P	09/23/25	10041050 45444	UTILITIES	129.40
	INVOICE:	AG700415091942							
	107766	08/15/25		492126	P	09/23/25	10041050 45444	UTILITIES	194.73
	INVOICE:	AG700441426331							
	107772	08/12/25		492126	P	09/23/25	22541060 45444	UTILITIES	129.57
	INVOICE:	AG700195687541							
	107968	08/13/25		492126	P	09/23/25	22541060 45444	UTILITIES	2,889.58

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	AG700877321897								
108093		08/19/25		492126	P	09/23/25	10041050 45444	UTILITIES	91.01
INVOICE:	AG700415178636								
108277		08/25/25		492126	P	09/23/25	10061010 45444	UTILITIES	148.11
INVOICE:	AG700123368078								
108278		08/25/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	67.45
INVOICE:	AG700023530426								
108279		08/25/25		492126	P	09/23/25	10061010 45444	UTILITIES	66.27
INVOICE:	AG700415041523								
108280		08/25/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	225.10
INVOICE:	AG700413899448								
108281		08/25/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	67.27
INVOICE:	AG700412535081								
108282		08/25/25		492126	P	09/23/25	10061010 45444	UTILITIES	54.74
INVOICE:	AG700414028780								
108283		08/25/25		492126	P	09/23/25	20025000 45444	UTILITIES	49.10
INVOICE:	AG700370247933								
108284		08/19/25		492126	P	09/23/25	46515730 45444	UTILITIES	61.46
INVOICE:	AG700427237251								
108284		08/19/25		492126	P	09/23/25	46615731 45444	UTILITIES	119.37
INVOICE:	AG700427237251								
108317		08/27/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	93.98
INVOICE:	AG700238897708								
108318		08/28/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	86.27
INVOICE:	AG700414005138								
109188		08/29/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	62.17
INVOICE:	AG700415310392								
109189		08/29/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	105.71
INVOICE:	AG700412466979								
109190		08/29/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	62.92
INVOICE:	AG700415322318								
109191		08/29/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	27.52
INVOICE:	AG700413948857								
109192		08/29/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	96.29
INVOICE:	AG700413964116								
109193		08/29/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	87.06
INVOICE:	AG700385074482								
109194		08/29/25		492126	P	09/23/25	10061100 45444	UTILITIES	89.24
INVOICE:	AG700413762234								
109195		08/29/25		492126	P	09/23/25	10061100 45444	UTILITIES	38.63
INVOICE:	AG700413787088								
109196		08/29/25		492126	P	09/23/25	20025000 45444	UTILITIES	151.99
INVOICE:	AG700613837087								
109237		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	76.37
INVOICE:	SP700413639568								
109238		09/04/25		492126	P	09/23/25	10041050 45444	UTILITIES	169.46
INVOICE:	SP700413563584								
109239		09/04/25		492126	P	09/23/25	20025000 45444	UTILITIES	1,110.80
INVOICE:	SP700415468525								
109240		09/04/25		492126	P	09/23/25	10061100 45444	UTILITIES	395.77
INVOICE:	SP700413581065								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	109242	09/04/25		492126	P	09/23/25	20025000 45444	UTILITIES	349.88
	INVOICE: SP700415497120								
	109243	09/04/25		492126	P	09/23/25	20025000 45444	UTILITIES	201.89
	INVOICE: SP700413856406								
	109245	09/04/25		492126	P	09/23/25	10041050 45444	UTILITIES	966.11
	INVOICE: SP700412486177								
	109247	09/03/25		492126	P	09/23/25	20025000 45444	UTILITIES	28.58
	INVOICE: SP700201940809								
	109248	09/03/25		492126	P	09/23/25	20025000 45444	UTILITIES	175.63
	INVOICE: SP700203184631								
	109250	09/03/25		492126	P	09/23/25	20025000 45444	UTILITIES	1,323.42
	INVOICE: SP700610655258								
	109252	09/02/25		492126	P	09/23/25	10061050 45444	UTILITIES	9,113.28
	INVOICE: SP700250316527								
	109254	09/03/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	225.07
	INVOICE: SP700415101844								
	109255	09/03/25		492126	P	09/23/25	20025000 45444	UTILITIES	333.23
	INVOICE: SP700017571996								
	109257	09/03/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	56.63
	INVOICE: SP700415407897								
	109259	09/03/25		492126	P	09/23/25	22041060 45444	UTILITIES	102.68
	INVOICE: SP700415444374								
	109260	09/03/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	104.37
	INVOICE: SP700029139046								
	109262	09/03/25		492126	P	09/23/25	22041060 45444	UTILITIES	125.53
	INVOICE: SP700413545497								
	109263	09/02/25		492126	P	09/23/25	10061010 45444	UTILITIES	235.09
	INVOICE: SP700412405547								
	109265	09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	106.79
	INVOICE: SP700415168330								
	109267	09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	83.93
	INVOICE: SP700415157418								
	109269	09/02/25		492126	P	09/23/25	20025000 45444	UTILITIES	7,663.25
	INVOICE: SP700364926774								
	109271	09/03/25		492126	P	09/23/25	20025000 45444	UTILITIES	45.22
	INVOICE: SP700272148294								
	109272	09/03/25		492126	P	09/23/25	20025000 45444	UTILITIES	32.33
	INVOICE: SP700591200088								
	109273	09/02/25		492126	P	09/23/25	10061010 45444	UTILITIES	356.54
	INVOICE: SP700413829831								
	109275	09/03/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	103.16
	INVOICE: SP700878401833								
	109276	09/02/25		492126	P	09/23/25	10061010 45444	UTILITIES	180.25
	INVOICE: SP700413750211								
	109278	09/02/25		492126	P	09/23/25	10061100 45444	UTILITIES	14.17
	INVOICE: SP700413816693								
	109279	09/02/25		492126	P	09/23/25	22541060 45444	UTILITIES	124.09
	INVOICE: SP700212888873								
	109282	09/02/25		492126	P	09/23/25	10061010 45444	UTILITIES	133.34
	INVOICE: SP700196589136								
	109284	09/02/25		492126	P	09/23/25	20025000 45444	UTILITIES	15.19

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	SP700201790760								
109285		09/04/25		492126	P	09/23/25	20025000 45444	UTILITIES	380.63
INVOICE:	SP700599510261								
109287		09/04/25		492126	P	09/23/25	10061100 45444	UTILITIES	628.57
INVOICE:	SP700415364047								
109290		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	101.17
INVOICE:	SP700196576305								
109291		09/02/25		492126	P	09/23/25	22041060 45444	UTILITIES	73.61
INVOICE:	SP700455547107								
109292		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	68.25
INVOICE:	SP700415119022								
109294		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	172.69
INVOICE:	SP700415109322								
109295		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	91.86
INVOICE:	SP700415394157								
109297		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	61.41
INVOICE:	SP700413775974								
109298		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	104.74
INVOICE:	SP700413801034								
109299		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	87.29
INVOICE:	SP700413671395								
109300		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	108.85
INVOICE:	SP700413657352								
109301		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	58.63
INVOICE:	SP700413595112								
109303		09/02/25		492126	P	09/23/25	20025000 45444	UTILITIES	122.38
INVOICE:	SP700534679101								
109304		09/02/25		492126	P	09/23/25	22041060 42104	SIGNAL MAINTENANCE	971.22
INVOICE:	SP700541838004								
109313		09/04/25		492126	P	09/23/25	20025000 45444	UTILITIES	58,920.06
INVOICE:	SP700364879789								
109314		09/03/25		492126	P	09/23/25	20025000 45444	UTILITIES	265.72
INVOICE:	SP700382576734								
109352		09/03/25		492126	P	09/23/25	20025000 45444	UTILITIES	215.23
INVOICE:	SP700028707802								
VENDOR TOTALS				435,258.90	YTD INVOICED		2,368,381.36	YTD PAID	108,985.71
18000	SO CALIF GAS CO								
109283		09/02/25		492127	P	09/23/25	10061010 45444	UTILITIES	19.45
INVOICE:	09730449007								
109327		09/04/25		492127	P	09/23/25	10041050 45444	UTILITIES	382.44
INVOICE:	02130419001								
109328		09/04/25		492127	P	09/23/25	46515730 42024	BUILDING MAINTENANCE	65.75
INVOICE:	14720396127								
109330		09/04/25		492127	P	09/23/25	60031030 45444	UTILITIES	16.27
INVOICE:	13890410007								
109331		09/04/25		492127	P	09/23/25	46615731 45444	UTILITIES	9.23
INVOICE:	12200396963								
109332		09/04/25		492127	P	09/23/25	46615731 45444	UTILITIES	20.08
INVOICE:	11780396591								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
109333		09/04/25		492127	P	09/23/25	46447150 45444	UTILITIES	41.78
	INVOICE:	08220415015							
109335		09/03/25		492127	P	09/23/25	10061100 45444	UTILITIES	21.41
	INVOICE:	16330470002							
109337		09/03/25		492127	P	09/23/25	10061010 45444	UTILITIES	32.43
	INVOICE:	08140463004							
109338		09/03/25		492127	P	09/23/25	10061010 45444	UTILITIES	15.64
	INVOICE:	07510463859							
109341		09/04/25		492127	P	09/23/25	10001221 45444	UTILITIES	1,654.50
	INVOICE:	18936983107							
109342		09/04/25		492127	P	09/23/25	10061100 45444	UTILITIES	1,890.85
	INVOICE:	11580407002							
109343		09/04/25		492127	P	09/23/25	46615731 42024	BUILDING MAINTENANCE	498.07
	INVOICE:	09680396372							
VENDOR TOTALS				13,140.86	YTD INVOICED		170,032.56	YTD PAID	4,667.90
112237	T-MOBILE								
109286		06/21/25		492128	P	09/23/25	10001221 43054	TELEPHONE	7,267.79
	INVOICE:	JN960336852							
109288		07/21/25		492128	P	09/23/25	10001221 43054	TELEPHONE	7,205.46
	INVOICE:	JY960336852							
109293		08/21/25		492128	P	09/23/25	10001221 43054	TELEPHONE	7,199.23
	INVOICE:	AG960336852							
109296		08/21/25		492128	P	09/23/25	10001221 43054	TELEPHONE	48.58
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	52035030 43054	TELEPHONE	133.16
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10001230 43054	TELEPHONE	133.16
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10043010 43054	TELEPHONE	432.64
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10015010 43054	TELEPHONE	524.28
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10013010 43054	TELEPHONE	532.64
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10042040 43054	TELEPHONE	266.32
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	60031030 43054	TELEPHONE	199.74
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10016010 43054	TELEPHONE	133.16
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10041120 43054	TELEPHONE	266.32
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10610010 43054	TELEPHONE	66.58
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10017010 43054	TELEPHONE	66.58
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10061010 43054	TELEPHONE	466.06
	INVOICE:	AG982816099							
109296		08/21/25		492128	P	09/23/25	10042010 43054	TELEPHONE	66.58

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: AG982816099								
	109296	08/21/25		492128	P	09/23/25	10041010 43054	TELEPHONE	2,107.82
	INVOICE: AG982816099								
VENDOR TOTALS			27,378.24	YTD INVOICED			202,627.51	YTD PAID	27,116.10
113605 VERIZON WIRELESS									
	109307	08/23/25		492129	P	09/23/25	10001221 43054	TELEPHONE	5,303.69
	INVOICE: AG470985090-1								
	109308	08/23/25		492129	P	09/23/25	10001221 43054	TELEPHONE	20.02
	INVOICE: AG470985090-4								
	109308	08/23/25		492129	P	09/23/25	10043010 43054	TELEPHONE	481.52
	INVOICE: AG470985090-4								
	109308	08/23/25		492129	P	09/23/25	10042040 43054	TELEPHONE	200.05
	INVOICE: AG470985090-4								
	109308	08/23/25		492129	P	09/23/25	10041040 43054	TELEPHONE	156.04
	INVOICE: AG470985090-4								
VENDOR TOTALS			6,250.45	YTD INVOICED			77,660.52	YTD PAID	6,161.32
								REPORT TOTALS	188,509.69

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	9	188,509.69

\*\* END OF REPORT - Generated by Shunte11 Dixon \*\*

PAID INVOICES REPORT

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TO FISCAL 2026/03 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
122920 DELAWARE LLC.	4283929								
	108303	08/31/25		492149	T	09/23/25	10001230 40514	CONTRACT SERVICES	333.02
	INVOICE: WC11536-I-0054								
VENDOR TOTALS			496.10	YTD INVOICED			2,134.90	YTD PAID	333.02
123058 ACCESS INFORMATION INTERMEDIATE HOLDINGS I, LLC.									
	108396	08/31/25		492150	T	09/23/25	10013010 41514	OPERATING SUPPLIES	76.42
	INVOICE: 11774854								
	108396	08/31/25		492150	T	09/23/25	10015010 41514	OPERATING SUPPLIES	76.42
	INVOICE: 11774854								
	108396	08/31/25		492150	T	09/23/25	10016010 41514	OPERATING SUPPLIES	76.42
	INVOICE: 11774854								
	108396	08/31/25		492150	T	09/23/25	10016020 41514	OPERATING SUPPLIES	76.42
	INVOICE: 11774854								
	108396	08/31/25		492150	T	09/23/25	10017010 41514	OPERATING SUPPLIES	76.42
	INVOICE: 11774854								
	108396	08/31/25		492150	T	09/23/25	10043010 41514	OPERATING SUPPLIES	76.42
	INVOICE: 11774854								
	109216	08/31/25		492150	T	09/23/25	10002215 41514	OPERATING SUPPLIES	1,088.91
	INVOICE: 11774856								
VENDOR TOTALS			5,808.08	YTD INVOICED			24,661.97	YTD PAID	1,547.43
120612 ACCO ENGINEERED SYSTEMS, INC									
	108041	08/20/25		492151	T	09/23/25	52035030 40514	CONTRACT SERVICES	694.75
	INVOICE: 20726542								
	108100	06/30/25	55	492151	T	09/23/25	10041050 40654	AIR CONDITIONING MAINTENA	3,022.50
	INVOICE: 20706250								
	109511	09/01/25		492151	T	09/23/25	52035030 40514	CONTRACT SERVICES	823.00
	INVOICE: 20734568								
	109528	06/01/25		492151	T	09/23/25	10061120 40654	AIR CONDITIONING MAINTENA	1,796.00
	INVOICE: 20731539								
VENDOR TOTALS			6,054.75	YTD INVOICED			89,046.02	YTD PAID	6,336.25
119085 AGUILAR, ROLANDO									
	108433	08/27/25		492152	T	09/23/25	60031030 42014	REPAIR & MAINTENANCE SUPP	1,427.29
	INVOICE: 004260								
VENDOR TOTALS			2,354.04	YTD INVOICED			15,511.63	YTD PAID	1,427.29
111720 AMAZING BALLOONS BY GEE, LLC.									
	108361	08/28/25		492153	T	09/23/25	10061070 41514	OPERATING SUPPLIES	286.20
	INVOICE: 2021-3483								
VENDOR TOTALS			489.52	YTD INVOICED			9,454.58	YTD PAID	286.20
122723 AMTECORP INC.									
	109203	03/15/25	3006	492154	T	09/23/25	10043010 40514	CONTRACT SERVICES	4,147.50
	INVOICE: E25-155								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS			4,147.50	YTD INVOICED		78,907.50	YTD PAID		4,147.50
114567	ANGEL'S AUTO ELECTRIC 108118 INVOICE: 9024	08/21/25	2954	492155	T	09/23/25	60031030 42014	REPAIR & MAINTENANCE SUPP	312.50
VENDOR TOTALS			10,736.77	YTD INVOICED		44,809.30	YTD PAID		312.50
123570	ANIMAL PEST MANAGMENT SERVICES, INC. 108358 INVOICE: 716612	08/31/25		492156	T	09/23/25	10061100 40514	CONTRACT SERVICES	375.00
VENDOR TOTALS			750.00	YTD INVOICED		5,625.00	YTD PAID		375.00
122699	ARC DOCUMENT SOLUTIONS, LLC. 109210 INVOICE: B76661 109211 INVOICE: B74784 109213 INVOICE: B73649 109214 INVOICE: B70476	08/31/25 07/28/25 06/30/25 04/28/25		492157	T	09/23/25	10043010 40674	MICROFILMING FEES	141.73 230.55 141.73 133.71
VENDOR TOTALS			647.72	YTD INVOICED		1,996.77	YTD PAID		647.72
111399	ASSI SECURITY 109183 INVOICE: 78157	09/01/25		492158	T	09/23/25	10061120 40514	CONTRACT SERVICES	150.00
VENDOR TOTALS			1,801.00	YTD INVOICED		21,714.34	YTD PAID		150.00
112702	ASSOCIATED SOILS ENGINEERING, INC. 108149 INVOICE: 48697 109512 INVOICE: 48757 109513 INVOICE: 48764	06/30/25 07/31/25 07/31/25	3033 3033 3033	492159	T	09/23/25	22541060 40514 28402418 40514 28302417 40514	CONTRACT SERVICES CONTRACT SERVICES CONTRACT SERVICES	5,075.00 5,860.00 4,575.00
VENDOR TOTALS			15,510.00	YTD INVOICED		62,630.00	YTD PAID		15,510.00
123680	AUTO SECURITY SOUND & TINT, INC. 108416 INVOICE: 08190125	08/19/25		492160	T	09/23/25	60031030 42064	PARTS	1,096.71
VENDOR TOTALS			2,458.43	YTD INVOICED		10,791.59	YTD PAID		1,096.71
2333	BLUE DIAMOND MATERIALS 108320	06/21/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	817.89

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	4134191								
108322		07/21/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	539.73
INVOICE:	4187624								
108335		07/26/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	114.14
INVOICE:	4201165								
108355		06/09/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	243.83
INVOICE:	4107052								
108356		05/31/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	331.52
INVOICE:	4093392								
108359		06/30/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	851.19
INVOICE:	4149113								
108362		06/16/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	634.44
INVOICE:	4122695								
109450		08/31/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	622.31
INVOICE:	4269667								
109482		08/11/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	351.39
INVOICE:	4228747								
109483		09/08/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	358.10
INVOICE:	4282472								
109484		08/23/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	779.60
INVOICE:	4251912								
109485		08/18/25		492161	T	09/23/25	22006272 42014	REPAIR & MAINTENANCE SUPP	455.71
INVOICE:	4241165								
VENDOR TOTALS			6,099.85	YTD INVOICED			39,174.94	YTD PAID	6,099.85
123802	BRANDED BY BLOOM								
108042		08/04/25		492162	T	09/23/25	52035030 41614	UNIFORMS & SAFETY EQUIPME	136.08
INVOICE:	10077								
VENDOR TOTALS			851.35	YTD INVOICED			24,076.48	YTD PAID	136.08
123556	BROWN, KELVIN JEROME								
108412		09/04/25		492163	T	09/23/25	10061020 40264	CONTRACT LABOR SALARIES	2,128.00
INVOICE:	Summer 2025								
VENDOR TOTALS			5,152.00	YTD INVOICED			18,907.70	YTD PAID	2,128.00
124403	BROWN, ROGER A								
109232		05/08/25		492130	P	09/23/25	10000109 51974	PLAN CHECK & SITE INSPEC	1,473.00
INVOICE:	BP REFUND 05/08/25								
VENDOR TOTALS			1,473.00	YTD INVOICED			7,365.00	YTD PAID	1,473.00
123945	CAL OES								
109187		08/26/25	3038	492131	P	09/23/25	10110010 40924	AIR FILTRATION BASEMENT	11,246.89
INVOICE:	Project# 142762								
109325		08/26/25	3040	492131	P	09/23/25	10110010 40924	AIR FILTRATION BASEMENT	17,208.77
INVOICE:	138069								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS			28,455.66	YTD INVOICED		28,455.66	YTD PAID		28,455.66
110746	CASTRILLO, VENETIA								
	109530	09/09/25		492164	T	09/23/25	10016010 45584	HEALTH AND WELLNESS	500.00
	INVOICE: wellness-vc-2026								
VENDOR TOTALS			500.00	YTD INVOICED		999.53	YTD PAID		500.00
105476	CDW GOVERNMENT, INC.								
	109377	09/04/25	2968	492165	T	09/23/25	10001222 47404	MACHINERY & EQUIPMENT	746.00
	INVOICE: AF8HW3C								
VENDOR TOTALS			2,547.23	YTD INVOICED		160,702.38	YTD PAID		746.00
123563	CARD INTEGRATORS CORPORATION								
	108342	08/26/25		492166	T	09/23/25	10021010 40514	CONTRACT SERVICES	138.13
	INVOICE: 00029145								
VENDOR TOTALS			138.13	YTD INVOICED		3,873.13	YTD PAID		138.13
123567	CIVICA LAW GROUP, APC								
	109407	09/03/25	65	492167	T	09/23/25	10015010 40744	RECEIVERSHIPS	300.00
	INVOICE: 17244								
	109409	09/03/25	65	492167	T	09/23/25	10015010 40744	RECEIVERSHIPS	375.00
	INVOICE: 17245								
	109411	09/03/25	65	492167	T	09/23/25	10015010 40744	RECEIVERSHIPS	30.60
	INVOICE: 17246								
	109502	09/03/25	65	492167	T	09/23/25	10015010 40744	RECEIVERSHIPS	6,509.35
	INVOICE: 17247								
	109502	09/03/25	3043	492167	T	09/23/25	10015010 40744	RECEIVERSHIPS	8,714.29
	INVOICE: 17247								
VENDOR TOTALS			70,627.27	YTD INVOICED		390,618.45	YTD PAID		15,929.24
107339	COFFMAN ASSOCIATES								
	108337	08/31/25	3026	492168	T	09/23/25	52005295 40514	CONTRACT SERVICES	2,498.00
	INVOICE: 25EA15-2								
	108338	07/31/25	3026	492168	T	09/23/25	52005295 40514	CONTRACT SERVICES	9,720.00
	INVOICE: 25EA15-1								
VENDOR TOTALS			12,218.00	YTD INVOICED		13,907.00	YTD PAID		12,218.00
91961	GPC INC.								
	108022	06/25/25		492169	T	09/23/25	60031030 42064	PARTS	-287.15
	INVOICE: 077160								
	109458	08/21/25	3000	492169	T	09/23/25	60031030 42064	PARTS	29.08
	INVOICE: 084621								
	109459	08/21/25	3000	492169	T	09/23/25	60031030 42064	PARTS	19.30
	INVOICE: 84615								
	109460	08/21/25	3000	492169	T	09/23/25	60031030 42064	PARTS	112.58

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE:	084639							
	109461	08/20/25	3000	492169	T	09/23/25	60031030 42064	PARTS	21.53
	INVOICE:	084565							
	109462	08/20/25	3000	492169	T	09/23/25	60031030 42064	PARTS	185.37
	INVOICE:	084593							
	109463	08/19/25	3000	492169	T	09/23/25	60031030 42064	PARTS	33.44
	INVOICE:	084418							
	109464	08/14/25	3000	492169	T	09/23/25	60031030 42064	PARTS	41.17
	INVOICE:	083759							
	109465	08/18/25	3000	492169	T	09/23/25	60031030 42064	PARTS	87.63
	INVOICE:	084149							
	109466	08/12/25	3000	492169	T	09/23/25	60031030 42064	PARTS	81.33
	INVOICE:	083509							
	109467	08/12/25	3000	492169	T	09/23/25	60031030 42064	PARTS	152.49
	INVOICE:	083490							
	109468	08/07/25	3000	492169	T	09/23/25	60031030 42064	PARTS	12.97
	INVOICE:	082785							
	109470	08/05/25	3000	492169	T	09/23/25	60031030 42064	PARTS	21.09
	INVOICE:	082545							
	109472	08/01/25	3000	492169	T	09/23/25	60031030 42064	PARTS	23.76
	INVOICE:	081973							
	109474	08/21/25	3000	492169	T	09/23/25	60031030 42064	PARTS	20.94
	INVOICE:	084680							
	109475	08/11/25	3000	492169	T	09/23/25	60031030 42064	PARTS	328.09
	INVOICE:	083298							
	109476	08/05/25	3000	492169	T	09/23/25	60031030 42064	PARTS	233.43
	INVOICE:	082483							
	109477	07/30/25	3000	492169	T	09/23/25	60031030 42064	PARTS	10.12
	INVOICE:	081717							
	VENDOR TOTALS		3,311.45	YTD INVOICED			22,607.06	YTD PAID	1,127.17
122446	CONTRERAS, FRANKIE								
	109319	09/09/25		492170	T	09/23/25	29054010 45604	FINANCIAL INCENTIVES	30.00
	INVOICE:	2900-111751							
	VENDOR TOTALS		60.00	YTD INVOICED			950.00	YTD PAID	30.00
120978	CORODATA RECORDS MANAGEMENT, INC.								
	109318	08/31/25		492171	T	09/23/25	25019020 45064	SETTLEMENTS / JUDGEMENTS	74.16
	INVOICE:	RS7111628							
	VENDOR TOTALS		447.17	YTD INVOICED			1,223.94	YTD PAID	74.16
92043	COUNTRY HILLS ANIMAL CLINIC								
	109289	08/15/25		492172	T	09/23/25	10002205 45594	K-9 EXPENSES	375.95
	INVOICE:	298854							
	109302	08/20/25		492172	T	09/23/25	10002205 45594	K-9 EXPENSES	50.72
	INVOICE:	299013							
	109305	09/04/25		492172	T	09/23/25	10002205 45594	K-9 EXPENSES	53.30
	INVOICE:	299399							

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	109306	09/05/25		492172	T	09/23/25	10002205 45594	K-9 EXPENSES	4,531.26
	INVOICE: 299426								
	VENDOR TOTALS		6,112.19	YTD INVOICED			17,604.25	YTD PAID	5,011.23
123406	COUNTY OF MARIN								
	109508	09/10/25		492173	T	09/23/25	20025000 40514	CONTRACT SERVICES	2,520.00
	INVOICE: 19147-2026								
	VENDOR TOTALS		2,520.00	YTD INVOICED			5,040.00	YTD PAID	2,520.00
122980	DE NOVO PLANNING GROUP								
	109469	09/02/25	57	492174	T	09/23/25	990 22176	SHARED COSTS - GREVIL. PR	5,760.00
	INVOICE: 4848								
	VENDOR TOTALS		5,760.00	YTD INVOICED			45,875.00	YTD PAID	5,760.00
104971	DELL MARKETING LP								
	108343	08/28/25	2964	492175	T	09/23/25	60810010 47404	MACHINERY & EQUIPMENT	37,188.72
	INVOICE: 10833166342								
	VENDOR TOTALS		58,461.78	YTD INVOICED			434,876.57	YTD PAID	37,188.72
124042	DELUXE SMALL BUSINESS SALES, INC.								
	108286	07/19/25		492176	T	09/23/25	10016020 41514	OPERATING SUPPLIES	832.04
	INVOICE: 9008365220								
	VENDOR TOTALS		1,075.13	YTD INVOICED			1,625.37	YTD PAID	832.04
121407	DIAL INSTANT PRINTERS, INC.								
	108308	08/11/25		492177	T	09/23/25	10002229 41514	OPERATING SUPPLIES	204.43
	INVOICE: 11991								
	108309	08/11/25		492177	T	09/23/25	10002209 41514	OPERATING SUPPLIES	204.43
	INVOICE: 11992								
	VENDOR TOTALS		1,635.43	YTD INVOICED			25,796.10	YTD PAID	408.86
6550	EDDINGS BROTHERS INC.								
	108315	07/08/25		492178	T	09/23/25	60031030 42064	PARTS	-11.91
	INVOICE: 949118								
	108363	08/28/25	2957	492178	T	09/23/25	60031030 42064	PARTS	71.69
	INVOICE: 952104								
	108364	08/28/25	2957	492178	T	09/23/25	60031030 42064	PARTS	18.06
	INVOICE: 952140								
	108365	08/25/25	2957	492178	T	09/23/25	60031030 42064	PARTS	176.78
	INVOICE: 951933								
	108367	08/20/25	2957	492178	T	09/23/25	60031030 42064	PARTS	59.73
	INVOICE: 951662								
	108368	08/20/25	2957	492178	T	09/23/25	60031030 42064	PARTS	7.17
	INVOICE: 951645								
	108369	08/19/25	2957	492178	T	09/23/25	60031030 42064	PARTS	45.78

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	951595								
108370	08/18/25	2957		492178	T	09/23/25	60031030 42064	PARTS	201.75
INVOICE:	951496								
108371	08/15/25	2957		492178	T	09/23/25	60031030 42064	PARTS	596.49
INVOICE:	951387								
108372	08/14/25	2957		492178	T	09/23/25	60031030 42064	PARTS	85.95
INVOICE:	951347								
108373	08/13/25	2957		492178	T	09/23/25	60031030 42064	PARTS	38.34
INVOICE:	951305								
108375	08/12/25	2957		492178	T	09/23/25	60031030 42064	PARTS	555.57
INVOICE:	951182								
108376	08/11/25	2957		492178	T	09/23/25	60031030 42064	PARTS	116.32
INVOICE:	951039								
108379	08/07/25	2957		492178	T	09/23/25	60031030 42064	PARTS	15.70
INVOICE:	950884								
108380	08/01/25	2957		492178	T	09/23/25	60031030 42064	PARTS	271.07
INVOICE:	950549								
108382	07/23/25	2957		492178	T	09/23/25	60031030 42064	PARTS	69.60
INVOICE:	950016								
VENDOR TOTALS		3,904.84	YTD INVOICED				38,520.65	YTD PAID	2,318.09
118579	EVIDENT CRIME SCENE PRODUCTS								
108321	08/26/25			492179	T	09/23/25	10002215 41514	OPERATING SUPPLIES	141.37
INVOICE:	252157A								
VENDOR TOTALS		141.37	YTD INVOICED				480.34	YTD PAID	141.37
94292	FEDERAL EXPRESS CORPORATION								
108297	08/15/25			492132	P	09/23/25	10001218 41514	OPERATING SUPPLIES	7.61
INVOICE:	8-956-71442								
108298	08/22/25			492132	P	09/23/25	10001218 41514	OPERATING SUPPLIES	33.20
INVOICE:	8-963-49689								
108299	08/29/25			492132	P	09/23/25	10021010 41514	OPERATING SUPPLIES	20.57
INVOICE:	8-972-47109								
109480	09/05/25			492132	P	09/23/25	10015010 43044	POSTAGE	16.35
INVOICE:	8-980-56815								
VENDOR TOTALS		436.54	YTD INVOICED				2,771.13	YTD PAID	77.73
124164	FINE LINE AUTO BODY INC								
109414	09/03/25	2966		492180	T	09/23/25	60031030 42004	COLLISION REPAIR	1,333.94
INVOICE:	17121								
109415	09/03/25	2966		492180	T	09/23/25	60031030 42004	COLLISION REPAIR	934.32
INVOICE:	17120								
109478	09/09/25	2966		492180	T	09/23/25	60031030 42004	COLLISION REPAIR	175.00
INVOICE:	17122								
VENDOR TOTALS		52,261.38	YTD INVOICED				244,022.43	YTD PAID	2,443.26
120493	CORPAY, INC./CORPAY TECHNOLOGIES OPERATING CO. LLC								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	109218	09/01/25		492181	T	09/23/25	60031030 45144	GASOLINE & OIL	4,140.80
	INVOICE: NP69067723								
VENDOR TOTALS			7,936.99	YTD INVOICED			55,582.96	YTD PAID	4,140.80
124197	BARRIOS, MARIA								
	109417	09/04/25		492182	T	09/23/25	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 27445								
	109418	09/04/25		492182	T	09/23/25	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 27444								
	109419	09/04/25		492182	T	09/23/25	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 27440								
	109420	09/04/25		492182	T	09/23/25	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 27442								
	109421	08/28/25		492182	T	09/23/25	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 27417								
	109434	09/04/25		492182	T	09/23/25	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 27439								
	109436	08/28/25		492182	T	09/23/25	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 27418								
	109438	08/27/25		492182	T	09/23/25	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 27408								
	109442	08/27/25		492182	T	09/23/25	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 27404								
	109445	08/27/25		492182	T	09/23/25	60031030 40514	CONTRACT SERVICES	50.00
	INVOICE: 27405								
VENDOR TOTALS			500.00	YTD INVOICED			2,900.00	YTD PAID	500.00
98543	G & S PRINTING								
	109177	09/04/25		492183	T	09/23/25	10016010 41514	OPERATING SUPPLIES	3,048.41
	INVOICE: 8859								
VENDOR TOTALS			3,362.43	YTD INVOICED			7,087.99	YTD PAID	3,048.41
122926	GALLS PARENT HOLDINGS, LLC.								
	108393	09/02/25		492133	P	09/23/25	10042040 41614	UNIFORMS & SAFETY EQUIPME	171.28
	INVOICE: 032415774								
VENDOR TOTALS			717.73	YTD INVOICED			1,975.15	YTD PAID	171.28
122899	GARCIA RANGEL, AMANDA								
	109215	07/29/25		492184	T	09/23/25	10016010 45584	HEALTH AND WELLNESS	330.74
	INVOICE: wellness25-26-AGR1								
VENDOR TOTALS			330.74	YTD INVOICED			795.23	YTD PAID	330.74
124124	GARCIA, ALEJANDRA YANEZ								
	109315	09/09/25		492185	T	09/23/25	10061020 40264	CONTRACT LABOR SALARIES	1,043.00
	INVOICE: 09/09/2025								

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS			2,518.60	YTD INVOICED			15,282.40	YTD PAID		1,043.00
116618	GOLDEN STATE ELEVATOR									
	109379	09/02/25		492186	T	09/23/25	52035030 40514	CONTRACT SERVICES		125.70
	INVOICE: 00198324									
VENDOR TOTALS			245.41	YTD INVOICED			3,892.44	YTD PAID		125.70
120011	GONZALEZ, STEVEN									
	109320	09/09/25		492187	T	09/23/25	29054010 45604	FINANCIAL INCENTIVES		30.00
	INVOICE: 2900-111752									
VENDOR TOTALS			60.00	YTD INVOICED			710.00	YTD PAID		30.00
97578	GRAINGER INDUSTRIAL SUPPLY									
	108348	08/12/25		492188	T	09/23/25	10061090 42124	SWIM POOL MAINTENANCE		76.62
	INVOICE: 9604354564									
	109221	08/28/25		492188	T	09/23/25	10001221 41514	OPERATING SUPPLIES		787.14
	INVOICE: 9624270113									
	109369	08/29/25		492188	T	09/23/25	10001221 41514	OPERATING SUPPLIES		57.78
	INVOICE: 9625384871									
VENDOR TOTALS			1,699.24	YTD INVOICED			26,090.88	YTD PAID		921.54
120536	HARRIS & ASSOCIATES, INC.									
	108409	09/04/25	2943	492189	T	09/23/25	10042010 40514	CONTRACT SERVICES		6,360.00
	INVOICE: 69117									
	109173	05/14/25		492189	T	09/23/25	41046010 40514	CONTRACT SERVICES		637.50
	INVOICE: 67627									
	109361	09/04/25	2496	492189	T	09/23/25	46101112 40514	CONTRACT SERVICES		1,687.50
	INVOICE: 69115									
	109363	09/04/25	2496	492189	T	09/23/25	46101112 40514	CONTRACT SERVICES		2,570.00
	INVOICE: 69116									
	109515	09/02/25	3050	492189	T	09/23/25	47846010 40514	CONTRACT SERVICES		6,000.00
	INVOICE: 69032									
	109516	09/02/25	3050	492189	T	09/23/25	47746010 40514	CONTRACT SERVICES		6,000.00
	INVOICE: 69035									
VENDOR TOTALS			49,782.00	YTD INVOICED			391,018.58	YTD PAID		23,255.00
111035	HAWTHORNE ELECTRIC SUPPLY									
	109524	08/12/25		492190	T	09/23/25	10061100 41404	MATERIALS, SUPPLIES & OTH		81.49
	INVOICE: 401601									
VENDOR TOTALS			92.39	YTD INVOICED			1,691.13	YTD PAID		81.49
105919	HERALD PUBLICATIONS									
	109200	09/06/25		492191	T	09/23/25	10042010 43024	LEGAL ADVERTISING		135.00
	INVOICE: 62881									

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VENDOR TOTALS			975.00	YTD INVOICED		31,835.00		YTD PAID	135.00
121623	HERO INDUSTRIES, INC. 108302	08/26/25		492192	T	09/23/25	10001206 41514	OPERATING SUPPLIES	3,450.00
	INVOICE: 22615								
VENDOR TOTALS			3,450.00	YTD INVOICED		3,450.00		YTD PAID	3,450.00
121719	HIGH-TECH TRANSMISSION PARTS 108437	08/08/25		492193	T	09/23/25	60031030 42064	PARTS	4,166.51
	INVOICE: 21981-1								
VENDOR TOTALS			4,166.51	YTD INVOICED		27,415.19		YTD PAID	4,166.51
114714	INFANTE, RAFAEL 108340	08/20/25		492194	T	09/23/25	10061090 42124	SWIM POOL MAINTENANCE	60.78
	INVOICE: 026205								
VENDOR TOTALS			328.20	YTD INVOICED		10,783.01		YTD PAID	60.78
112444	INSITE GRAFIX 109454	09/05/25		492195	T	09/23/25	10001206 41514	OPERATING SUPPLIES	221.00
	INVOICE: 10222								
VENDOR TOTALS			994.50	YTD INVOICED		30,753.45		YTD PAID	221.00
124439	IRWIN, JOHN 109198	09/05/25		492196	T	09/23/25	10015020 40514	CONTRACT SERVICES	1,440.00
	INVOICE: 09-05-2025								
VENDOR TOTALS			15,120.00	YTD INVOICED		24,120.00		YTD PAID	1,440.00
97648	JACK STONE DRAINAGE OIL SVC 108432	09/02/25		492197	T	09/23/25	60031030 40514	CONTRACT SERVICES	240.00
	INVOICE: 226875								
	109448	09/03/25		492197	T	09/23/25	60031030 40514	CONTRACT SERVICES	139.00
	INVOICE: 226890								
VENDOR TOTALS			379.00	YTD INVOICED		960.00		YTD PAID	379.00
123456	KIMLEY-HORN AND ASSOCIATES, INC. 108285	07/31/25	2725	492199	T	09/23/25	28534000 40514	CONTRACT SERVICES	36,325.00
	INVOICE: 32748967								
	109176	07/31/25	2430	492198	T	09/23/25	29550060 40514	CONTRACT SERVICES	2,248.90
	INVOICE: 32912649-001								
VENDOR TOTALS			69,879.22	YTD INVOICED		629,085.25		YTD PAID	38,573.90
123905	KLASSIC ENGINEERING AND CONSTRUCTION INC. 108386	08/26/25	3037	492200	T	09/23/25	10110030 42084	PROPERTY REVITALIZATION	500,000.00

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	INVOICE: 9 & 10								
	108386	08/26/25	3037	492200	T	09/23/25	72480040 45334	PUBLIC HOUSING MODERNIZAT	522,821.05
	INVOICE: 9 & 10								
	108386	08/26/25	3037	492200	T	09/23/25	78942708 45304	RENT HSG RHB CONTRACT SER	897,878.53
	INVOICE: 9 & 10								
	VENDOR TOTALS		1,920,699.58	YTD INVOICED			5,484,170.52	YTD PAID	1,920,699.58
109121	KONE INC.								
	107902	08/01/25		492201	T	09/23/25	10041050 42014	REPAIR & MAINTENANCE SUPP	738.55
	INVOICE: 871760433								
	VENDOR TOTALS		1,477.10	YTD INVOICED			8,038.82	YTD PAID	738.55
118288	FLEET COLLISION CENTER INC.								
	109481	09/08/25		492202	T	09/23/25	60031030 42004	COLLISION REPAIR	1,482.77
	INVOICE: 5637								
	VENDOR TOTALS		1,482.77	YTD INVOICED			12,399.67	YTD PAID	1,482.77
102360	L A COUNTY FIRE DEPARTMENT								
	108314	09/02/25	2918	492134	P	09/23/25	10011500 40774	COUNTY FIRE SERVICES	1,188,825.78
	INVOICE: C0013534								
	VENDOR TOTALS		4,907,637.95	YTD INVOICED			19,387,959.52	YTD PAID	1,188,825.78
117578	L A COUNTY FIRE DEPARTMENT								
	108392	08/25/25		492135	P	09/23/25	10061090 42124	SWIM POOL MAINTENANCE	833.00
	INVOICE: IN0477410								
	109456	08/25/25		492135	P	09/23/25	60031030 40514	CONTRACT SERVICES	4,420.00
	INVOICE: IN0475445								
	109457	08/25/25		492135	P	09/23/25	60031030 40514	CONTRACT SERVICES	2,495.00
	INVOICE: IN0472560								
	VENDOR TOTALS		7,748.00	YTD INVOICED			8,411.00	YTD PAID	7,748.00
105446	L A COUNTY SHERIFF'S DEPT								
	108311	08/20/25	2928	492203	T	09/23/25	10002220 45314	PRISONER EXPENSE	2,091.33
	INVOICE: 260066BL								
	VENDOR TOTALS		2,091.33	YTD INVOICED			35,827.19	YTD PAID	2,091.33
121776	LA UNIFORMS & TAILORING, INC.								
	109226	08/06/25	2929	492204	T	09/23/25	10001224 41614	UNIFORMS & SAFETY EQUIPME	160.17
	INVOICE: 28321								
	109227	08/07/25	2929	492204	T	09/23/25	10001224 41614	UNIFORMS & SAFETY EQUIPME	30.00
	INVOICE: 28330								
	109228	08/12/25	2929	492204	T	09/23/25	10001224 41614	UNIFORMS & SAFETY EQUIPME	10.00
	INVOICE: 28394								
	109229	08/12/25	2929	492204	T	09/23/25	10001224 41614	UNIFORMS & SAFETY EQUIPME	695.87
	INVOICE: 28396								

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	109230	08/14/25	2929	492204	T	09/23/25	10001224 41614	UNIFORMS & SAFETY EQUIPME	498.13
	INVOICE: 28433								
	109231	08/14/25	2929	492204	T	09/23/25	10001224 41614	UNIFORMS & SAFETY EQUIPME	20.00
	INVOICE: 28439								
	109233	08/20/25	2929	492204	T	09/23/25	10001224 41614	UNIFORMS & SAFETY EQUIPME	592.28
	INVOICE: 28516								
	109234	08/20/25	2929	492204	T	09/23/25	10001224 41614	UNIFORMS & SAFETY EQUIPME	30.00
	INVOICE: 28537								
	109235	08/27/25	2929	492204	T	09/23/25	10001224 41614	UNIFORMS & SAFETY EQUIPME	99.39
	INVOICE: 28698								
VENDOR TOTALS			6,090.22 YTD INVOICED				79,884.82 YTD PAID		2,135.84
123749 JOHN LABIB STRUCTURAL ENGINEERS, LLP									
	109490	07/15/25		492205	T	09/23/25	10043020 40514	CONTRACT SERVICES	423.35
	INVOICE: LFA67407								
	109492	07/15/25		492205	T	09/23/25	10043020 40514	CONTRACT SERVICES	817.53
	INVOICE: LFA67408								
	109493	07/15/25		492205	T	09/23/25	10043020 40514	CONTRACT SERVICES	650.34
	INVOICE: LFA67409								
	109495	07/15/25		492205	T	09/23/25	10043020 40514	CONTRACT SERVICES	766.92
	INVOICE: LFA67431								
	109496	07/15/25		492205	T	09/23/25	10043020 40514	CONTRACT SERVICES	1,635.06
	INVOICE: LFA67432								
VENDOR TOTALS			4,293.20 YTD INVOICED				109,646.66 YTD PAID		4,293.20
105204 LANDS' END BUSINESS OUTFITTERS									
	108330	08/29/25		492206	T	09/23/25	10042040 41614	UNIFORMS & SAFETY EQUIPME	316.22
	INVOICE: SIN13300578								
	109199	09/04/25		492206	T	09/23/25	10042040 41614	UNIFORMS & SAFETY EQUIPME	27.57
	INVOICE: SIN13310850								
VENDOR TOTALS			343.79 YTD INVOICED				1,602.61 YTD PAID		343.79
123674 LATONA, TYLER									
	108145	08/13/25		492207	T	09/23/25	10001224 45124	EDUCATIONAL REIMBURSEMENT	1,377.00
	INVOICE: EDUC. GED 210								
VENDOR TOTALS			2,754.00 YTD INVOICED				7,203.89 YTD PAID		1,377.00
124575 LAW OFFICE OF DROCIAK & YEAGER									
	109236	09/04/25		492208	T	09/23/25	25019020 45064	SETTLEMENTS / JUDGEMENTS	10,000.00
	INVOICE: 9-4-2025								
VENDOR TOTALS			10,000.00 YTD INVOICED				10,000.00 YTD PAID		10,000.00
118914 LAWRENCE ROLL UP DOORS, INC.									
	108400	08/27/25		492209	T	09/23/25	60031030 40514	CONTRACT SERVICES	864.00
	INVOICE: 2524894								

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VENDOR TOTALS			864.00	YTD INVOICED		6,913.39		YTD PAID	864.00
123756	LAZATIN, MARIA								
	109321	09/09/25		492210	T	09/23/25	29054010 45604	FINANCIAL INCENTIVES	30.00
	INVOICE: 2900-111750								
VENDOR TOTALS			330.69	YTD INVOICED		1,988.04		YTD PAID	30.00
120608	LEO WEB PROTECT, INC.								
	108296	07/08/25	3035	492211	T	09/23/25	10001222 40644	PUBLIC SAFETY INFO SRVCE	6,974.07
	INVOICE: 81113127996								
VENDOR TOTALS			6,974.07	YTD INVOICED		13,948.14		YTD PAID	6,974.07
106270	LEXIS NEXIS								
	109372	08/31/25	2960	492212	T	09/23/25	10001222 40644	PUBLIC SAFETY INFO SRVCE	32,781.81
	INVOICE: 1030002737								
VENDOR TOTALS			32,781.81	YTD INVOICED		205,611.43		YTD PAID	32,781.81
101286	SCP DISTRIBUTORS LLC								
	108352	07/12/25		492213	T	09/23/25	10061090 45754	SWIM POOL CHEMICALS	2,880.65
	INVOICE: 37124192								
	109186	08/28/25		492213	T	09/23/25	10061090 45754	SWIM POOL CHEMICALS	1,221.00
	INVOICE: 37131499								
VENDOR TOTALS			12,919.26	YTD INVOICED		84,906.22		YTD PAID	4,101.65
124525	TRILLIUM INVESTMENTS LLC								
	109497	09/11/25		492214	T	09/23/25	60031030 45144	GASOLINE & OIL	130.18
	INVOICE: 251067018								
VENDOR TOTALS			556.35	YTD INVOICED		556.35		YTD PAID	130.18
116417	LEBO AUTOMOTIVE INC.								
	108405	08/12/25		492215	T	09/23/25	60031030 42064	PARTS	179.05
	INVOICE: 682662-1TOR								
	108407	08/20/25		492215	T	09/23/25	60031030 42064	PARTS	80.84
	INVOICE: 684254TOR								
VENDOR TOTALS			832.56	YTD INVOICED		6,398.70		YTD PAID	259.89
123637	MANNING, KATRINA								
	109486	07/02/25		492136	P	09/23/25	990 22100	REC & COMM SVC DONATIONS	300.00
	INVOICE: REFUND 070225								
VENDOR TOTALS			300.00	YTD INVOICED		12,828.53		YTD PAID	300.00
111966	MARTINEZ LANDSCAPING CO.								
	108384	08/12/25	3036	492137	P	09/23/25	22006272 40694	SB 1 IMPROVEMENTS	1,046,418.77

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	INVOICE:	3							
	108384	08/12/25	3036	492137	P	09/23/25	28534000 44504	PROP C IMPROVEMENTS	261,604.69
	INVOICE:	3							
	108384	08/12/25	3036	492137	P	09/23/25	56091010 47304	IMPROV OTHER THAN BUILDIN	654,011.74
	INVOICE:	3							
	108384	08/12/25	3036	492137	P	09/23/25	60031030 47304	IMPROV OTHER THAN BUILDIN	654,011.73
	INVOICE:	3							
	VENDOR TOTALS		2,616,046.93	YTD INVOICED			8,845,992.06	YTD PAID	2,616,046.93
14500	MARX BROTHERS FIRE								
	109180	09/03/25		492216	T	09/23/25	10061120 41514	OPERATING SUPPLIES	100.00
	INVOICE:	S13071							
	VENDOR TOTALS		100.00	YTD INVOICED			844.87	YTD PAID	100.00
122208	MCKESSON MEDICAL-SURGICAL								
	108306	08/26/25		492217	T	09/23/25	10002219 41514	OPERATING SUPPLIES	349.45
	INVOICE:	24245862							
	108307	08/26/25		492217	T	09/23/25	10002219 41514	OPERATING SUPPLIES	34.35
	INVOICE:	24245775							
	VENDOR TOTALS		1,859.60	YTD INVOICED			4,993.34	YTD PAID	383.80
100108	MERRIMAC PETROLEUM, INC.								
	109479	09/03/25	2965	492218	T	09/23/25	60031030 45144	GASOLINE & OIL	12,731.36
	INVOICE:	2241750							
	VENDOR TOTALS		86,435.24	YTD INVOICED			567,401.68	YTD PAID	12,731.36
122701	MICHAEL BAKER INTERNATIONAL, INC.								
	108053	08/19/25	2409	492219	T	09/23/25	990 22175	SHARED COSTS - MENLO PROJ	1,409.30
	INVOICE:	1258295							
	VENDOR TOTALS		1,409.30	YTD INVOICED			31,848.48	YTD PAID	1,409.30
123575	MISSION LINEN SUPPLY								
	108357	09/01/25		492220	T	09/23/25	10061070 41514	OPERATING SUPPLIES	60.28
	INVOICE:	524513507							
	VENDOR TOTALS		613.47	YTD INVOICED			4,878.56	YTD PAID	60.28
124448	MNS ENGINEERS, INC.								
	109473	06/10/25		492221	T	09/23/25	10042010 40514	CONTRACT SERVICES	550.00
	INVOICE:	90121							
	VENDOR TOTALS		19,645.00	YTD INVOICED			39,600.00	YTD PAID	550.00
120965	NEW LOOK AUTO DETAIL								
	108420	08/28/25	2955	492222	T	09/23/25	60031030 40514	CONTRACT SERVICES	525.00
	INVOICE:	4189							

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TO FISCAL 2026/03 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	108421	08/26/25	2955	492222	T	09/23/25	60031030 40514	CONTRACT SERVICES	480.00
	INVOICE: 4188								
	108425	08/21/25	2955	492222	T	09/23/25	60031030 40514	CONTRACT SERVICES	510.00
	INVOICE: 4186								
	108426	08/18/25	2955	492222	T	09/23/25	60031030 40514	CONTRACT SERVICES	505.00
	INVOICE: 4185								
	108427	08/14/25	2955	492222	T	09/23/25	60031030 40514	CONTRACT SERVICES	555.00
	INVOICE: 4184								
	108428	08/12/25	2955	492222	T	09/23/25	60031030 40514	CONTRACT SERVICES	480.00
	INVOICE: 4183								
	108429	08/11/25	2955	492222	T	09/23/25	60031030 40514	CONTRACT SERVICES	510.00
	INVOICE: 4182								
	108430	08/07/25	2955	492222	T	09/23/25	60031030 40514	CONTRACT SERVICES	500.00
	INVOICE: 4181								
	108431	08/04/25	2955	492222	T	09/23/25	60031030 40514	CONTRACT SERVICES	515.00
	INVOICE: 4180								
	109413	08/25/25	2955	492222	T	09/23/25	60031030 40514	CONTRACT SERVICES	470.00
	INVOICE: 4187								
	VENDOR TOTALS		23,270.00	YTD INVOICED			85,305.00	YTD PAID	5,050.00
111713	OCEANGATE PROPERTIES INC								
	106031	07/22/25		492138	P	09/23/25	46101112 46334	TAX REBATES	158,706.96
	INVOICE: FY25-26 Tax Incr								
	VENDOR TOTALS		407,194.69	YTD INVOICED			1,020,823.97	YTD PAID	158,706.96
123279	ODP BUSINESS SOLUTIONS, LLC								
	108331	08/27/25		492223	T	09/23/25	10016010 41514	OPERATING SUPPLIES	113.66
	INVOICE: 433916577001								
	108345	08/28/25		492223	T	09/23/25	10061060 41514	OPERATING SUPPLIES	85.42
	INVOICE: 435810066001								
	109527	09/02/25		492223	T	09/23/25	10061010 41404	MATERIALS, SUPPLIES & OTH	26.33
	INVOICE: 435263428001								
	VENDOR TOTALS		7,275.84	YTD INVOICED			47,198.18	YTD PAID	225.41
99213	PARKHOUSE TIRE, INC.								
	108397	08/13/25	3032	492224	T	09/23/25	60031030 42554	TIRES	1,416.36
	INVOICE: 1011048986								
	108398	07/25/25	3032	492224	T	09/23/25	60031030 42554	TIRES	238.00
	INVOICE: 1011046107								
	109499	08/26/25	3032	492224	T	09/23/25	60031030 42554	TIRES	1,202.61
	INVOICE: 1011050295								
	109500	08/29/25	3032	492224	T	09/23/25	60031030 42554	TIRES	505.87
	INVOICE: 1011050298								
	VENDOR TOTALS		4,077.24	YTD INVOICED			66,905.32	YTD PAID	3,362.84
124317	PCN3, INC.								
	109514	09/09/25	3047	492225	T	09/23/25	33610010 40514	CONTRACT SERVICES	639,660.15

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
INVOICE: 7										
VENDOR TOTALS		1,794,613.03		YTD INVOICED		4,260,549.37		YTD PAID		639,660.15
107523	PITNEY BOWES 109518	09/12/25		492226	T	09/23/25	10016020 47404	MACHINERY & EQUIPMENT		951.48
	INVOICE: 3107395524									
VENDOR TOTALS		951.48		YTD INVOICED		6,652.26		YTD PAID		951.48
124549	PIXELTOWN ARTS, LLC. 109178	08/11/25		492227	T	09/23/25	10000103 51327	FILM PERMITS		700.00
	INVOICE: REFUND 8/11/2025A									
VENDOR TOTALS		1,650.00		YTD INVOICED		1,650.00		YTD PAID		700.00
123055	PEACE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA 108301	08/29/25		492139	P	09/23/25	10002208 41514	OPERATING SUPPLIES		36.00
	INVOICE: 494349									
VENDOR TOTALS		36.00		YTD INVOICED		180.00		YTD PAID		36.00
104719	PORAC LEGAL DEFENSE FUND 108325	09/02/25		492140	P	09/23/25	10002208 41514	OPERATING SUPPLIES		120.00
	INVOICE: 859676									
VENDOR TOTALS		120.00		YTD INVOICED		600.00		YTD PAID		120.00
123020	PUBLIC RISK, INNOVATION, SOLUTIONS, AND MANAGEMENT 109489	09/10/25	2905	492141	P	09/23/25	25190010 46224	ICRMA GEN LIAB AUTO PHYS		29,740.00
	INVOICE: 26401012									
VENDOR TOTALS		2,063,620.91		YTD INVOICED		2,383,488.91		YTD PAID		29,740.00
16650	PRUDENTIAL OVERALL SUPPLY 108434	08/28/25		492228	T	09/23/25	60031030 40514	CONTRACT SERVICES		91.93
	INVOICE: 43055038									
	108435	08/28/25		492228	T	09/23/25	60031030 40514	CONTRACT SERVICES		75.00
	INVOICE: 43055025									
	108436	09/04/25		492228	T	09/23/25	60031030 40514	CONTRACT SERVICES		78.25
	INVOICE: 43056817									
VENDOR TOTALS		1,198.54		YTD INVOICED		7,712.15		YTD PAID		245.18
118908	PSYCHOLOGICAL CONSULTING ASSOC, INC. 108310	08/27/25	994	492229	T	09/23/25	10021010 40514	CONTRACT SERVICES		450.00
	INVOICE: 900917									
VENDOR TOTALS		739.00		YTD INVOICED		10,958.00		YTD PAID		450.00
118988	QUADIANT FINANCE USA, INC.									

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	109209	08/28/25	2912	492230	T	09/23/25	10011500 43044	POSTAGE	2,000.00
	INVOICE: 082825								
	VENDOR TOTALS		4,224.04	YTD INVOICED			46,567.72	YTD PAID	2,000.00
122873	QUADIENT LEASING USA, INC.								
	109208	08/20/25		492231	T	09/23/25	10011500 43044	POSTAGE	1,073.27
	INVOICE: Q1985380								
	VENDOR TOTALS		1,073.27	YTD INVOICED			6,594.67	YTD PAID	1,073.27
123013	RACE TELECOMMUNICATIONS, INC.								
	108332	09/01/25	2982	492142	P	09/23/25	10001222 43054	TELEPHONE	2,805.00
	INVOICE: RC1766290								
	VENDOR TOTALS		8,415.00	YTD INVOICED			42,163.36	YTD PAID	2,805.00
124494	RANADA, ROSSANA								
	109182	06/16/25		492143	P	09/23/25	10000109 51928	YOUTH SPORTS	51.00
	INVOICE: Refund 06/16/25								
	VENDOR TOTALS		51.00	YTD INVOICED			107.10	YTD PAID	51.00
112503	REDFLEX TRAFFIC SYSTEMS, INC.								
	108408	08/31/25	3	492232	T	09/23/25	10000104 51431	VEHICLE CODE FINES	22,429.36
	INVOICE: inv0106850								
	VENDOR TOTALS		67,290.87	YTD INVOICED			357,962.95	YTD PAID	22,429.36
123234	REECE SUPPLY, LLC								
	108350	08/04/25		492233	T	09/23/25	10061090 42124	SWIM POOL MAINTENANCE	9.80
	INVOICE: S121372558.001								
	109219	08/25/25		492233	T	09/23/25	10001221 42024	BUILDING MAINTENANCE	1,056.34
	INVOICE: S121470978.001								
	VENDOR TOTALS		1,904.75	YTD INVOICED			10,659.08	YTD PAID	1,066.14
121903	RELIANCE STANDARD LIFE INS. CO								
	108060	08/25/25		492234	T	09/23/25	990 20900	INSURANCE BENEFITS	2,842.20
	INVOICE: 9/2025_STD-LTD								
	108061	08/25/25		492234	T	09/23/25	990 20900	INSURANCE BENEFITS	8,517.73
	INVOICE: 9/2025_LTD_MISC								
	VENDOR TOTALS		34,102.56	YTD INVOICED			167,531.90	YTD PAID	11,359.93
115776	REPUBLIC SERVICES								
	108287	08/25/25		492235	T	09/23/25	46847150 45444	UTILITIES	11.84
	INVOICE: 0902-013504878								
	109175	07/31/25		492235	T	09/23/25	10061100 40514	CONTRACT SERVICES	91.35
	INVOICE: 0902-013483362								

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VENDOR TOTALS			2,112.96	YTD INVOICED			31,949.55	YTD PAID		103.19
98822	RICHARDS, WATSON & GERSHON									
	108399	08/27/25	2739	492236	T	09/23/25	10015010 40514	CONTRACT SERVICES		598.40
	INVOICE: 254632									
	108401	08/27/25	2739	492236	T	09/23/25	10015010 40514	CONTRACT SERVICES		37.40
	INVOICE: 254633									
	108402	08/27/25	2739	492236	T	09/23/25	10015010 40514	CONTRACT SERVICES		5,832.00
	INVOICE: 254634									
	108403	08/27/25	2739	492236	T	09/23/25	10015010 40514	CONTRACT SERVICES		13,725.80
	INVOICE: 254635									
	108404	08/28/25	2739	492236	T	09/23/25	10015010 40514	CONTRACT SERVICES		5,310.80
	INVOICE: 254659									
	109488	08/27/25		492236	T	09/23/25	10041010 40514	CONTRACT SERVICES		2,944.40
	INVOICE: 254636									
VENDOR TOTALS			28,448.80	YTD INVOICED			481,312.26	YTD PAID		28,448.80
112919	RICOH USA, INC.									
	108329	08/31/25	2981	492237	T	09/23/25	10001222 40614	CITY PRINT SERVICES		3,747.29
	INVOICE: 9033295758									
	108329	08/31/25		492237	T	09/23/25	81044010 41154	COPIER PRINT SERVICES		123.96
	INVOICE: 9033295758									
	109378	08/28/25	2591	492237	T	09/23/25	10110010 41004	VIRTUAL ELECTRONIC DOC MI		1,687.50
	INVOICE: HOU25080022									
VENDOR TOTALS			93,812.24	YTD INVOICED			406,976.92	YTD PAID		5,558.75
124323	ROBERT HALF, INC.									
	108344	09/03/25		492238	T	09/23/25	10001222 40514	CONTRACT SERVICES		3,740.00
	INVOICE: 65356187									
	109373	09/08/25		492238	T	09/23/25	10001222 40514	CONTRACT SERVICES		3,085.50
	INVOICE: 65368680									
VENDOR TOTALS			34,127.50	YTD INVOICED			130,615.50	YTD PAID		6,825.50
121424	ROGERS, ANDERSON, MALODY & SCOTT, LLP									
	109453	08/31/25	3052	492239	T	09/23/25	10016010 40524	AUDITING		5,150.00
	INVOICE: 78558									
VENDOR TOTALS			5,150.00	YTD INVOICED			126,485.00	YTD PAID		5,150.00
116672	SAM'S ALIGNMENT TIRE CENTER, INC.									
	108414	08/20/25	3001	492240	T	09/23/25	60031030 42554	TIRES		100.00
	INVOICE: 33820									
	108415	08/20/25	3001	492240	T	09/23/25	60031030 42554	TIRES		85.00
	INVOICE: 33816									
VENDOR TOTALS			3,445.95	YTD INVOICED			22,383.60	YTD PAID		185.00

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
124574 SIERRA LEONE NURSES ASSOCIATION	108354	04/02/25		492144	P	09/23/25	990 22100	REC & COMM SVC DONATIONS	1,200.00
	INVOICE:	REFUND 04/02/25							
VENDOR TOTALS			1,200.00	YTD INVOICED			1,200.00	YTD PAID	1,200.00
123490 ISHII, MICHAEL	109374	09/05/25		492241	T	09/23/25	10021010 45074	COMMUNITY RELATIONS/PROMO	2,500.00
	INVOICE:	25-32							
VENDOR TOTALS			4,000.00	YTD INVOICED			28,300.00	YTD PAID	2,500.00
116914 SIRCHIE ACQUISITION CO., LLC.	108300	08/28/25		492242	T	09/23/25	10002215 41514	OPERATING SUPPLIES	146.08
	INVOICE:	0707333-IN							
VENDOR TOTALS			146.08	YTD INVOICED			2,369.26	YTD PAID	146.08
17651 SMARDAN SUPPLY CO.	108351	08/04/25		492243	T	09/23/25	10061090 42124	SWIM POOL MAINTENANCE	200.48
	INVOICE:	S4266153.001							
VENDOR TOTALS			200.48	YTD INVOICED			6,171.52	YTD PAID	200.48
101153 SOUTH BAY FORD	109329	08/06/25	2973	492244	T	09/23/25	60031030 42064	PARTS	35.15
	INVOICE:	551152							
109339	08/13/25	2973	492244	T	09/23/25	60031030 42064	PARTS	39.12	
	INVOICE:	552591							
109347	08/12/25	2973	492244	T	09/23/25	60031030 42064	PARTS	39.12	
	INVOICE:	552588							
109348	08/04/25	2973	492244	T	09/23/25	60031030 42064	PARTS	54.12	
	INVOICE:	551481							
109350	08/21/25	2973	492244	T	09/23/25	60031030 42064	PARTS	1,076.71	
	INVOICE:	553923							
109351	08/18/25	2973	492244	T	09/23/25	60031030 42064	PARTS	73.68	
	INVOICE:	553351							
109353	08/28/25	2973	492244	T	09/23/25	60031030 42064	PARTS	203.87	
	INVOICE:	554701							
109354	08/27/25	2973	492244	T	09/23/25	60031030 42064	PARTS	495.54	
	INVOICE:	554565							
109355	07/31/25	2973	492244	T	09/23/25	60031030 42064	PARTS	3,538.46	
	INVOICE:	525402							
109356	08/04/25	2973	492244	T	09/23/25	60031030 42064	PARTS	687.61	
	INVOICE:	528448							
109357	08/06/25	2973	492244	T	09/23/25	60031030 42064	PARTS	212.10	
	INVOICE:	551797							
109358	08/07/25	2973	492244	T	09/23/25	60031030 42064	PARTS	222.81	
	INVOICE:	552004							
109359	08/08/25	2973	492244	T	09/23/25	60031030 42064	PARTS	2,422.10	
	INVOICE:	551980							

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VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	109360	08/09/25	2973	492244	T	09/23/25	60031030 42064	PARTS	125.91
	INVOICE:	550914							
	109362	08/11/25	2973	492244	T	09/23/25	60031030 42064	PARTS	308.15
	INVOICE:	552333							
	109364	08/12/25	2973	492244	T	09/23/25	60031030 42064	PARTS	378.48
	INVOICE:	552603							
	109365	08/12/25	2973	492244	T	09/23/25	60031030 42064	PARTS	139.32
	INVOICE:	552545							
	109366	08/13/25	2973	492244	T	09/23/25	60031030 42064	PARTS	366.86
	INVOICE:	552587							
	109367	08/13/25	2973	492244	T	09/23/25	60031030 42064	PARTS	98.12
	INVOICE:	552578							
	109382	08/13/25	2973	492244	T	09/23/25	60031030 42064	PARTS	31.91
	INVOICE:	552739							
	109385	08/13/25	2973	492244	T	09/23/25	60031030 42064	PARTS	63.65
	INVOICE:	552747							
	109386	08/13/25	2973	492244	T	09/23/25	60031030 42064	PARTS	104.10
	INVOICE:	552562							
	109387	08/15/25	2973	492244	T	09/23/25	60031030 42064	PARTS	281.51
	INVOICE:	553177							
	109388	08/15/25	2973	492244	T	09/23/25	60031030 42064	PARTS	44.71
	INVOICE:	552896							
	109390	08/19/25	2973	492244	T	09/23/25	60031030 42064	PARTS	65.42
	INVOICE:	553480							
	109391	08/19/25	2973	492244	T	09/23/25	60031030 42064	PARTS	667.51
	INVOICE:	553513							
	109392	08/19/25	2973	492244	T	09/23/25	60031030 42064	PARTS	156.74
	INVOICE:	553649							
	109394	08/19/25	2973	492244	T	09/23/25	60031030 42064	PARTS	487.40
	INVOICE:	553534							
	109395	08/20/25	2973	492244	T	09/23/25	60031030 42064	PARTS	252.12
	INVOICE:	553775							
	109396	08/20/25	2973	492244	T	09/23/25	60031030 42064	PARTS	591.40
	INVOICE:	553798							
	109397	08/20/25	2973	492244	T	09/23/25	60031030 42064	PARTS	111.25
	INVOICE:	553731							
	109398	08/20/25	2973	492244	T	09/23/25	60031030 42064	PARTS	248.18
	INVOICE:	553544							
	109399	08/21/25	2973	492244	T	09/23/25	60031030 42064	PARTS	121.97
	INVOICE:	553861							
	109400	08/21/25	2973	492244	T	09/23/25	60031030 42064	PARTS	538.36
	INVOICE:	553936							
	109401	08/21/25	2973	492244	T	09/23/25	60031030 42064	PARTS	36.18
	INVOICE:	554048							
	109402	08/23/25	2973	492244	T	09/23/25	60031030 42064	PARTS	538.36
	INVOICE:	553937							
	109403	08/25/25	2973	492244	T	09/23/25	60031030 42064	PARTS	416.36
	INVOICE:	554402							
	109404	08/26/25	2973	492244	T	09/23/25	60031030 42064	PARTS	221.66
	INVOICE:	554446							
	109405	08/27/25	2973	492244	T	09/23/25	60031030 42064	PARTS	592.97

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	INVOICE: 554727								
	109406	08/27/25	2973	492244	T	09/23/25	60031030 42064	PARTS	515.55
	INVOICE: 554781								
	109408	08/27/25	2973	492244	T	09/23/25	60031030 42064	PARTS	218.58
	INVOICE: 554730								
	109410	08/27/25	2973	492244	T	09/23/25	60031030 42064	PARTS	74.65
	INVOICE: 554769								
	109412	08/27/25	2973	492244	T	09/23/25	60031030 42064	PARTS	1,787.45
	INVOICE: 554673								
	VENDOR TOTALS		48,112.72	YTD INVOICED			1,978,785.13	YTD PAID	18,685.22
17857	SOUTH BAY REGIONAL PUBLIC								
	109452	09/02/25	2919	492245	T	09/23/25	10050121 43014	SB REG PUBLIC COMM AUTHOR	757,687.25
	INVOICE: 04685								
	VENDOR TOTALS		1,818,449.40	YTD INVOICED			5,294,528.14	YTD PAID	757,687.25
123166	CHARTER COMMUNICATIONS HOLDINGS, LLC								
	109370	09/01/25		492246	T	09/23/25	10001221 40514	CONTRACT SERVICES	1,196.56
	INVOICE: 235268301090125								
	109380	08/07/25	2977	492247	T	09/23/25	10001222 43054	TELEPHONE	3,080.00
	INVOICE: 188392501080725								
	VENDOR TOTALS		13,294.31	YTD INVOICED			94,097.91	YTD PAID	4,276.56
98746	STATE OF CALIFORNIA, DEPT OF JUSTICE								
	109340	08/07/25		492145	P	09/23/25	10021010 40514	CONTRACT SERVICES	704.00
	INVOICE: 834222								
	109340	08/07/25		492145	P	09/23/25	10017010 45054	TESTING EXPENSE	233.00
	INVOICE: 834222								
	VENDOR TOTALS		937.00	YTD INVOICED			5,384.00	YTD PAID	937.00
124007	THE FELDHAKE LAW FIRM, APC								
	108191	08/04/25	64	492248	T	09/23/25	10015010 40514	CONTRACT SERVICES	8,115.00
	INVOICE: 57064								
	108383	09/03/25	64	492248	T	09/23/25	10015010 40514	CONTRACT SERVICES	1,700.04
	INVOICE: 57092								
	VENDOR TOTALS		14,767.54	YTD INVOICED			117,177.90	YTD PAID	9,815.04
123284	THE HILLER COMPANIES, LLC.								
	109376	07/02/25		492249	T	09/23/25	52035030 40514	CONTRACT SERVICES	165.00
	INVOICE: 649522								
	VENDOR TOTALS		3,915.00	YTD INVOICED			14,713.59	YTD PAID	165.00
105802	THE SAFEMART OF SO. CALIF.								
	109185	09/03/25		492250	T	09/23/25	10061120 41514	OPERATING SUPPLIES	13.89
	INVOICE: 2141								

PAID INVOICES REPORT

CHECK: C092325

TO FISCAL 2026/03 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	109525	09/04/25		492250	T	09/23/25	10061100 41404	MATERIALS, SUPPLIES & OTH	60.78
	INVOICE: 2145								
VENDOR TOTALS			880.69	YTD INVOICED			6,781.17	YTD PAID	74.67
115132 THE STANDARD INSURANCE CO.	108058	08/15/25		492252	T	09/23/25	990 20900	INSURANCE BENEFITS	2,254.05
	INVOICE: 9/1/2025_DIV2								
VENDOR TOTALS			7,043.55	YTD INVOICED			35,064.55	YTD PAID	2,254.05
112363 THE STANDARD INSURANCE COMPANY, ATTN: EMPLOYEE BE	108059	08/15/25		492251	T	09/23/25	990 20900	INSURANCE BENEFITS	2,598.75
	INVOICE: 9/1/2025_DIV1								
VENDOR TOTALS			7,789.38	YTD INVOICED			38,568.78	YTD PAID	2,598.75
121873 TRANS UNION LLC.	109368	08/25/25		492146	P	09/23/25	10021010 40514	CONTRACT SERVICES	270.34
	INVOICE: 08509197								
VENDOR TOTALS			532.76	YTD INVOICED			1,564.07	YTD PAID	270.34
123815 TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC	108323	09/01/25		492147	P	09/23/25	10002215 40514	CONTRACT SERVICES	285.00
	INVOICE: 777625-202508-1								
VENDOR TOTALS			570.00	YTD INVOICED			4,270.00	YTD PAID	285.00
102318 TREASURER, CITY OF HAWTHORNE	108294	09/02/25		492148	P	09/23/25	10015020 41514	OPERATING SUPPLIES	88.85
	INVOICE: REQ#2000-114958								
	108294	09/02/25		492148	P	09/23/25	10016010 45424	TRAVEL, CONFERENCE & MEET	90.55
	INVOICE: REQ#2000-114958								
	108294	09/02/25		492148	P	09/23/25	10042040 45424	TRAVEL, CONFERENCE & MEET	89.46
	INVOICE: REQ#2000-114958								
	108294	09/02/25		492148	P	09/23/25	10042010 41514	OPERATING SUPPLIES	13.77
	INVOICE: REQ#2000-114958								
	108294	09/02/25		492148	P	09/23/25	10041020 45424	TRAVEL, CONFERENCE & MEET	20.00
	INVOICE: REQ#2000-114958								
	108294	09/02/25		492148	P	09/23/25	10015020 45104	DUES & SUBSCRIPTIONS	25.00
	INVOICE: REQ#2000-114958								
	108294	09/02/25		492148	P	09/23/25	10043010 45104	DUES & SUBSCRIPTIONS	13.99
	INVOICE: REQ#2000-114958								
	108294	09/02/25		492148	P	09/23/25	10015010 45624	MILEAGE/PARKING REIMBURSE	45.00
	INVOICE: REQ#2000-114958								
	108294	09/02/25		492148	P	09/23/25	10042010 45424	TRAVEL, CONFERENCE & MEET	20.00
	INVOICE: REQ#2000-114958								
	108294	09/02/25		492148	P	09/23/25	10017010 45514	EMPL. TRAINING/DEVELOPMEN	54.90
	INVOICE: REQ#2000-114958								
	108295	09/02/25		492148	P	09/23/25	81044010 41514	OPERATING SUPPLIES	57.43

**PAID INVOICES REPORT**

CHECK: C092325

TO FISCAL 2026/03 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: REQ#2000-114957								
	108295	09/02/25		492148	P	09/23/25	46515730 45154	GENERAL EXPENSE	9.00
	INVOICE: REQ#2000-114957								
	VENDOR TOTALS		527.95	YTD INVOICED			1,300.39	YTD PAID	527.95
123415	TRIPEPI, SMITH AND ASSOCIATES, INC.								
	109393	08/31/25	2914	492253	T	09/23/25	10011500 40514	CONTRACT SERVICES	905.00
	INVOICE: 15471								
	VENDOR TOTALS		4,606.25	YTD INVOICED			71,109.39	YTD PAID	905.00
112885	ULINE SHIPPING SUPPLY								
	108349	08/11/25		492254	T	09/23/25	10061090 42124	SWIM POOL MAINTENANCE	4,297.67
	INVOICE: 196452229								
	109217	08/28/25		492254	T	09/23/25	10002215 41514	OPERATING SUPPLIES	295.27
	INVOICE: 197272974								
	VENDOR TOTALS		4,824.47	YTD INVOICED			19,443.99	YTD PAID	4,592.94
123537	WORLDWIDE LEGAL GROUP INC.								
	108394	09/02/25		492255	T	09/23/25	25019020 45064	SETTLEMENTS / JUDGEMENTS	110.00
	INVOICE: 88731								
	VENDOR TOTALS		244.00	YTD INVOICED			1,290.25	YTD PAID	110.00
95851	VISION SERVICE PLAN - (CA)								
	108055	08/19/25		492256	T	09/23/25	990 20900	INSURANCE BENEFITS	138.88
	INVOICE: 823489139								
	108056	08/19/25		492256	T	09/23/25	990 20900	INSURANCE BENEFITS	1,904.64
	INVOICE: 823484931								
	108057	08/19/25		492256	T	09/23/25	990 20900	INSURANCE BENEFITS	2,323.92
	INVOICE: 823484935								
	VENDOR TOTALS		13,217.91	YTD INVOICED			67,627.26	YTD PAID	4,367.44
121110	VITAL MEDICAL SERVICES, LLC								
	109309	08/31/25		492257	T	09/23/25	10002220 40724	MEDICAL & AMBULANCE	2,556.00
	INVOICE: 4725								
	VENDOR TOTALS		9,272.00	YTD INVOICED			103,938.00	YTD PAID	2,556.00
122053	VOLL, FREDERICK WILLIAM								
	108304	08/28/25		492258	T	09/23/25	10002209 41514	OPERATING SUPPLIES	3,329.92
	INVOICE: 1321								
	VENDOR TOTALS		3,329.92	YTD INVOICED			9,994.87	YTD PAID	3,329.92
120853	WRAP BULLYS, INC.								
	108417	08/27/25	2956	492259	T	09/23/25	60031030 42014	REPAIR & MAINTENANCE SUPP	400.00
	INVOICE: 61396								

**PAID INVOICES REPORT**

CHECK: C092325

TO FISCAL 2026/03 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
108418		08/27/25	2956	492259	T	09/23/25	60031030 42014	REPAIR & MAINTENANCE SUPP	300.00
	INVOICE:	61395							
108419		08/27/25	2956	492259	T	09/23/25	60031030 42014	REPAIR & MAINTENANCE SUPP	300.00
	INVOICE:	61394							
VENDOR TOTALS			32,150.00	YTD INVOICED			95,208.00	YTD PAID	1,000.00
								REPORT TOTALS	7,801,248.12

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	19	4,037,777.63
TOTAL EFT TRANSFERS	111	3,763,470.49

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

# CITY OF HAWTHORNE

FOR THE MEETING OF SEPTEMBER 23, 2025

ORIGINATING DEPARTMENT: FINANCE

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

<u>Date</u>	<u>Warrant #s</u>		<u>Warrant type</u>	<u>Total \$</u>
	<u>Start</u>	<u>Ending</u>		
9/23/25	79374	79375	HOUSING	351.27
<b>* Emergency Issue - for ratification only</b>				<u>351.27</u>

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: H092325

TO FISCAL 2026/03 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
112237 T-MOBILE	109310	08/21/25		79374	P	09/23/25	81044010 43054	TELEPHONE	262.14
	INVOICE: AG982816099								
VENDOR TOTALS			27,378.24	YTD INVOICED			202,889.65	YTD PAID	262.14
113605 VERIZON WIRELESS	109311	08/23/25		79375	P	09/23/25	81044010 43054	TELEPHONE	89.13
	INVOICE: AG470985090-4								
VENDOR TOTALS			6,250.45	YTD INVOICED			77,749.65	YTD PAID	89.13
REPORT TOTALS									351.27

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	351.27

\*\* END OF REPORT - Generated by Shunte11 Dixon \*\*

# CITY OF HAWTHORNE

FOR THE MEETING OF SEPTEMBER 23, 2025

ORIGINATING DEPARTMENT: FINANCE

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

<u>Date</u>	<u>Warrant #s</u>		<u>Warrant type</u>	<u>Total \$</u>
	<u>Start</u>	<u>Ending</u>		
9/23/25	11078	11078	ASSET FORFEITURE	4,970.00
9/23/25	11079	11081	ASSET FORFEITURE	6,578.08
<b>* Emergency Issue - for ratification only</b>				<u>11,548.08</u>

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: AJ092325

TO FISCAL 2026/03 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
124016 EGM FLYING SERVICES	108326	09/01/25		11078	T	09/23/25	22210010 40514	CONTRACT SERVICES	4,970.00
	INVOICE: 0016								
VENDOR TOTALS			8,715.00	YTD INVOICED			33,320.00	YTD PAID	4,970.00
								REPORT TOTALS	4,970.00

	COUNT	AMOUNT
TOTAL EFT TRANSFERS	1	4,970.00

\*\* END OF REPORT - Generated by Shunte11 Dixon \*\*

**PAID INVOICES REPORT**

CHECK: AF092325

TO FISCAL 2026/03 07/01/2024 TO 06/30/2029

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
117149	ADVANCED AIR, LLC. 109381	09/08/25	2937	11079	T	09/23/25	23002244 45144	GASOLINE & OIL	4,249.73
	INVOICE: August 2025								
	VENDOR TOTALS		8,352.78	YTD INVOICED			33,904.30	YTD PAID	4,249.73
124321	US BANK NATIONAL ASSOCIATION 108312	08/22/25		11080	T	09/23/25	23002244 45144	GASOLINE & OIL	561.72
	INVOICE: 53474280								
	109383	09/05/25		11080	T	09/23/25	23002244 45144	GASOLINE & OIL	172.20
	INVOICE: 53674280								
	VENDOR TOTALS		1,688.82	YTD INVOICED			2,598.84	YTD PAID	733.92
123899	M & S AIR SUPPLY, INC. 109455	09/08/25	2933	11081	T	09/23/25	23002244 42014	REPAIR & MAINTENANCE SUPP	1,594.43
	INVOICE: 19630								
	VENDOR TOTALS		21,335.89	YTD INVOICED			36,959.55	YTD PAID	1,594.43
REPORT TOTALS									6,578.08
								COUNT	AMOUNT
TOTAL EFT TRANSFERS								3	6,578.08

\*\* END OF REPORT - Generated by Shunte11 Dixon \*\*



**AGENDA ITEM NO. 7.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025  
Originating Department: City Attorney

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**City Manager: Department Head:**

**SUBJECT:**

ORDINANCE NO. 2258 (Second Reading): AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, AMENDING SECTION 2.06.020 (MEETINGS) OF CHAPTER 2.06 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION, CIVIL SERVICE AND PERSONNEL) OF THE HAWTHORNE MUNICIPAL CODE AND MAKING A FINDING OF EXEMPTION IN COMPLIANCE WITH CEQA IN CONNECTION THEREWITH.

**RECOMMENDED MOTION:**

Introduce Ordinance No. 2258 on September 9, 2025 and Adopt Ordinance No. 2258 on September 23, 2025.

**DISCUSSION:**

Section 2.06.020 of the Hawthorne Municipal Code provides for the regular city council meetings. It provides that the City Council shall meet for its regular meetings two times per month on the second and fourth Tuesdays of each month at 6 p.m.

At a recent meeting, the council directed that due to summer breaks and family vacations, similar to other agencies, the council should not hold a regular meeting from the second meeting of July through the month of August.

**CEQA:**

The City Council hereby finds that the adoption of this Ordinance is not a "project" under the California Environmental Quality Act because the Ordinance does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

N/A

**FISCAL IMPACT:**

None

**NOTICING PROCEDURE:**

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

**ATTACHMENTS**

Ordinance No. 2258

**ORDINANCE NO. 2258**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, AMENDING SECTION 2.06.020 (MEETINGS) OF CHAPTER 2.06 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION, CIVIL SERVICE AND PERSONNEL) OF THE HAWTHORNE MUNICIPAL CODE AND MAKING A FINDING OF EXEMPTION IN COMPLIANCE WITH CEQA IN CONNECTION THEREWITH**

**WHEREAS**, Hawthorne Municipal Code section 2.06.020 sets the regular meetings of the city council on the second and fourth Tuesdays of each month at six p.m.; and

**WHEREAS**, the City of Hawthorne seeks to not hold the regular council meetings for the second Tuesday of the month of July and both meetings in the month of August.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF HAWTHORNE DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council of the City of Hawthorne hereby incorporates by reference all the recitals herein.

**SECTION 2.** Section 2.06.020 (Meetings) of Chapter 2.06 (City Council) of Title 2 (Administration, Civil Service and Personnel) of the Hawthorne Municipal Code shall be amended to read as follows:

**2.06.020 Meetings.**

- A.** The council shall meet regularly on the second and fourth Tuesday of each month at six p.m. in the Council Chambers of the City Hall; provided, however, that when the time for any regular meeting of the council falls on a holiday, such meeting shall be held at the same hour in the same place on the next succeeding day not a holiday.
- B.** **Notwithstanding subsection A, there shall be no regular meeting of the council on the fourth Tuesday of the month of July and the second and fourth Tuesdays of the month of August.**

**SECTION 3.** Any provision of the City of Hawthorne Municipal Code or appendices thereto inconsistent with the provisions of this Chapter, to the extent of such inconsistencies and no further, are hereby repealed or modified to the extent necessary to effect the provisions of this Ordinance.

**SECTION 4. CEQA.** The City Council hereby concurs with staff's determination and hereby finds that the adoption of this Ordinance is a type of organizational activity involving the administration of the City that does not have the possibility to have a direct or indirect effect on the environment and is therefore exempt from review under the California Environmental Quality Act (CEQA) pursuant to Title 14, California Code of Regulations, Section 15378(b)(5). In addition, the actions taken by this Ordinance are not a "project" under CEQA because the Ordinance does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment and is also exempt from CEQA pursuant to the "common sense" exemption because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (Title 14, California Code of Regulations, Section 15061(b)(3).

**SECTION 5. Severability.** If any section, subsection, phrase or clause of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 6. City Clerk.** The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

**SECTION 7. Effective Date.** This Ordinance shall take effect thirty (30) days after passage thereof.

**SECTION 8. Publication.** The City Clerk is directed to forward a copy of Ordinance No. 2252 to General Code, LLC, 781 Elmgrove Road, Rochester, NY 14824.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of September, 2025.

**ATTEST:**

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**ALEX VARGAS, Mayor**  
**City of Hawthorne, California**

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**DAYNA WILLIMAS-HUNTER, City Clerk**  
**City of Hawthorne, California**

**APPROVED AS TO FORM:**

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



**AGENDA ITEM NO. 8.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025  
Originating Department: Housing

---

**City Manager: Department Head:**

**SUBJECT:**

Public Hearing to Consider Approval of the 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Programs.

**RECOMMENDED MOTION:**

Staff recommends that the City Council:

1. Conduct the public hearing and receive comments on the draft 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER).
2. Approve the 2024-2025 CAPER for the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Programs.
3. Authorize the City Manager, or their designee, to submit the 2024-2025 CAPER to the U.S. Department of Housing and Urban Development (HUD).

**DISCUSSION:**

Each year, the U.S. Department of Housing and Urban Development (HUD) requires the City of Hawthorne to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) documenting the City's use of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds.

The City receives these funds annually through a formula-based allocation from HUD and invests them in a variety of projects and activities that align with the community's priorities as identified in the adopted Consolidated Plan. CDBG and HOME resources support a wide range of eligible activities, all with the goal of improving quality of life for low- and moderate-income residents.

The 2024-2025 CAPER covers the period from July 1, 2024 through June 30, 2025 and marks the final year of the City's 2020-2024 five-year planning cycle. This year's report highlights significant accomplishments made possible through collaboration between the City, non-profit partners, and the community.

For the 2024-2025 program year, the City received \$1,177,964 of CDBG and \$508,759.41 of HOME funds. Together with other federal, state, and local investments, HUD resources played a pivotal role in addressing the high-priority needs identified in the City's 2020-2024 Consolidated Plan.

**Key Highlights:**

- **Affordable Housing Preservation:** The City of Hawthorne Housing Rehabilitation Program completed three (3) housing rehabilitation projects to address deficient housing conditions and preserve the existing housing stock that is affordable to low- and moderate-income homeowners. One (1) project is currently underway and will be reported once completed. Additionally, the City has made significant progress on the Rental Rehabilitation project which is anticipated to result in 38 affordable housing units. To date, a total of 23 units have been completed. The remaining 15 units are underway and these accomplishments will be reported in the 25-26 CAPER.
- **Fair Housing Services:** The Fair Housing Foundation provided 219 Hawthorne residents with fair housing and landlord-tenant mediation services.
- **Public Services:** Five (5) non-profit organizations provided a range of services to Hawthorne residents including but not limited to providing after-school enrichment activities for 69 low- and moderate-income school children, case management and emergency assistance to 31 homeless and 180 extremely low- and low-income people, and domestic violence services for 60 residents.
- **Economic Development Opportunities:** The City has two (2) ongoing commercial façade improvement projects. Once completed, the accomplishments will be reported in the 25-26 CAPER.

These accomplishments showcase the City's commitment to supporting its low- and moderate-income residents while leveraging federal funds to maximize impact. Further details can be found in the CAPER document.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

NONE.

**FISCAL IMPACT:**

There is no impact to the City's General Fund. The preparation and submission of the CAPER is funded through administrative allocations from the CDBG and HOME programs. Failure to submit the CAPER to HUD could jeopardize the City's ability to receive future federal funding.

**NOTICING PROCEDURE:**

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the Hawthorne Press Tribune on September 4, 2025. The notice announced a 15-day public review and comment period for the draft CAPER from September 8, 2025 through September 23, 2025 and provided information on how residents could access and comment on the document. The draft CAPER was made available at City Hall, the Hawthorne Public Library, and online.

**ATTACHMENTS**

24-25 Draft CAPER



**Draft  
Consolidated Annual  
Performance &  
Evaluation Report**

FY 2024-2025



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## Version History

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No.	Summary of Changes			
1	Published Draft for Public Comment:	8/25/25	Sent to HUD for Approval:	9/26/25
	Conducted Public Hearing:	9/9/25	Approved by HUD:	TBD
	Original 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER)			

# Progress Report

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## CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Hawthorne's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds. The CDBG program provides a wide range of eligible activities that provide decent housing, suitable living environments and expanded economic opportunities for low- and moderate-income persons. The HOME program expands the supply of affordable housing for low- and moderate-income households through a variety of affordable housing activities, including building, buying, and/or rehabilitating rental and ownership housing or providing direct rental assistance to low- and moderate-income households.

The five-year Consolidated Plan establishes priorities and goals used to guide decisions about the specific projects and activities that receive CDBG and HOME funding every year in the Annual Action Plan. The City of Hawthorne implements some projects and activities directly and awards funds to non-profit or public organizations that implement programs in furtherance of the Consolidated Plan goals.

This CAPER provides the City's progress report for the fifth and final Program Year of the 2020-2024 Consolidated Plan, covering the period from July 1, 2024, to June 30, 2025. For the 2024-2025 Program Year, the City received \$1,177,964 of CDBG funds and \$508,759.41 of HOME funds from HUD. When combined with prior year resources, a grand total of \$3,247,833.92 of CDBG and \$5,008,607.24 of HOME funds were allocated to projects in the 2024-2025 Action Plan. Together with other federal, state and local investments, HUD resources allowed the City and its partners to address the high priority needs identified in the 2020-2024 Consolidated Plan.

Table 1 provides a summary of the five-year goals, one-year goals, and one-year accomplishments for the period ending June 30, 2025, arranged by each of the Strategic Plan Goals included in the 2020-2024 Strategic Plan of the Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

Goal	Category	24-25 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2024-2025 Program Year 5		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Affordable Housing Preservation	Affordable housing	CDBG: \$401,866.79	Homeowner housing rehabilitation	Household housing unit	30	20	66.7%	10	3	30%
		*HOME: \$4,170,542.00	Rental housing rehabilitation	Household housing unit	38	23	60.5%	38	23	60.5%
		*CDBG \$1,388,256.38								
Affordable Housing Development	Affordable housing	*HOME: \$778,298.53	Affordable housing development	Household housing unit	2	0	0%	2	0	0%
Fair Housing Services	Affordable housing	CDBG: \$30,000.00	Public service activities other than low/mod-income housing benefit	Other	1,200	1,029	85.8%	250	219	87.6%
Public Services	Non-housing community development	CDBG: \$176,694.00	Public service activities other than low/mod-income housing benefit	Persons assisted	1,500	1,585	105.7%	291	340	116.8%

Public Facilities and Infrastructure Improvements	Non-housing community development	CDBG: \$339,773.75	Public facility or infrastructure activities other than low/mod-income housing benefit	Other: Section 108 Loan Repayment	4	4	100%	0	0	N/A
				People assisted	15,000	14,960	99.7%	0	0	N/A
Economic Development Opportunities	Non-housing community development	*CDBG: \$705,651.00	Façade treatment / business building rehabilitation	Businesses assisted	2	0	0%	2	0	0%
			Jobs created / retained	Jobs created / retained	1	0	0%	1	0	0%
Program Planning and Administration	N/A	CDBG: \$205,592.00 HOME: \$59,766.71	N/A	Other	5	5	100%	1	1	100%
*Includes prior year program funds										

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Each of the housing, public service, and capital improvement activities receiving CDBG and HOME funds in the City’s Action Plan address specific high priority needs identified in the 2020-2024 Consolidated Plan. Table 1 on the previous page provides a summary of the City’s accomplishments and the one- and five-year goals of the 2024-2025 Action Plan and the 2020-2024 Consolidated Plan, respectively, as of June 30, 2025. Based on the information in Table 1, the City and its housing and community development partners made progress towards five of seven goals included in the 2020-2024 Consolidated Plan. The program accomplishments for each category are discussed below:

- Affordable Housing Preservation: The City of Hawthorne Housing Rehabilitation Program completed three (3) owner-occupied housing rehabilitation projects to address deficient housing conditions and preserve the existing housing stock that is affordable to low- and moderate-income homeowners. One (1) project is currently underway and will be reported once completed. Additionally, the City has made significant progress on the Rental Rehabilitation project which is anticipated to result in 38 affordable housing units. To date, a total of 23 units have been completed. The remaining 15 units are underway and these accomplishments will be reported in the 25-26 CAPER.
- Fair Housing Services: The Fair Housing Foundation provided 219 Hawthorne residents with fair housing and landlord-tenant mediation services.
- Public Services: Five (5) non-profit organizations provided a range of services to Hawthorne residents including but not limited to providing after-school enrichment activities for 69 low- and moderate-income school children, case management and emergency assistance to 31 homeless and 180 extremely low- and low-income people, and domestic violence services for 60 residents.
- Economic Development Opportunities: The City has two (2) ongoing commercial façade improvement projects. Once completed, the accomplishments will be reported in the 25-26 CAPER.

Each of the activities that were underway during the 2024-2025 Program Year are listed in Figure 1 on the following page, including the amount of funds allocated to the activity and the amount spent as of June 30, 2025. Figure 2 provides the numeric accomplishment goal for each activity and the level of accomplishment as of June 30, 2025.

**Figure 1 - Use of CDBG& HOME Funds**

Strategic Plan Goal / Activity	Source	Allocation	Spent through 6/30/25	Percent Spent
<b>1. Affordable Housing Preservation</b>				
^Housing Rehabilitation Program	CDBG	\$401,866.79	\$86,947.53	21.6%
*^Public Housing Modernization	CDBG	\$1,388,256.38	\$865,435.33	62.3%
*^Rental Rehabilitation Program	HOME	\$4,170,542.00	\$3,132,885.30	75.1%
	Subtotal	\$5,960,665.17	\$4,085,268.16	68.5%
<b>2. Affordable Housing Development</b>				
*Affordable Housing Development	HOME	\$324,949.53	\$0.00	0%
*CHDO: Set-Aside	HOME	\$453,349.00	\$0.00	0%
	Subtotal	\$778,298.53	\$0.00	0%
<b>3. Fair Housing Services</b>				
FHF: Fair Housing Services	CDBG	\$30,000.00	\$30,000.00	100.0%
	Subtotal	\$30,000.00	\$30,000.00	100.0%
<b>4. Public Services</b>				
SBWIB: Teen Center	CDBG	\$93,217.00	\$93,217.00	100.0%
NSFC: Domestic Violence Services	CDBG	\$21,813.00	\$21,523.03	98.7%
CCLA: Emergency Assistance	CDBG	\$21,915.00	\$19,926.65	90.9%
FPOSB: Housing Stabilization Services	CDBG	\$19,390.00	\$19,390.00	100.0%
TRFC: Behavioral Health Services	CDBG	\$20,359.00	\$20,359.00	100.0%
	Subtotal	\$176,694.00	\$174,415.68	98.7%
<b>5. Public Facilities &amp; Infrastructure Improvements</b>				
Section 108 Loan Repayment	CDBG	\$339,773.75	\$0.00	0.0%
	Subtotal	\$339,773.75	\$0.00	0.0%
<b>6. Economic Development</b>				
*^Commercial Façade Improvements	CDBG	\$705,651.00	\$317,413.38	45.0%
	Subtotal	\$705,651.00	\$317,413.38	45.0%
<b>7. Planning and Administration</b>				
HOME Program Administration	HOME	\$59,766.71	\$59,766.71	100.0%
CDBG Program Administration	CDBG	\$205,592.00	\$205,592.00	100.0%
	Subtotal	\$265,358.71	\$265,358.71	100.0%
	<b>Total</b>	<b>\$8,256,441.16</b>	<b>\$4,872,455.93</b>	<b>59.0%</b>

NOTES:  
 \* Project is funded with prior year program funds as approved in previous Action Plans.  
 ^ Project will continue in 2025-2026 and will be reported in the next CAPER.  
 Expenditures are subject to increase as the City accrues expenses for 2024-2025. This table will be updated prior to submittal to HUD.

**Figure 2 - Program Year Accomplishments by Strategic Plan Goal**

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual
<b>1. Affordable Housing Preservation</b>			
^Housing Rehabilitation Program	Housing Unit	10	3
*^Public Housing Modernization	Housing Unit	20	10
*^Rental Rehabilitation Program	Housing Unit	18	13
<b>2. Affordable Housing Development</b>			
Affordable Housing Development	Housing Unit	2	0
<b>3. Fair Housing Services</b>			
FHF: Fair Housing Services	Other	250	219
<b>4. Public Services</b>			
SBWIB: Teen Center	People	90	69
NSFC: Domestic Violence Program	People	22	33
CCLA: Emergency Assistance	People	140	180
FPOSB: Housing Stabilization Services	Household	15	31
TRFC: Behavioral Health Services	People	24	27
<b>5. Public Facilities and Infrastructure Improvements</b>			
Section 108 Loan Repayment	Other	1	0
<b>6. Economic Development Opportunities</b>			
*^Commercial Façade Improvements	Businesses	2	0
<b>7. Planning and Administration</b>			
HOME Program Administration	Other	1	1
CDBG Program Administration	Other	1	1
<p>NOTES:</p> <p>* Project is funded with prior year program funds as approved in previous Action Plans.</p> <p>^ Project will continue in 2025-2026 and will be reported in the next CAPER.</p> <p>The actual accomplishments represent the number of unduplicated persons assisted. Some received multiple or ongoing services throughout the year. Housing and commercial rehabilitation projects are anticipated to be completed during the 2025-2026 program year. Therefore, those projects will be reported as "complete" in the next CAPER.</p>			

## COVID-19 Allocation

In response to the COVID-19 pandemic, Congress passed the Coronavirus Aid, Relief, and Economic Securities (CARES) Act and it was signed into law on March 27, 2020 authorizing \$2.2 trillion for a variety of measures to prevent, prepare for, and respond to the COVID-19 pandemic. Under the CARES Act, HUD provided special allocations of CDBG funds to the City of Hawthorne. In total, the City received \$1,712,974 of CDBG-CV funds to prevent, prepare for, and respond to the COVID-19 pandemic.

CDBG-CV funds must be fully spent by December 7, 2026. As of the date of this report, the City has made significant progress towards its expenditure and accomplishment goals. Each of the CDBG-CV activities approved by the City Council are summarized in Figures 3 and 4 below.

**Figure 3 - Use of CDBG-CV Funds**

Strategic Plan Goal / Activity	Source	Allocation	Spent through 6/30/25	Percent Spent
<b>1. COVID-19 Response</b>				
FPOSB: Homelessness Prevention	CDBG-CV	\$19,643.98	\$19,643.98	100.0%
Emergency Housing Assistance	CDBG-CV	\$535,955.00	\$535,955.00	100.0%
Homeless Center	CDBG-CV	\$705,455.02	\$607,686.99	86.1%
Small Business Assistance	CDBG-CV	\$49,326.00	\$49,326.00	100.0%
Microenterprise Assistance	CDBG-CV	\$60,000.00	\$60,000.00	100.0%
	Subtotal	\$1,469,416.07	\$1,272,611.97	86.6%
<b>2. Planning and Administration</b>				
CDBG-CV Administration	CDBG-CV	\$342,594.00	\$333,848.76	97.4%
	Subtotal	\$342,594.00	\$333,848.76	97.4%
	<b>Total</b>	<b>\$1,712,974.00</b>	<b>\$1,606,460.73</b>	<b>93.8%</b>
NOTES: All activities are from the 2020-2021 CDBG-CV Action Plan, as amended.				

**Figure 4 - Program Year Accomplishments by Strategic Plan Goal**

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual
<b>1. COVID-19 Response</b>			
FPOSB: Homelessness Prevention	People	10	12
Emergency Housing Assistance	Households	105	125
Homeless Center	Housing Units	15	12
Small Business Assistance	Jobs	2	2
Microenterprise Assistance	Businesses	7	6
NOTES:			

## HOME-ARP Allocations

The City of Hawthorne received \$2,166,698.00 of HOME American Rescue Plan (HOME-ARP) funds from HUD under the 2021 Action Plan. The City’s substantial amendment to the 2021 Action Plan to incorporate the HOME-ARP allocation was approved on May 24, 2022. At this time, the City is developing procedures and identifying next steps for HOME-ARP implementation. On June 3, 2025 HUD notified the City that it was awarded an additional \$3,245. The City intends to allocate the additional funds to the existing Supportive Services activity implemented by LACADA.

**Figure 5 - Use of HOME-ARP Funds**

Strategic Plan Goal / Activity	Source	Allocation	Spent through 6/30/25	Percent Spent
1. COVID-19 Response				
LACADA: Supportive Services	HOME-ARP	\$1,841,693.30	\$316,957.01	17.2%
	Subtotal	\$1,841,693.30	\$316,957.01	17.2%
2. Planning and Administration				
HOME-ARP Administration	HOME-ARP	\$325,004.70	\$22,056.93	6.8%
	Subtotal	\$325,004.70	\$22,056.93	6.8%
	Total	\$2,166,698.00	\$339,013.94	15.6%
NOTES: All activities are from the 2021-2022 HOME-ARP Action Plan, as amended.				

**Figure 6 - Program Year Accomplishments**

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual
1. COVID-19 Response			
LACADA: Supportive Services	People	10	57
NOTES:			

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

**Table 2 - Assistance to Racial and Ethnic Population by Source of Funds**

	CDBG
White	157
Black/African American	226
Asian	10
American Indian/Alaskan Native	97
Native Hawaiian/Pacific Islander	3
Black/African American & White	3
Amer. Indian/Alaskan Native & Black/African Amer.	4
Other multi-racial	59
Total	559
Hispanic	272
Non-Hispanic	287
NOTES: The data in this table is supplied by HUD's database and reports from the Fair Housing Foundation. The figures in this table represent the sum of the reported number of people, families, households, or housing units reported during the Program Year, without regard to the number of people in each family, household or housing unit.	

### Narrative

Table 2 provides an aggregate of race and ethnicity data for the combined number of people, families, households, or housing units served during the Program Year based on accomplishment data from all CDBG activities reported in HUD's Integrated Disbursement and Information System (IDIS).

## CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

**Table 3 - Resources Made Available**

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	\$3,247,833.92	\$1,515,411.01
HOME	\$5,008,607.24	\$1,021,279.89
CDBG-CV	\$1,712,974.00	\$4,829.39
HOME-ARP	\$2,169,943.00	\$316,957.01
NOTES: 1. This table generated by HUD's database provides the resources made available in the 2024-2025 Action Plan and the total CDBG, HOME, CDBG-CV, and HOME-ARP expenditures during the 2024-2025 Program Year. The amount expended may include prior year activities that were completed during the 2024-2025 Program Year. 2. Amount expended during program year is subject to change once final draws are completed.		

### Narrative

The 2024-2025 HUD formula grant resources allocated in the Action Plan for the implementation of projects are identified in Table 3. The total resources allocated in the 2024-2025 Action Plan includes \$1,177,964.00 of CDBG funds and \$508,759.41 of HOME funds. When combined with prior year resources, a grand total of \$3,247,833.92 of CDBG and \$5,008,607.24 of HOME funds were allocated to projects in the 2024-2025 Action Plan. Together with other federal, state, and local investments, these resources allowed the City and its partners to address the high priority needs identified in the 2020-2024 Consolidated Plan.

Identify the geographic distribution and location of investments

**Table 4 – Identify the geographic distribution and location of investments**

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	97%	97%	All other activities
CDBG Eligible Areas	3%	3%	SBWIB
Slum/Blight Area	30%	30%	21-23 Commercial Rehabilitation

### Narrative

During the 2024-2025 Program Year, the City allocated 100 percent of its non-administrative CDBG and HOME funds to projects and activities that benefit low- and moderate-income persons throughout the City of Hawthorne. It is important to note that due to the nature of certain public service activities such as the SBWIB: Teen Center are generally limited to the eligible low- and moderate-income areas, while most other public services are available citywide.

A total of \$705,651 was allocated to the Commercial Rehabilitation Program to address slum and blight opportunities. This was funded with prior year funds that are subject to the certification period from 2021 through 2023, for which the total costs for both projects remains below the 30 percent threshold.

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

To address housing and community development needs in Hawthorne, CDBG and HOME entitlement grants are used to leverage a variety of funding resources to maximize the effectiveness of available funds. The CDBG public service activities leveraged private, state, and other federal funds to deliver services for low- and moderate-income people.

During the program year, the City initiated the rehabilitation of five (5) city-owned apartment complexes containing 38 units at various locations in the City of Hawthorne to address the need to preserve the supply of affordable housing. More specifically, the 2024-2025 Action Plan invested HOME funds to rehabilitate three (3) of these properties comprised of 18 units that are occupied by very low- and low-income tenants. In addition, the City invested CDBG funds to rehabilitate the other two (2) properties comprised of 20 units that are occupied by low- and moderate-income tenants. To ensure the feasibility of the project, the City leveraged additional resources from the State's Permanent Local Housing Allocation (PLHA) program as well as HUD's Economic Development Initiative (EDI) Community Project Fund (CPF) program. Additional leveraging opportunities include, but are not limited to, those listed below.

#### Federal Resources

- Continuum of Care (CoC) Program
- HUD Veterans Affairs Supportive Housing (HUD-VASH)
- Housing Opportunities for Persons with AIDS (HOPWA)
- Youthbuild
- HUD Economic Development Initiative (HUD-EDI)
- Supportive Housing for the Elderly (Section 202)
- Supportive Housing for Persons with Disabilities (Section 811)
- Federal Low-Income Housing Tax Credit Program
- Department of Transportation Grants
- Department of Energy Grants
- Federal Highway Administration
- Project Roomkey

## State Resources

- Building Equity and Growth in Neighborhoods Program (BEGIN)
- Multifamily Housing Program (MHP)
- CalHFA Single and Multi-Family Program
- California HCD Permanent Local Housing Allocation (PLHA)
- State Low-Income Housing Tax Credit Program
- CalHOME Program
- Housing Related Parks Grant
- Mental Health Service Act (MHSA) Funding
- Prop 47 – Board of State & Community Corrections
- Justice Assistance Grant (JAG) Program
- Homeless Emergency Aid Program (HEAP)
- Project Roomkey

## Local Resources

- Los Angeles Homeless Services Authority (LAHSA)
- Los Angeles Community Development Agency (LACDA)
- Southern California Home Financing Authority (SCHFA)
- General Fund

## Private Resources

- Federal Home Loan Bank Affordable Housing Program (AHP)
- United Way
- Private Contributions

## Matching Requirements

HUD typically requires HOME Participating Jurisdictions (PJ's) to match 25 percent of their HOME annual allocation on a Federal Fiscal Year (FFY) basis. The City of Hawthorne requested a match reduction under the COVID-19 waiver which was approved by HUD. As a result, the City received a 100 percent reduction of its match liabilities for fiscal years 2020, 2021, and 2022. For program year 2023, the City was granted a 50% match reduction. Therefore, the City's match liability was only 12.5%.

As part of the Rental Rehabilitation Project, the City has leveraged various funding sources to ensure the project is feasible and has sufficient financing. More specifically, the City was able to leverage California HCD Permanent Local Housing Allocation (PLHA) funds, resulting in a total matching contribution of \$2,215,854.77.

**Table 5 – Fiscal Year Summary - HOME Match Report**

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal Fiscal Year	\$960,089.76
2. Match contributed during current Federal Fiscal Year	\$1,255,765.01
3. Total match available for current Federal Fiscal Year (Line 1 plus Line 2)	\$2,215,854.77
4. Match liability for current Federal Fiscal Year	\$68,875.21
5. Excess match carried over to next Federal Fiscal Year (Line 3 minus Line 4)	\$2,146,979.56

**Table 6 – Match Contribution for the Federal Fiscal Year**

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Prep., Const. Materials, Donated labor	Bond Financing	Total Match
683	*21-22	\$468.75	\$0	\$0	\$0	\$0	\$0	\$2,215,854.77
	*22-23	\$11,389.31	\$0	\$0	\$0	\$0	\$0	
	*23-24	\$956,008.10	\$0	\$0	\$0	\$0	\$0	
	24-25	\$1,255,765.01	\$0	\$0	\$0	\$0	\$0	
*Reported as match as part of 2023-2024 CAPER.								

**Table 7 – HOME Program Income**

HOME Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended for TBRA	Balance on hand at end of reporting period
\$32,194.75	\$0.00	\$0.00	\$0.00	\$32,194.75

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

**Table 8 – Minority Business and Women Business Enterprises**

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	1	0	0	0	0	1
Dollar Amount	\$1,161,840	\$0	\$0	\$0	\$0	\$1,161,840
Sub-Contracts						
Number	2	0	0	0	0	2
Dollar Amount	\$333,740	\$0	\$0	\$0	\$0	\$333,740
	Total	Women Business Enterprises		Male		
Contracts						
Number	1	0		1		
Dollar Amount	\$1,161,840	\$0		\$1,161,840		
Sub-Contracts						
Number	2	0		2		
Dollar Amount	\$333,740	\$0		\$333,740		

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

**Table 9 – Minority Owners of Rental Property**

	Total	Minority Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	\$0	\$0	\$0	\$0	\$0	\$0

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired and the cost of acquisition

**Table 10 – Relocation and Real Property Acquisition**

Parcels Acquired	0	\$0
Businesses Displaced	0	\$0
Nonprofit Organizations Displaced	0	\$0
Households Temporarily Relocated, not Displaced	20	\$3,381.99

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	\$0	\$0	\$0	\$0	\$0	\$0

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

**Table 11 - Number of Households**

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	170	206
Number of Special-Needs households to be provided affordable housing units	0	0
Total	170	206
NOTES:		

**Table 12 - Number of Households Supported**

	One-Year Goal	Actual
Number of households supported through Rental Assistance	140	180
Number of households supported through The Production of New Units	2	0
Number of households supported through Rehab of Existing Units*	28	*26
Number of households supported through Acquisition of Existing Units	0	0
Total	170	206
NOTES: * Includes 3 owner-occupied housing rehabilitation projects and 23 tenant-occupied units completed during the 2024-2025 program year.		

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Two high priority affordable housing goals were identified in the 2020-2024 Consolidated Plan to provide the framework necessary to invest CDBG and HOME funds to address affordable housing needs. These include Affordable Housing Preservation and Affordable Housing Development. Tables 11 and 12 indicate the number of households supported with affordable housing assistance through the CDBG and HOME programs during the 2024-2025 Program Year.

As the City's housing stock ages, a growing percentage of housing units may need rehabilitation to allow them to remain safe and habitable. The situation is of particular concern for low- and moderate-income homeowners who are generally not in a financial position to properly maintain their homes. During the program year, the City completed three (3) homeowner housing rehabilitation projects. An additional one (1) project is ongoing and anticipated to be completed during the next program year. Affordable housing renovations are typically multi-year projects and are subject to the ability to secure funding from various sources. Often, the ability to meet the anticipated goals is dictated by various factors that can create disparities between goals and actual outcomes such as: funding availability, costs of raw materials, timing, and project schedules. Unexpected challenges are commonly encountered during the repair phase of the project which causes delays that impact project delivery.

To increase the supply of affordable housing, the 2024-2025 Action Plan allocated \$778,298.53 of HOME funds towards an affordable housing development activity. Of the federal resources available, HOME funding provides the most viable resource due to the amount of funding available, however, it is burdened with considerable regulatory compliance requirements. This is further exacerbated by the current real estate market that provides a limited inventory of properties that meet the pricing requirements of the HOME program as well as the lack of qualified Community Housing Development Organizations (CHDOs) in the region. As a result, the City was unable to reach its intended goal of developing two (2) units for income-qualified residents.

In addition, the City has an ongoing project that would invest \$4,170,542 in HOME funds to rehabilitate three (3) city-owned properties comprised of 18-units occupied by very low- and low-income residents. Since the start of the previous program year, the City attempted to solicit bids from qualified contractors on three (3) separate occasions. In response to the first Notice Inviting Bids (NIB), the City did not receive any bids. In response to the second NIB, the City received two (2) bids that were nearly twice as much as the City's independent cost estimate. As such, the City decided to split the project into two phases. The first half will focus on the exterior façade improvements, whereas the second half will focus on the interior rehabilitation work. Thereafter, the City published and advertised the third NIB. While there were 12 interested contractors present at the pre-bid job walk, only one (1) contractor submitted a bid. After reviewing the submitted bid, the City deemed the proposed price to be reasonable and the contractor to be qualified. Through its procurement process, the City showed that after solicitation of a number of sources, competition was determined inadequate. In this instance, HUD approved the City's request for a noncompetitive procurement for this specific instance to facilitate the project moving forward. As of June 30, 2025, the City has made significant progress on this project by completing 13 units and anticipates completing the remaining five (5) units during the next program year.

Discuss how these outcomes will impact future annual action plans.

The 2020-2024 Consolidated Plan identified a high priority need to preserve the supply to affordable housing. During the 2024-2025 Program Year, the City of Hawthorne invested CDBG funds in the rehabilitation of three (3) owner-occupied housing units. In addition, the City currently has one household that has been

approved under the Housing Rehabilitation Program and is currently under construction. This project are anticipated to be completed during the first quarter of the 2025-2026 program year.

In addition, during the 2024-2025 program year, the City awarded CDBG funds to Catholic Charities of Los Angeles who was able to provide emergency assistance services to 180 unduplicated residents by providing financial assistance in the form of rental, rental arrear, and utility payments.

In future Action Plans, the City anticipates continuing to invest in affordable housing preservation and in projects that will create new affordable housing opportunities for low-and moderate-income residents. As community needs change the City may need to undertake additional activities to best achieve the City's ability to meet its affordable housing goals. All future Annual Action Plans will provide additional information on any on-going affordable housing activities and the City will continue to assess and determine affordable housing needs that best utilize available funding sources.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

**Table 13 - Number of Households Served**

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	176	0
Low-income	96	13
Moderate-income	13	0
Total	275	13

**Narrative Information**

The 2020-2024 Consolidated Plan identified high priority affordable housing needs including developing new affordable housing units and preserving the supply of affordable owner-occupied housing. To preserve housing that is already affordable to low- and moderate-income homeowners, the City’s Housing Rehabilitation Program provided 4 grants and 1 loan to 4 households during the Program Year. Of those assisted, 3 households were extremely low-income and the remaining 1 was low-income.

To address what HUD defines as “worst case housing need” the City provided funds for the preservation of the physical and functional integrity of existing housing units occupied by low- and extremely low-income residents who would otherwise continue to live in substandard housing because they were not in the financial position to properly maintain their home. This includes attempts to meet the needs of persons with disabilities by making necessary improvements which aid the mobility of the elderly and physically disabled such as shower units with seats, handrails, ramping and reconstructing doorways.

Addressing substandard housing conditions through housing preservation activities is a cost-effective way to invest limited resources to retain housing units that are already affordable to low- and moderate-income residents and ensure all economic segments of the community have the opportunity to live in decent housing.

In future Action Plans, the City anticipates continuing to invest CDBG and HOME funds to address both the preservation and development of affordable housing. As community needs change, the City may need to undertake additional activities to facilitate the City's ability to meet its affordable housing goals. All future Annual Action Plan will provide additional information on any ongoing affordable housing activities and the City will continue to assess and determine affordable housing needs that best utilize available funding sources.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

The Los Angeles Homeless Services Authority (LAHSA) serves as the lead agency for the Los Angeles Continuum of Care (CoC) and coordinates federal, state, and local funding for homeless services across eight Service Planning Areas (SPAs). The City of Hawthorne falls within SPA 8, covering the South Bay region.

To better understand the nature and extent of homelessness, LAHSA conducts an annual Point-in-Time (PIT) Count. The 2024 PIT Count revealed a 16 percent decrease in the total homeless population within SPA 8 compared to 2023. While this reduction suggests progress, thousands of individuals continue to experience homelessness, highlighting gaps in shelter capacity, housing affordability, and supportive services.

The 2024 PIT Count identified 5,428 individuals experiencing homelessness in SPA 8, with 1,436 people (26 percent) residing in emergency shelters or transitional housing and 3,992 individuals (74 percent) living unsheltered. The overwhelming number of unsheltered individuals emphasizes the inadequacy of emergency shelter and transitional housing options in the region.

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

To reach out to unsheltered homeless persons and assess their individual needs for the purpose of connecting them with available emergency shelter and transitional housing resources, the City of Hawthorne, through its Housing Department provided information and referrals – primarily to the Los Angeles County Continuum of Care (CoC) led by the Los Angeles Homeless Services Authority (LAHSA), United Way 2-1-1, and the organizations receiving CDBG funds for homelessness prevention activities.

The Los Angeles CoC has continued to implement a public-facing online system called the Los Angeles Homeless Outreach Portal (LA-HOP) for community stakeholders to inform the outreach system of persons experiencing unsheltered homelessness in need of services. Requests go to a centralized platform and are then routed to the regional Coordinated Entry System (CES). CoC coordinators then triage the requests and ensure that outreach teams are deployed to contact the individual experiencing homelessness within 72 hours of the request.

During the 2024-2025 Program Year, the City awarded four (4) contracts to non-profit organizations using CDBG funds totaling \$83,477 to meet its respective objectives to provide public services that prevent and eliminate homelessness.

- New Star Family Center: Domestic Violence Services (33 residents served)

- Catholic Charities of Los Angeles: St. Margaret’s Emergency Assistance (180 residents served)
- Family Promise of the South Bay: Housing Stabilization Services (31 residents served)
- The Richstone Family Center: Behavioral Health Services (27 residents served)

Additionally, the City’s Recreation and Community Services Department continues to partner with public service providers that offer a variety of programs to those who are homeless or at-risk of becoming homeless.

### Addressing the emergency shelter and transitional housing needs of homeless persons

To address the emergency shelter and transitional housing needs of homeless persons, the City continues to support the New Star Family Center which provides transitional housing assistance, counseling, and case management for survivors of domestic violence and their children who are homeless or at-risk of homelessness after fleeing violent homes. During the Program Year, New Star Family Center served 33 unduplicated persons via its Domestic Violence Services and Prevention program.

Additionally, the City supports the Family Promise of South Bay which provides emergency transitional shelter and supportive services for Hawthorne residents who have become homeless or are at-risk homelessness. During the Program Year, Family Promise of the South Bay assisted 31 unduplicated residents.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The COVID-19 pandemic resulted in significant business closures and other disruptions that put the City’s residents at risk of losing their housing. To help low-income individuals and families avoid becoming homeless, the City partnered with Catholic Charities of Los Angeles to connect residents at risk of becoming homeless to existing short-term housing and utility assistance programs based on their eligibility and need. As a result of these efforts, Catholic Charities of Los Angeles was able to assist 180 people, of which 142 were extremely low-income individuals and families who represent the highest risk of becoming homeless.

SB 1152 requires hospitals to develop written homeless patient discharging planning policy that coordinates services and referrals with regional social service agencies, medical care, and county behavioral health services.

Inadequate discharge planning and coordination contributes to homelessness in situations where people are released from public institutions or public systems of care without having an appropriate mainstream or supportive housing option available upon discharge from an institutional setting. Public institutions such as jails, hospitals, treatment facilities, mental health facilities, youth facilities, and foster care homes are central to limiting the creation of newly homeless persons upon discharge.

In California, discharge coordination and planning is largely unregulated unless county or municipal ordinances provide rules preventing public institutions from discharging people into homelessness. One of the goals included in the Los Angeles Ten Year Strategy to End Homelessness is to formalize protocols and improve the coordination of discharge planning among key institutional systems of care and supervision. The goal calls for the CoC to close the “revolving door” to homelessness so that new persons do not find themselves living in the community without the social and economic support necessary to access and maintain themselves in a safe environment.

The City coordinated with the CoC and other subrecipients receiving CDBG funds to ensure that its HUD-funded programs are targeted, to the greatest extent feasible, to address the discharge of persons from publicly funded institutions or systems of care so that these individuals and families have access to public services and affordable housing opportunities necessary to prevent homelessness. The City will continue to explore additional ways to prevent and address homelessness caused by discharge from public institutions.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

To address the needs of homeless families, families with children, veterans and their families, the City provided \$63,118 of CDBG funds for public service programs through three (3) contracts with non-profit organizations. These programs help individuals and families achieve stability by connecting them to the appropriate resources based on their needs.

Each of these programs provide tailored counseling and case management services to people experiencing homelessness or at-risk of homelessness. During the program year, New Star Family Center served 33 unduplicated persons through its domestic violence prevention services program. Family Promise of the South Bay served 31 unduplicated residents through its housing stabilization program. Additionally, Catholic Charities of Los Angeles assisted 180 unduplicated people through its emergency assistance program. When paired with financial counseling, career coaching, and other available case management services, Hawthorne’s non-profit partners make certain that individuals and families have the tools necessary to succeed.

Additionally, the City’s partnership with LAHSA provides intensive, field-based engagement services and support that meets clients and their families where they live. As a result, the City has been able to leverage its partnerships with the County agencies to bolster its homeless outreach.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### Actions taken to address the needs of public housing

The Hawthorne Housing Authority (HA) is responsible for the administration and oversight of the City's public and assisted housing programs. The HA plays a vital role in helping low-income families access safe and affordable housing through the Housing Choice Voucher (HCV) program. As of the 2024 Public Housing Agency (PHA) Plan, the City's official allocation from HUD, known as its Annual Contributions Contract (ACC) inventory, includes 726 vouchers. Through portability provisions, which allow voucher holders to use their assistance in different jurisdictions, the City also serves residents with vouchers issued by the Los Angeles County Development Authority (LACDA) and the Housing Authority of the City of Los Angeles (HACLA). As a result, a total of 1,160 HCV participants live in Hawthorne, benefitting from rental support while expanding their housing choices.

Currently, the HA does not own or manage any HUD public housing developments. However, the City is within the service area of LACDA which currently manages a portfolio of nearly 3,000 public housing units and more than 21,000 vouchers. This structure highlights the collaborative nature of public and assisted housing. The HA and LACDA's primary goal is to provide safe, decent, and sanitary housing.

### Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Hawthorne Housing Authority (HA) encourages residents involvement and actively seeks input from residents on the management and implementation of HA policies and procedures. Additionally, LACDA supports resident councils to participate in the decision making process via surveys and other forms of engagement.

LACDA currently administers the Family Self-Sufficiency (FSS) program for public housing residents and Housing Choice Voucher (HCV) program participants. The FSS program provides critical tools and supportive services to foster a resident's transition from financial and housing assistance to economic and housing self-sufficiency, most importantly homeownership. To support this effort, HHA and LACDA utilize marketing materials to outreach and further promote the program's requirements and benefits to all public housing residents. For families that are eligible to participate, a Contract of Participation (COP) is prepared to govern the terms and conditions of their participation and an Individual Training Service Plan (ITSP) is created that outlines the following: supportive services to be provided, activities to be completed by the participant, and agreed upon completion dates for the services and activities. The COP is valid for five years and may be extended to allow the family to meet their ITSP goals.

Once the COP is established and the family experiences an increase in tenant rent as a result of earned income, an escrow account in their name is established and increased earned income is deposited into this account. Escrow accounts are disbursed to the family once the family has graduated successfully from the program. Families are encouraged to utilize these funds towards educational and homeownership endeavors.

Actions taken to provide assistance to troubled PHAs

Not applicable. The Housing Authority is designated as a High Performing Public Housing Agency.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in the sense that barriers are lawful and impediments to fair housing choice are usually unlawful.

Based on information gathered during community meetings, the Consolidated Plan Needs Assessment Survey, the 2021-2029 Housing Element, and market analysis, the primary barriers to affordable housing in Hawthorne continue to be housing affordability and the lack of monetary resources necessary to develop and sustain affordable housing. The two barriers are related in the sense that demand for affordable housing exceeds the supply and insufficient resources are available to increase the supply of affordable housing to meet demand.

To address these barriers, the City has adopted a policy to allow by-right approval of housing developments proposed on non-vacant sites included in the previous Housing Element inventory (5<sup>th</sup> Cycle) and on vacant sites included in the two previous Housing Element inventories (4<sup>th</sup> and 5<sup>th</sup> Cycles), provided that the proposed housing development includes at least 20 percent lower income affordable housing units.

The City is also exploring options to utilize their regulatory powers including density bonuses and financial incentives to promote and facilitate the development of affordable housing. In addition, the City anticipates conducting a review of residential development standards, regulations, ordinances, departmental processing procedures, and permit fees related to construction and rehabilitation to determine any constraints on housing development and modify accordingly.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state and other local sources, the high cost of housing that is not affordable to low-income people, and the lack of availability of home improvement financing in the private lending industry.

To overcome these obstacles, the City continued to invest CDBG and HOME funds through the 2024-2025 Action Plan in projects that provided assistance to low- and moderate-income homeowners for home improvements, projects that provided social services to low- and moderate-income residents and projects that prevented homelessness.

To address underserved needs, the City allocated 100 percent of its non-administrative CDBG and HOME investments for Program Year 2024-2025 to projects and activities that benefit low- and moderate-income people.

The City used its CDBG funds to leverage appropriate state, local, and private resources secured by each non-profit organization providing public services. In addition, the City will seek to leverage other sources of federal, state, and local resources to complement CDBG and HOME funds to meet the underserved needs in the community.

#### Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the rehabilitation of housing units built prior to January 1, 1978 included a lead-based paint testing and risk assessment process. When lead-based paint was identified, the City ensured that developers and contractors incorporated safe work practices and depending on the level of assistance, abated the lead-based paint as part of the scope of work to effectively reduce lead-based paint hazards to children in accordance with federal regulations.

#### Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the Program Year, the City supported the following strategies and actions to reduce the number of poverty-level families:

- Supported housing preservation programs that ensure low- and moderate-income households have a safe, decent, and appropriate place to live;
- Supported public services through various non-profits funded by CDBG that serve the community's youth, families, and residents with special needs
- Supported a continuum of housing and public service programs to prevent and eliminate homelessness

In addition to these local efforts, mainstream state and federal resources also contributed to reducing the number of individuals and families in poverty. Federal programs, such as the Earned Income Tax Credit and Head Start, provide pathways out of poverty for families who are ready to pursue employment and educational opportunities. Additionally, in California, the primary programs that assist families in poverty are CalWORKS, CalFresh (formerly food stamps) and Medi-Cal. Together, these programs provided individuals and families with employment assistance, subsidy for food, medical care, childcare and cash payments to meet basic needs such as housing, nutrition and transportation. Other services were available to assist persons suffering from substance abuse, domestic violence and mental illness.

### Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Hawthorne is best represented through the collaboration between local government and an outstanding set of non-profit organizations that carry out a diverse array of public service programs to enrich the lives of residents. These relationships are collaborative—each organization partnering with the next to ensure that all Hawthorne residents have the support necessary to lead fulfilling lives.

Affordable housing preservation activities were carried out by the Housing Department in partnership with housing contractors. Guided by the Strategic Plan, public service activities are carried out by non-profit organizations to serve low- and moderate-income residents. The Housing Department works with the Public Works Department on city-owned public facilities and infrastructure improvements to ensure their projects are delivered on time, within budget, and in compliance with all federal, state, and local regulations.

Through technical assistance and the annual Notice of Funding Availability process last winter, the City continued to develop and expand local institutional structure by strengthening existing partnerships and leveraging the experience of organizations that previously have not participated in locally-administered federal programs to expand the number of program offerings available to residents.

### Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City consulted with and will continue inviting the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Hawthorne.

Representatives of the City participated in regularly scheduled regional Homeless Coalition meetings by the lead agency of the Continuum of Care, LAHSA. Additionally, City staff partook in neighborhood meetings during the program year to coordinate the efforts of local organizations that are working in neighborhoods to address poverty through direct community engagement.

### Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

Activities implemented during the 2024-2025 Program Year followed the recommendations of the Analysis of Impediments to Fair Housing Choice that was adopted by the City Council on May 12, 2020. For the 2020-2024 planning period, there is one (1) impediment to fair housing choice summarized below.

**Discrimination Against Persons with Disabilities:** According to data provided by the local Fair Housing service provider, the number of fair housing discrimination complaints on the basis of disability accounted for 82 percent of all complaints by Hawthorne residents. Throughout the region, the state, and nationally, disability-related complaints are the leading basis of discrimination cited by residents, accounting for approximately two-thirds of all complaints in some jurisdictions, demonstrating a lack of understanding and sensitivity of the

fair housing rights of persons with disabilities who experience difficulties when requesting reasonable accommodations or modifications. In particular, persons with cognitive disabilities experience significantly more problems with these accommodations.

The Analysis of Impediments to Fair Housing Choice included the following recommendation specific to the City of Hawthorne:

- Work with the City's fair housing services provider, continue to invest in landlord and tenant counseling and mediation services, facilitate educational opportunities for landlords and tenants to provide information concerning the law as it pertains to reasonable accommodations and modifications.
  - For the 2024-2025 Program Year, the City contracted with the Fair Housing Foundation (FHF) to provide fair housing education and general housing services to Hawthorne residents to prevent incidences of housing discrimination. Implementation of the 2020-2024 Fair Housing Plan recommendations during the Program Year was principally undertaken by FHF, with the participation of the City of Hawthorne Housing Department.
  - During the program year, FHF assisted 219 Hawthorne residents with general fair housing services throughout Hawthorne. Outreach included two (2) informational booths at community events; four (4) fair housing presentations to community-based organizations, resident associations, and government agencies, and four (4) walk-in clinics tailored to specific audiences. Topics included federal and state fair housing laws, including protected classes, prohibited practices, and disability accommodations.

## **CR-40 - Monitoring 91.220 and 91.230**

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure that CDBG and HOME funds are used efficiently and in compliance with applicable regulations, the City provided technical assistance to all subrecipients at the beginning of the program year and monitored subrecipients throughout the program year.

### Technical Assistance

To enhance compliance with federal program regulations, the City made technical assistance available to prospective applicants to review the Consolidated Plan goals, program requirements, and available resources with potential applicants. Subsequent to the approval of the Annual Action Plan, a mandatory subrecipient workshop was held in June 2024 to review program regulations in detail, to provide useful forms and resources for documenting compliance, and to review the City's compliance procedures and requirements. Additionally, individualized technical assistance was provided on an as-needed basis during the Program Year.

### Activity Monitoring

All activities were monitored, beginning with a detailed review upon receipt of an application to determine eligibility, conformance with a National Objective and conformance with an Action Plan goal. This review also examined the proposed use of funds, eligibility of the service area, eligibility of the intended beneficiaries and likelihood of compliance with other federal requirements such as the National Environmental Policy Act, the System for Award Management (SAM) debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3, and federal acquisition and relocation regulations, as applicable.

Subrecipients were required to submit an audit and other documentation to establish their capacity, and any findings noted in the audit are reviewed with the applicant. Eligible applicants were then considered for funding. The City reviewed quarterly performance reports and invoices throughout the year as part of its desk monitoring.

For CDBG public service activities, remote monitoring was conducted during the program year to verify compliance. These reviews included both a fiscal and programmatic review of the subrecipient's activities. The reviews determined if each subrecipient complied with the program regulations and City contract. Areas of review included overall administration, financial systems, appropriateness of program expenditures, program delivery, client eligibility determination and documentation, reporting systems, and achievement toward achieving contractual goals. Following the remote monitoring visit, a written report was prepared, delineating the result of the review and any findings of non-compliance and the required corrective action. Subrecipients were given 30 days to provide the City with corrective actions taken to address any noted

findings. For CDBG capital projects, monitoring also included compliance with labor standards and regulatory agreement requirements.

For HOME funded activities, the annual monitoring is currently underway and is being performed on renter occupied units to ensure that household income, rents, and utility allowances were in compliance with applicable limits pursuant to the affordability covenant.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the *Hawthorne Press Tribune* on August 21, 2025, notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report (CAPER) for a 15-day public review and comment period. A copy of the public notice is included in Appendix A.

The draft CAPER was available from August 25, 2025, to September 9, 2025 on the City's website. Physical copies were also available at City Hall and the public library. Residents were encouraged to review the CAPER and provide any written comments by mail to Kimberly Mack, Housing Director, or via email to [kmack@cityofhawthorne.org](mailto:kmack@cityofhawthorne.org). A summary of any written comments received during the public review and comment period are included in the CAPER submission to HUD as Appendix A.

A public hearing was conducted before the City Council on Tuesday, September 9, 2025 to solicit comments from residents and interested parties. A summary of any written or oral comments received during the public hearing are included in Appendix A of the final approved CAPER.

## **CR-45 - CDBG 91.520(c)**

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The 2024-2025 Program Year was the fifth year of the 2020-2024 Consolidated Plan. The City made progress towards its five-year and one-year goals for this reporting period and did not change its program objectives or the projects and activities that utilized CDBG and HOME funds. The 2024-2025 projects were successful, and therefore, no changes are anticipated to be made for the City's future objectives.

CDBG and HOME funded activities contributed significantly to the City's progress toward meeting the high priority needs identified in the Consolidated Plan. As shown in Table 1 on page 2 of this document, CDBG funds are contributing to four Strategic Plan goals including Fair Housing Services, Public Services, Affordable Housing Preservation, as well as Public Facilities and Infrastructure Improvements.

## CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Maintaining HOME-assisted affordable housing is a high priority. During the Program Year, the Housing Department conducted physical inspections of HOME-assisted properties currently in their affordability period as required to determine compliance with the housing codes and other applicable regulations. When any deficiencies exist, the property owner and property management will be notified to make repairs and Housing Department staff will follow up to ensure completion of the required repairs. The following HOME-assisted projects are subject to on-site inspection:

- 11537 Gale Avenue – 5 units
- 11605 Gale Avenue – 10 units
- 12529 Truro Avenue – 3 units

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Each of the HOME-assisted properties with more than five units maintains an Affirmative Fair Housing Marketing Plan. During annual monitoring, the annual Affirmative Fair Housing Marketing Report and waitlist are reviewed to ensure compliance with HUD requirements to affirmatively further fair housing choice.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

A total of \$0.00 of HOME program income was receipted during the Program Year. A balance of \$32,194.75 of program income was on hand at the end of the reporting period.

Describe other actions taken to foster and maintain affordable housing. 91.220(k)

In the implementation of the 2024-2025 Action Plan, the City utilized HOME funds to preserve and maintain affordable housing by rehabilitating the existing housing stock of the City through its Housing Rehabilitation program. In addition, the City continued the process of updating its Housing Element to ensure it is prepared to meet the future housing needs of Hawthorne for the 2021-2029 planning period. This policy document identifies the goals, policies, and programs that the City will use to direct and guide actions related to housing.



# APPENDIX A

## Citizen Participation



# APPENDIX B

IDIS Reports



**AGENDA ITEM NO. 9.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025

Originating Department: Police Department

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**City Manager: Department Head:**

**SUBJECT:**

First Amendment to the Agreement with the City of Inglewood for Provision of Supplemental Law Enforcement Services for Special Events.

**RECOMMENDED MOTION:**

Approve the proposed Amendment to Agreement with the City of Inglewood for supplemental law enforcement services for special events in the City of Inglewood, and authorize the City Manager or the Chief of Police to execute all documents related thereto.

**DISCUSSION:**

In July 2021, the City of Hawthorne entered into an agreement with the City of Inglewood to provide supplemental law enforcement officers for large events at venues in Inglewood. Under this agreement, Hawthorne police officers, along with Sheriff's deputies, provided additional security at SoFi Stadium and other venues. All costs associated with this service were reimbursed by Inglewood.

In April 2022, both cities agreed to a First Amendment to the original agreement, reflecting an increase in hourly pay for Hawthorne police officers. Subsequently, in September 2023, a Second Amendment was agreed upon, further increasing the hourly pay for Hawthorne police officers. The original agreement, extended through these two 12-month amendments, resulted in a new agreement entered into in September 2024, which also included a corresponding increase in hourly pay for Hawthorne police officers.

The agreement that was entered into by both cities in September 2024 will expire this month (September 2025), and a new amendment is necessary. Both cities have agreed to a First Amendment to the existing agreement, that incorporates an increase in hourly pay for Hawthorne police officers, police sergeants, and police lieutenants.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

None

**FISCAL IMPACT:**

None

**NOTICING PROCEDURE:**

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

**ATTACHMENTS**

First Amendment to the July 2021 Agreement with the City of Inglewood  
Second Amendment to the July 2021 Agreement with the City of Inglewood  
September 2024 Proposed Supplemental LES Agreement Hawthorne 2024 with Exhibit A  
Amendment 1 to Agreement 25-003



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**AGREEMENT No.: 21- 191**

**FIRST AMENDMENT TO AGREEMENT No.: 21-191**

**THIS AGREEMENT** is made and entered into this 26th day of April, 2022, by and between the City of Inglewood, a municipal corporation and charter city ("Inglewood") and City of Hawthorne, a municipal corporation ("Public Entity")

**WHEREAS**, City and Public Entity entered into Agreement No. 21-191 on July 14, 2021 for the performance of supplemental law enforcement functions related to special events ("Events") taking place in the City of Inglewood; and

**WHEREAS**, the Parties wish to amend Agreement No. 21-191 to adjust the hourly rate for the services provided, provide additional funding and to exercise the option to extend; and

**NOW THEREFORE**, pursuant to the authority set forth in Government Code sections 54981 and 55632 and in consideration of mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree to amend Agreement No. 21-191 as follows:

**Section 1.**

The billing rate sheet identified as Exhibit "A" attached to Agreement No. 21-191 is replaced by the attached Exhibit "A". The hourly rates for law enforcement services shall be billed at the rates attached.

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1 **Section 2.**

2 Delete and replace Article 3.3 COMPENSATION, to read as follows:

3 3.3 The maximum compensation for Public Entity supplemental law  
4 enforcement services shall not exceed two million one hundred thirty two thousand  
5 dollars (\$2,132,000), as set forth as follows:

6 City Fiscal Year 2021-22

7 Original Agreement	\$500,000
8 <u>Amendment 1</u>	<u>\$300,000</u>
9 Subtotal	\$800,000

10

11 <u>City Fiscal Year 2022-23</u>	<u>\$1,332,000</u>
12 TOTAL:	\$2,132,000

13

14 **Section 3.**

15 Pursuant to Article 5 of Agreement No. 21-191, this Agreement is extended for  
16 an additional period of one year and shall remain in effect through September 30, 2023,  
17 unless sooner terminated or extended in whole or in part as provided for herein.

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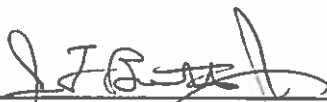
1 **Section 4.**

2 The parties agree that all other provisions, terms, and conditions of Agreement  
3 No. 21-191 shall remain unchanged and in full effect and force.

4 **IN WITNESS WHEREOF**, the City of Inglewood and Public Entity, have executed  
5 this Agreement as of the date first above written.

6  
7 **CITY OF INGLEWOOD**

**CITY OF HAWTHORNE**

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11 James T. Butts, Jr., Mayor

  
Alex Vargas, Mayor


12 **ATTEST:**

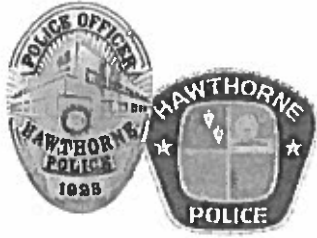
**APPROVED AS TO FORM:**

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15 Aisha L. Thompson, City Clerk

  
Robert Kim, City Attorney

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17 **APPROVED AS TO FORM:**

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20 Kenneth R. Campos, City Attorney



# POLICE DEPARTMENT

Est. 1922

CITY OF HAWTHORNE

## HOURLY RATES

FY 2022-23

PUBLIC ENTITY CONTRACT  
HOURLY RATES FOR LAW ENFORCEMENT SERVICES

Service Unit	Hourly Rate	Liability	Total
Police Officer	\$105.00	0	\$105.00
Police Sergeant	N/A (\$105.00)*	0	N/A (\$105.00)*
Police Lieutenant	N/A (\$105.00)*	0	N/A (\$105.00)*

\*For any reimbursed paid detail staffed by a Hawthorne Police sergeant or lieutenant, in addition to, or in lieu of, a Hawthorne Police officer, the entity invoiced for the services provided will be charged only the established "Police Officer" rate listed above.

## MEMORANDUM OF LIABILITY COVERAGE

FOR THE

INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY  
(Hereinafter referred to as “ICRMA”)

This Memorandum of Liability Coverage (MEMORANDUM) does not provide insurance, but instead provides for pooled risk sharing. This MEMORANDUM is a negotiated agreement among the members of the Independent Cities Risk Management Authority (ICRMA). No MEMBER is entitled to rely on any contract interpretation principles pertaining to contracts of adhesion and/or that require ambiguous language to be interpreted against the drafter of such agreement. This MEMORANDUM shall be applied according to the principles of contract law, as applied to joint powers authorities as discussed in case law interpreting memoranda of coverage, including but not limited to *Southgate Recreation and Park District v. California Association for Park and Recreation Services* (2003) 106 Cal.App.4th 293, and *City of South El Monte v. Southern Cal. Joint Powers Ins. Authority* (1995) 38 Cal.App.4th 1629, giving full effect to the intent of the MEMBERS of ICRMA, acting through the Board in adopting this MEMORANDUM. Any citation or reference to insurance law in interpreting this MEMORANDUM is only for purposes of illustration or comparison, and does not constitute a waiver by the MEMBERS of ICRMA of the position that this MEMORANDUM is not an insurance policy and that insurance law does not apply. Each MEMBER of ICRMA specifically waives and rejects the argument that this MEMORANDUM is an adhesion contract or is akin to or the functional equivalent of an insurance policy, or any similar arguments or positions. As ICRMA is not an insurer, it has no obligation to issue reservation of rights letters, nor does it have an obligation to provide “Cumis” counsel to a COVERED PARTY in disputed coverage situations under Civil Code section 2860. Failure to provide notice to a COVERED PARTY of any coverage issue shall not operate to waive any of the provisions of this MEMORANDUM.

Throughout this MEMORANDUM, words and phrases that appear capitalized have special meanings. They are defined in Section II - Definitions.

In consideration of the deposit premium, each MEMBER agrees with its fellow MEMBERS on the Board of ICRMA as follows:

### **Section I – Coverages / Duty to Defend**

ICRMA will pay up to the LIMIT OF COVERAGE set forth in Section IV those sums on behalf of the COVERED PARTY for ULTIMATE NET LOSS in excess of the RETAINED LIMIT that the COVERED PARTY becomes legally obligated to pay as DAMAGES because of BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, WRONGFUL EMPLOYMENT PRACTICES and/or PUBLIC OFFICIALS’ ERRORS AND OMISSIONS caused by an OCCURRENCE except as otherwise excluded.

ICRMA will pay only those DEFENSE COSTS that are incurred in compliance with the Litigation Management Policies and Procedures (LMPP) and expressly approved by ICRMA, either directly or through the use of a vendor performing bill review services. Only those DEFENSE COSTS that are incurred in compliance with the Litigation Management Policies and Procedures (LMPP) and expressly approved by ICRMA, either directly or through the use of a vendor performing bill review services, shall be applied toward the RETAINED LIMIT.

ICRMA shall have a duty to pay DEFENSE COSTS on behalf of a MEMBER only as long as the CLAIM can be reasonably construed to seek DAMAGES covered by this MEMORANDUM. Insurance law as set forth in *Gray v. Zurich Ins. Co.* (1966) 65 Cal.2d 263, and related cases interpreting insurance policies or other adhesion contracts shall not apply to assessing ICRMA's duty to pay DEFENSE COSTS. In considering the duty to pay DEFENSE COSTS, ICRMA may consider facts outside the allegations of the CLAIM. This paragraph states the existing intent of the MEMBERS of ICRMA as to all considerations of the duty to pay DEFENSE COSTS under any negotiated Memorandum of Coverage agreement entered into by the MEMBERS of ICRMA.

## **Section II – Definitions**

1. AIRCRAFT - means an operational vehicle designed for the transport of persons or property principally in the air.
2. APPROVED PANEL COUNSEL - means a panel of attorneys approved and maintained by ICRMA to provide liability defense services to COVERED PARTIES. APPROVED PANEL COUNSEL attorneys shall comply with ICRMA Litigation Management Guidelines.
3. AUTOMOBILE - means a self-propelled land motor vehicle and/or trailer or semi-trailer, including any attached machinery or equipment, designed for travel on public roads and subject to motor vehicle registration, but does not include MOBILE EQUIPMENT.
4. BODILY INJURY - means physical injury, emotional injury, sickness, or disease sustained by a person, including death resulting from any of these at any time. BODILY INJURY includes DAMAGES claimed by any person or organization for care, loss of services or death resulting at any time from the BODILY INJURY.
5. CLAIM - means a demand, action, or suit against a COVERED PARTY to recover DAMAGES within or alleged to be within the terms set forth in this MEMORANDUM. A demand, action, or suit for injunctive relief, administrative relief, declaratory relief, restitution, issuance of permits or licenses, any administrative proceedings, or other non-monetary forms of relief does not constitute a CLAIM for DAMAGES. Complaints filed with or other proceedings before the California Department of Fair Employment and Housing or the federal Equal Employment Opportunity Commission shall be considered CLAIMS.
6. COMMUNICABLE DISEASE – means any disease, illness, or bodily condition caused by the direct or indirect transmission by any means of or exposure to an INFECTIOUS

AGENT including, but not limited to, those arising out of coronavirus (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), and any mutations arising from or relating thereto.

7. COVERED PARTY - means:

- (a) The MEMBER named in the Declarations, including any and all councils, commissions, agencies, districts, authorities, boards, including the governing board or similar entities coming under such MEMBER'S direction or control or for which such MEMBER'S board members sit as the governing body. COVERED PARTY includes departments and constituent agencies of the MEMBER, except an airport or hospital board or commission, regardless of how such body is denominated.
- (b) Persons who are past or present elected or appointed officials, employees, or volunteers of the MEMBER whether or not compensated, while acting for or on behalf of the MEMBER, at the direction of the MEMBER, including while acting on outside boards or any other joint powers authority, or any separate agency or entity created by a joint powers agreement, subject to the provisions of subparagraph (e), except any airport or hospital board or commission, regardless of how such body is denominated, provided, however, that an airport board or commission may be added to this MEMORANDUM by endorsement on approval of the Board.
- (c) Any person or entity identified as a COVERED PARTY, holding a certificate of coverage duly issued by ICRMA but only for OCCURRENCES arising out of the activity described on the certificate of coverage.
- (d) Any officer or director of ICRMA, and the staff and employees thereof, while in the course and scope of their duties for ICRMA, with respect to PUBLIC OFFICIALS' ERRORS AND OMISSIONS coverage.
- (e) COVERED PARTY does not include any person, organization, trust, or estate or any other entity for any risk, claim, or loss which is incurred or occurs under any other joint powers authority, or any joint powers agreement which creates a separate agency or entity, unless added hereto by endorsement. However, as to a MEMBER, or a person who is an official, employee, or volunteer of the MEMBER acting on behalf of the MEMBER, who is participating in the activities of any other joint powers authority or any separate agency or entity created under any joint powers agreement on behalf of that MEMBER, the coverage afforded by this MEMORANDUM will apply in excess of and shall not contribute with all collectible insurance or other coverage provided to or through the other joint powers authority or joint powers agreement covering a loss also covered hereunder (whether on a primary, excess, or contingent basis).
- (f) With respect to any AUTOMOBILE owned by the COVERED PARTY or leased or hired or loaned for use by or on behalf of the COVERED PARTY, any person

while using such AUTOMOBILE in the course and scope of employment and any person or organization legally responsible for the use thereof, provided its actual use is with the permission of the COVERED PARTY named in the Declarations, except:

- i. Any person or organization, or any agent or employee thereof, operating an AUTOMOBILE sales agency, repair shop, service station, storage garage, or public parking place, with respect to an OCCURRENCE arising out of the operation thereof, including road testing and delivery; or
  - ii. The owner or any lessee, other than the COVERED PARTY, of a leased or hired AUTOMOBILE or any agent or employee of such owner or lessee.
  - iii. This MEMORANDUM does not provide uninsured or underinsured motorist coverage.
- (g) The term COVERED PARTY, and any sub-terms, including entity, covered individual, and additional covered party, are used severally and not collectively, but the inclusion herein of more than one COVERED PARTY shall not operate to increase the limits of ICRMA's liability or the RETAINED LIMIT.
- (h) Notwithstanding sections (b) and (g) above, the defense and indemnity coverage afforded by this MEMORANDUM to a past or present official, employee, or volunteer of a MEMBER is not broader than the MEMBER'S duty to defend and indemnify its officials, employees, or volunteers pursuant to California Government Code Sections 815, 815.3, 825 to 825.6, 995 to 996.6, inclusive, and any amendments thereof. If the MEMBER which employs the official, employee, or volunteer is not obligated under the California Government Code to provide a defense, or to provide indemnity for a CLAIM, or if said MEMBER refuses to provide such defense and/or indemnity to said official, employee, or volunteer, then this MEMORANDUM shall not provide any such defense or indemnity coverage to said official, employee, or volunteer. All immunities, defenses, rights and privileges afforded to a MEMBER under California Government Code Section 815, 815.3, 825 to 825.6, 995 to 996.6, inclusive, and any amendments thereof shall be afforded to ICRMA to bar any defense or indemnity coverage under this MEMORANDUM to that MEMBER'S official, employee, or volunteer.
8. CYBER LIABILITY - means any liability arising out of or related to the acquisition, storage, security, use, misuse, disclosure, or transmission of electronic data of any kind including, but not limited to, technology errors and omissions, information security and privacy, privacy notification costs, penalties for regulatory defense or penalties, website media content, disclosure or misuse of confidential information, failure to prevent unauthorized disclosure or misuse of confidential information, improper or inadequate storage or security of personal or confidential information, unauthorized access to computer systems containing confidential information, or transmission or failure to prevent transmission of a computer virus or other damaging material.

9. **DAM** - means any artificial barrier, together with appurtenant works, which does or may impound or divert water, and which either; (a) is 25 feet or more in height from the natural bed of the stream or watercourse at the downstream toe of the barrier, or from the lowest elevation of the outside limit of the barrier, if it is not across a stream, channel, or watercourse, to the maximum possible water storage elevation; or (b) has an impounding capacity of 50 acre-feet or more.

Any such barrier which is not in excess of 6 feet in height, regardless of storage capacity, or which has a storage capacity not in excess of 15 acre-feet, regardless of height, shall not be considered a DAM.

No obstruction in a canal used to raise or lower water therein or divert water therefrom, no levee, including but not limited to a levee on the bed of a natural lake the primary purpose of which levee is to control floodwaters, no railroad fill or structure, no road or highway fill or structure, no circular tank constructed of steel or concrete or of a combination thereof, no tank elevated above the ground, no water or waste water treatment facility, and no barrier which is not across a stream channel, watercourse, or natural drainage area and which has the principal purpose of impounding water for agricultural use or storm water detention or water recharging or use as a sewage sludge drying facility shall be considered a DAM. In addition, no obstruction in the channel of a stream or watercourse which is 15 feet or less in height from the lowest elevation of the obstruction and which has the single purpose of spreading water within the bed of the stream or watercourse upstream from the construction for percolation underground shall be considered a DAM. Nor shall any impoundment constructed and utilized to hold treated water from a sewage treatment plant be considered a DAM. Nor shall any wastewater treatment or storage pond exempted from state regulation and supervision by Water Code Section 6025.5 be considered a DAM.

10. **DAMAGES** - means compensation in money recovered by a party for loss or detriment it has suffered through the acts of a COVERED PARTY, or for liability assumed by the COVERED PARTY under a NON-EXCLUDED INDEMNITY CONTRACT. If such compensation in money is recovered, then DAMAGES also includes attorney fees and costs not based on contract awarded against the COVERED PARTY, if the fees or costs arise from an OCCURRENCE to which this coverage applies. If a CLAIM does not allege or seek compensation in money, then the Authority has no duty to pay DEFENSE COSTS even if the CLAIM alleges or seeks attorney fees and costs not based on contract.
11. **DEFENSE COSTS** - means fees and expenses incurred by the COVERED PARTY caused by and relating to the defense or appeal of a CLAIM including attorney's fees, court costs and interest on judgments accruing after entry of judgment. DEFENSE COSTS shall also include reasonable attorney fees and necessary litigation expenses incurred by or for a party other than the COVERED PARTY which are assumed by the COVERED PARTY in a NON-EXCLUDED INDEMNITY CONTRACT, where such attorney fees or costs are attributable to a CLAIM for DAMAGES covered by this MEMORANDUM. DEFENSE COSTS shall not include the office expense of ICRMA or the COVERED PARTY, nor

expenses of a claims administrator engaged by the MEMBER, nor shall it include costs of attorneys retained by ICRMA to represent solely its interests.

12. **EMPLOYEE** - means any person whose labor or services is engaged and directed by a MEMBER, whether past, present or future, including a volunteer, official, or applicant for employment. This includes part-time, seasonal, and temporary labor or services, as well as any person employed in a supervisory, managerial, or confidential position. EMPLOYEE shall not include leased employees, independent contractors or subcontractors, agents, or servants of any MEMBER unless the MEMBER has the right to and does control and direct the details of how the work is to be performed and provides substantially all supplies and equipment necessary to the work.
13. **INFECTIOUS AGENT** – means any bacteria, virus, toxin, parasite, organism, microorganism, or biological entity capable of causing a COMMUNICABLE DISEASE or exacerbating or accelerating an existing bodily condition or illness.
14. **INVERSE CONDEMNATION** - means a CLAIM under the California Constitution or United States Constitution alleging that the COVERED PARTY has taken or damaged real, personal, tangible or intangible private property for public use through any means, including land use restrictions.
15. **LIMIT OF COVERAGE** – means the amount of coverage stated in the Declarations or certificate of coverage issued by ICRMA, subject to any applicable sub-limit.
16. **MEMBER** - means the entity named in the Declarations.
17. **MEMORANDUM** - means the Memorandum of Liability Coverage for ICRMA including any endorsements thereto.
18. **MEMORANDUM PERIOD** - means the period stated in the Declarations.
19. **MOBILE EQUIPMENT** - means any of the following types of land vehicles, including any attached machinery or equipment:
  - (a) Bulldozers, forklifts, and other vehicles designed principally for use off public roads;
  - (b) Vehicles that travel on crawler treads;
  - (c) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment of the following types: power cranes, shovels, loaders, diggers, drills, graders, scrapers, rollers;
  - (d) Vehicles which are not self-propelled, maintained to provide mobility to permanently attached equipment of the following types: air compressors, pumps

and generators for spraying, welding, building cleaning, geophysical exploration, lighting and well servicing, and equipment to raise and lower workers.

20. **NON-EXCLUDED INDEMNITY CONTRACT** - means that part of any contract or agreement pertaining to the MEMBER'S routine governmental operations under which the MEMBER assumes the tort liability of another party to pay for **BODILY INJURY** or **PROPERTY DAMAGE** to a third person or organization. This definition applies only to tort liability arising out of an **OCCURRENCE** to which this **MEMORANDUM** applies. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
21. **NUCLEAR MATERIAL** - means Source Material, Special Nuclear Material, or Byproduct Material. Source Material, Special Nuclear Material and Byproduct Material have the meanings given to them by the Atomic Energy Act of 1954 and any law amendatory thereof.
22. **OCCURRENCE** - means:
- (a) With respect to **BODILY INJURY** or **PROPERTY DAMAGE**: an accident, including continuous or repeated exposure to substantially the same generally harmful conditions, which results during the **MEMORANDUM PERIOD** in **BODILY INJURY** or **PROPERTY DAMAGE** neither expected nor intended from the standpoint of the **COVERED PARTY**.
- PROPERTY DAMAGE** which is loss of use of tangible property not physically injured shall be deemed to occur at the time of the **OCCURRENCE** which caused it.
- (b) With respect to **PERSONAL INJURY, WRONGFUL EMPLOYMENT PRACTICES** and **PUBLIC OFFICIALS' ERRORS & OMISSIONS**: an offense, act, omission, or policy described in the definitions of such terms which first occurs during the **MEMORANDUM PERIOD**.

Subject to specific provisions of this **MEMORANDUM** regarding **SEXUAL ABUSE, PROPERTY DAMAGE** or **BODILY INJURY** occurring over more than one **MEMORANDUM PERIOD** shall be deemed to occur during only one **MEMORANDUM PERIOD**, and that **MEMORANDUM PERIOD** shall be when any **PROPERTY DAMAGE** or **BODILY INJURY** was first discovered. Coverage for such **PROPERTY DAMAGE** or **BODILY INJURY** shall be provided by at most one Memorandum of Coverage issued by the Authority.

Subject to specific provisions of this **MEMORANDUM** regarding **SEXUAL ABUSE, with respect to PERSONAL INJURY, WRONGFUL EMPLOYMENT PRACTICES, and PUBLIC OFFICIALS' ERRORS AND OMISSIONS, an OCCURRENCE** with a duration of more than one **MEMORANDUM PERIOD** shall be treated as a single **OCCURRENCE** arising during the **MEMORANDUM PERIOD** when the **OCCURRENCE** began.

23. **PERSONAL INJURY** – means injury, including emotional injury, arising out of one or more of the following offenses:
- (a) False arrest, detention or imprisonment, malicious prosecution or abuse of process;
  - (b) Wrongful entry into or eviction of a person from a room or dwelling or premises that the person occupies, or other invasion of the right of private occupancy;
  - (c) Publication or utterance of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or infringement of copyright, title or slogan, or oral or written publication of material that violates a person's right of privacy;
  - (d) Injury resulting from the use of reasonable force for the purpose of protecting persons or property; or
  - (e) Discrimination against any non-EMPLOYEE based upon race, religion, nationality, national origin, color, creed, sex, sexual preference, handicap, disability, age or employment, or violation of civil rights.
24. **POLLUTANTS** – means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, airborne particles or fibers, silica, bacteria, molds and/or fungus, waste and/or electromagnetic fields, shooting ranges, lead, volatile organic compounds (VOC), radioactive materials, any pesticide or herbicide, and asbestos in any form. Waste includes materials to be discarded or to be recycled, reconditioned or reclaimed. The term POLLUTANTS as used herein does not mean potable water, agricultural water, water furnished to commercial users, or water used for fire suppression.
25. **PROPERTY DAMAGE** - means:
- (a) Physical injury to tangible property, including all resulting loss of use to that property; or
  - (b) Loss of use of tangible property that is not physically injured.
26. **PUBLIC OFFICIALS' ERRORS AND OMISSIONS** - means any actual or alleged misstatement or misleading statement or error or omission, by any individual COVERED PARTY (defined as those individuals described in paragraphs (b), (c) or (d) of the definition of COVERED PARTY), individually or collectively, arising in the course and scope of the individual's duties with the COVERED PARTY or claimed against them solely by reason of the individual being or having been a public official or EMPLOYEE, and which results in damage neither expected nor intended from the standpoint of the COVERED PARTY. In the event a claim is made against a MEMBER arising out of a claim or potential claim against an individual COVERED PARTY which falls within this

definition, then the coverage afforded by this definition shall also apply to the MEMBER, subject to all terms, conditions and exclusions in this MEMORANDUM, whether or not any individual COVERED PARTY is specifically named in a claim or lawsuit. All CLAIMS involving the same misstatement or misleading statement or error or omission or a series of continuous or repeated misstatements or misleading statements or errors or omissions will be considered as arising out of one OCCURRENCE.

27. **REPORTING OFFICIAL** – means mayor, city council, city manager, city attorney, assistant city manager, director of human resources, risk manager or equivalent positions.
28. **RETAINED LIMIT** – means the amount stated in the Declarations which the MEMBER must pay before ICRMA is obligated to make any payment. RETAINED LIMIT consists of all DEFENSE COSTS and payment of any settlement or judgment for DAMAGES covered by this MEMORANDUM. Only those DEFENSE COSTS that are incurred in compliance with the Litigation Management Policies and Procedures (LMPP) and expressly approved by ICRMA, either directly or through the use of a vendor performing bill review services, shall be applied toward the RETAINED LIMIT. For each OCCURRENCE, there shall be only one RETAINED LIMIT per MEMBER regardless of the number of claimants or COVERED PARTIES against whom a claim is made. If the COVERED PARTY is named as an additional insured or an additional covered party under an insurance program of a third party providing services or materials to the COVERED PARTY, payment under said insurance shall apply to the satisfaction of that RETAINED LIMIT.
29. **SEXUAL ABUSE** - means any actual, attempted or alleged criminal sexual conduct of a person, or persons acting in concert, regardless if criminal charges or proceedings are brought, which causes physical and/or mental injuries. SEXUAL ABUSE also includes actual, attempted or alleged: sexual molestation, sexual assault, sexual exploitation or sexual injury. Any or all acts of SEXUAL ABUSE shall be deemed to constitute intentional conduct by the perpetrator done with willful and conscious disregard of the rights or safety of others, or with malice, or conduct that is malicious, oppressive or in reckless disregard of the claimant's or plaintiff's rights.
30. **ULTIMATE NET LOSS** - means the total of all DEFENSE COSTS incurred by the COVERED PARTY and all DAMAGES for which the COVERED PARTY is liable either by adjudication or by compromise, arising from an OCCURRENCE to which this MEMORANDUM applies. ULTIMATE NET LOSS does not include attorneys' fees or costs awarded to the prevailing party in a suit except where such attorneys' fees or costs are attributable to a CLAIM for DAMAGES covered by this MEMORANDUM.
31. **UNMANNED AIRCRAFT** – means a device or machine that is intended to navigate in the air without an on-board pilot, also commonly referred to as a “drone.”
32. **WATERCRAFT** - means an operational vehicle in excess of 27 feet designed for the transport of persons or property principally on the water.

33. **WRONGFUL EMPLOYMENT PRACTICES** - means policies, acts or omissions that lead to an **EMPLOYEE'S CLAIM** of harassment, wrongful termination, wrongful failure to employ, retaliation, or unlawful discrimination or violation of civil rights. The exclusion of independent contractors or subcontractors from the definition of **EMPLOYEE** shall not apply to a **CLAIM** for harassment specifically authorized under Cal. Gov. Code §12940(j)(4) and (5). This exception shall not apply to any of the other types of harassment set forth in Cal. Gov. Code §12940(j)(4) and (5).

### **Section III – Defense and Settlement**

ICRMA shall have no duty to assume charge of the investigation or defense of any **CLAIM**. However, ICRMA shall have the right to assume control of or participate in the negotiation, investigation, defense, settlement or appeal of any **CLAIM** which ICRMA determines, in its sole discretion, to have a reasonable probability of resulting in an **ULTIMATE NET LOSS** in excess of the **RETAINED LIMIT**. Decisions by ICRMA whether to assume control of the negotiation, investigation, defense, appeal, or settlement of a **CLAIM**, or whether or not coverage exists for a particular claim or part of a **CLAIM**, shall be made by the Claims Committee as soon as practicable, in a manner directed by the Claims Committee. If ICRMA assumes control of a **CLAIM**, the **COVERED PARTY** shall be obligated to pay, at the direction of ICRMA, any sum necessary for the settlement of the **CLAIM**, or to satisfy liability imposed by law, up to the **RETAINED LIMIT**. If the **MEMBER** refuses to pay its **RETAINED LIMIT** on demand by ICRMA with respect to any **CLAIM**, said **CLAIM** shall not be covered under this **MEMORANDUM**.

Whether or not ICRMA assumes control of the negotiation, investigation, defense, settlement or appeal of any **CLAIM**, ICRMA has the right to reassign defense counsel in its sole discretion. Decisions by ICRMA to reassign defense counsel on a particular **CLAIM** shall be made by the Liability Program Manager, who shall notify the **MEMBER** of such decision in writing. The **MEMBER** may appeal the decision to the Claims Committee by notifying the Liability Program Manager in writing within ten calendar days of the date of written notification from the Liability Program Manager. Appeals will be heard by the Claims Committee as soon as practicable, in a manner directed by the Claims Committee.

Unless ICRMA assumes control of the **CLAIM**, ICRMA will not settle a **CLAIM** without the **MEMBER's** consent; however, the **MEMBER** may not unreasonably withhold such consent. If the **MEMBER** withholds consent to any settlement that ICRMA recommends, then ICRMA's liability for the **CLAIM** will not exceed the amount for which the **CLAIM** could have been settled, plus **DEFENSE COSTS** incurred by ICRMA up to the date of the **MEMBER's** refusal to consent. When total **DEFENSE COSTS** and **DAMAGES** reach the amount for which the **CLAIM** could have been settled, plus **DEFENSE COSTS** paid by ICRMA up to the date of the **MEMBER's** refusal to consent, ICRMA has no further liability for **DEFENSE COSTS** or **DAMAGES** and has the right to withdraw its defense of the **CLAIM**. The **MEMBER** agrees to accept the tender of the defense when ICRMA withdraws.

For purposes of the preceding paragraph, a **CLAIM** "could have been settled" for a given amount when the claimant(s) has (have) made a demand in writing for a final and full settlement in that

amount, the Board has approved a final and full settlement in that amount, and the CLAIM could be settled for that amount if the MEMBER consented. For purposes of applying this paragraph and the preceding paragraph, approval by the Board is required for any settlement where the MEMBER has refused to consent to the settlement.

No CLAIM shall be settled by the MEMBER for an amount in excess of the RETAINED LIMIT without prior written consent of ICRMA. After the amount of the RETAINED LIMIT has been exhausted by payment of judgments, settlements and DEFENSE COSTS, ICRMA will pay any excess within its LIMIT OF COVERAGE for a CLAIM which is covered by the terms of this MEMORANDUM. ICRMA shall not be obligated to pay or to defend any CLAIM after its LIMIT OF COVERAGE has been exhausted by payment of DEFENSE COSTS, judgments or settlements, or after such LIMIT OF COVERAGE has been tendered for settlement.

The COVERED PARTY shall fully cooperate in all matters pertaining to the investigation, defense, negotiation, or settlement of a CLAIM. The duty to fully cooperate requires, at a minimum and without limitation, compliance by the COVERED PARTY and its defense counsel with the Litigation Management Policies and Procedures (LMPP). The duty to fully cooperate also includes the MEMBER placing on the MEMBER's legislative agenda all matters necessary or appropriate for approval of settlements as soon as reasonably practicable under the circumstances. If the Board determines that a COVERED PARTY is refusing to fully cooperate in one or more matters pertaining to the CLAIM, then the Board in its sole discretion may deny coverage for said CLAIM under this MEMORANDUM. If the Board chooses not to deny coverage, the Board in its sole discretion shall determine whether monetary detriment to ICRMA caused by the MEMBER's refusal to cooperate can be reasonably estimated or calculated, and if so shall increase the MEMBER'S RETAINED LIMIT by that amount for purposes of the CLAIM in question. If the Board in its sole discretion determines that monetary detriment to ICRMA cannot be reasonably estimated or calculated, then the Board shall increase the MEMBER'S RETAINED LIMIT for the CLAIM in question by an amount determined by the Board in its sole discretion, provided that the amount of the increase shall be a minimum of 1% and a maximum of 25%.

If a CLAIM alleges both covered and uncovered DAMAGES, the MEMBER and ICRMA shall fully cooperate in determining the reasonable settlement value of any uncovered injury or damage, and shall make that reasonable settlement value available for settlement purposes. In the event ICRMA and the MEMBER cannot agree on the reasonable settlement value of any uncovered injury or damage, then at the written request of either ICRMA or the MEMBER that issue shall be submitted to binding arbitration under the procedures prescribed under the "Arbitration Option" provisions of Section VI.14, "Dispute Resolution." Either the MEMBER or ICRMA, or both, may agree to fund the settlement of the CLAIM, while reserving rights to arbitrate the value of any uncovered injury or damage under this paragraph.

As to a CLAIM which falls within the coverage for WRONGFUL EMPLOYMENT PRACTICES, at a minimum the MEMBER shall offer a portion of the amount which the MEMBER's own economic trial expert will opine is the MEMBER's potential exposure for lost wages and benefits. The portion shall be based on a reasonable estimate of the MEMBER's potential liability determined in consultation with the Liability Program Manager, the MEMBER's TPA, and defense counsel, including defense counsel's written evaluation of potential liability. Failure of

the MEMBER to cooperate in reaching a reasonable estimate of the MEMBER's contribution under this paragraph may be deemed by the Board in its discretion to be a failure to fully cooperate. A dispute under this paragraph may be submitted to binding arbitration under the preceding paragraph, followed by an adjustment between the MEMBER and ICRMA as appropriate. Nothing in this paragraph precludes the Board from determining in its discretion that the MEMBER has failed to fully cooperate.

In the event the CLAIM does not settle but proceeds to verdict or judgment, the MEMBER shall fully cooperate with ICRMA in ascertaining what portion of the verdict or judgment is for uncovered injury or damage, including but not limited to agreeing to a special verdict form setting forth the amount of any verdict or judgment which is for uncovered injury or damage. The amount of any verdict or judgment which is for uncovered injury or damage shall be the sole responsibility of the MEMBER.

As part of any settlement of a CLAIM, the MEMBER shall immediately pay any remaining portion of the RETAINED LIMIT which is necessary to complete the settlement, including any portion of DEFENSE COSTS as necessary to apply to or exhaust the RETAINED LIMIT, and specifically including any DEFENSE COSTS incurred by defense counsel reassigned to the CLAIM. ICRMA shall have no obligation to fund any portion of a settlement until the MEMBER's RETAINED LIMIT is exhausted.

If a COVERED PARTY incurs DEFENSE COSTS for activities which are determined by ICRMA to be primarily for the defense of claims and allegations that are not covered under this Memorandum or that are not incurred in compliance with the Litigation Management Policies and Procedures (LMPP) and expressly approved by ICRMA, either directly or through the use of a vendor performing bill review services, then the Authority shall have no obligation to pay or reimburse such DEFENSE COSTS. This paragraph states the existing intent of the MEMBERS of ICRMA as to all considerations of the duty to pay DEFENSE COSTS under any negotiated Memorandum of Coverage agreement entered into by the MEMBERS of ICRMA.

The MEMBER acknowledges and agrees that its defense counsel has an attorney-client relationship with any COVERED PARTY who is being defended and also with ICRMA as to the defense of the CLAIM. MEMBER acknowledges and agrees that its defense counsel shall comply with ICRMA's Litigation Management Policies and Procedures (LMPP).

MEMBERS shall use APPROVED PANEL COUNSEL for all litigated CLAIMS. ICRMA shall have no obligation to pay any fees or costs incurred by counsel other than APPROVED PANEL COUNSEL. If the MEMBER uses non APPROVED PANEL COUNSEL for a litigated CLAIM, then the MEMBER shall be deemed to have waived any coverage which may apply under this Memorandum. This paragraph shall not apply in the event use of non-APPROVED PANEL COUNSEL is approved by the Board in compliance with the Liability Program Litigation Management Policies and Procedures.

Whenever a member city is involved in litigation with the Independent Cities Risk Management Authority ("ICRMA"), the representative of that member city shall not participate in, nor be present during, any discussion between ICRMA counsel and the ICRMA Board or any of its

committees, nor shall any legally privileged communication between ICRMA's counsel and the Board or the Committee be distributed to the representative of the member city.

The fees incurred by or attributed to attorneys who are EMPLOYEES of the MEMBER shall not be applied to reduce the RETAINED LIMIT.

#### **Section IV – Member's Retained Limit and ICRMA's Limit of Coverage**

Regardless of the number of (1) COVERED PARTIES under this MEMORANDUM, (2) COVERED PARTIES involved in an OCCURRENCE, (3) persons or organizations making CLAIMS or bringing suits, or (4) CLAIMS made or suits brought, the ICRMA LIMIT OF COVERAGE, less the RETAINED LIMIT, or any sub-limit contained in this MEMORANDUM, is the most the ICRMA will pay for a COVERED ULTIMATE NET LOSS arising out of any one OCCURRENCE. ICRMA's LIMIT OF COVERAGE as the result of any one OCCURRENCE shall be only the ULTIMATE NET LOSS up to ICRMA's LIMIT OF COVERAGE, less the MEMBER'S RETAINED LIMIT as specified in Schedule A of this MEMORANDUM.

If multiple MEMBERS are involved in any one OCCURRENCE, each MEMBER remains obligated to pay its RETAINED LIMIT prior to coverage under this MEMORANDUM. In the event that the total RETAINED LIMITS of multiple MEMBERS exceeds the amount of the ICRMA LIMIT OF COVERAGE, then any excess amount shall be retained by ICRMA.

The PUBLIC OFFICIALS' ERRORS & OMISSIONS Liability Aggregate Limit as shown in the Declarations, less the RETAINED LIMIT(S), is the most ICRMA will pay for the sum of all ULTIMATE NET LOSS per MEMBER because of PUBLIC OFFICIALS' ERRORS & OMISSIONS for which coverage is provided under this MEMORANDUM.

The WRONGFUL EMPLOYMENT PRACTICES Liability Aggregate Limit as shown in the Declarations, less the RETAINED LIMIT(S), is the most ICRMA will pay for the sum of all ULTIMATE NET LOSS per MEMBER because of WRONGFUL EMPLOYMENT PRACTICES for which coverage is provided under this MEMORANDUM.

In the event that a structured settlement, whether purchased from or through a third party or paid directly by the COVERED PARTY in installments, is utilized in the resolution of a CLAIM or a suit, only the present value of the agreed-upon payments (the present value "cost" of the structured settlement) shall be considered in satisfaction of the RETAINED LIMIT. The LIMIT OF COVERAGE under a certificate of coverage issued by ICRMA, for a COVERED PARTY, including its officials, employees, and volunteers, shall be the limit stated in that certificate, regardless of the LIMIT OF COVERAGE stated in the Declarations which applies to the MEMBER.

For the purpose of determining the LIMIT OF COVERAGE and the RETAINED LIMIT, all DAMAGES arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one OCCURRENCE. In the event of allegations of SEXUAL ABUSE, regardless of the number of alleged victims, regardless of the number of alleged acts of SEXUAL ABUSE, and regardless of the number of locations where the alleged

acts of SEXUAL ABUSE took place, all instances of SEXUAL ABUSE by the same alleged perpetrator shall be deemed to be one OCCURRENCE taking place at the time the first instance of SEXUAL ABUSE is either discovered by or reported to the REPORTING OFFICIAL, whichever date is earlier if different. Coverage in effect at the time the OCCURRENCE takes place shall be the only coverage that may apply, regardless of whether other instances of SEXUAL ABUSE by the same alleged perpetrator took place during other Coverage Periods.

With regard to WRONGFUL EMPLOYMENT PRACTICES:

All allegations by the same EMPLOYEE in the same CLAIM shall be considered one OCCURRENCE for the purpose of the LIMIT OF COVERAGE regardless of the number of COVERED PARTIES against whom the CLAIM is made.

All CLAIMS by all EMPLOYEES or former EMPLOYEES or applicants for employment arising from the same act, policy or course of conduct by a COVERED PARTY shall be considered as one OCCURRENCE for the purpose of the LIMIT OF COVERAGE regardless of the number of COVERED PARTIES against whom the CLAIM is made.

All CLAIMS which allege WRONGFUL EMPLOYMENT PRACTICES for a duration of more than one MEMORANDUM PERIOD shall be treated as a single OCCURRENCE arising during the first MEMORANDUM PERIOD when the OCCURRENCE began.

## Section V – Exclusions

This MEMORANDUM does not apply to:

1. Any loss, cost, damage, expense, or CLAIM arising out of the contamination of the environment by POLLUTANTS introduced at any time, anywhere, in any way, including, but not limited to, into, upon or under any building, structure, land, the atmosphere or any watercourse or body of water or aquifer. This exclusion applies whether or not the contamination is introduced into the environment intentionally or accidentally or gradually or suddenly, and whether or not the COVERED PARTY or any other person or organization is responsible for the contamination. “Contamination” includes any unclean, unsafe, or unhealthful condition, either actual or potential, which arises out of the presence in the environment of any POLLUTANT whether permanent or transient. “Environment” includes buildings, structures, land, bodies of water, underground water or water table or aquifer, the atmosphere, and any other natural feature of the earth, whether or not altered, developed or cultivated. This exclusion does not apply to firefighting activities, including training burns, or intentional demolition or burns for the purpose of limiting a fire, or to the discharge of POLLUTANTS for the purpose of controlling a fire or to police use of mace, oleoresin capsicum (O.C. or pepper gas), or tear gas, or to weed abatement, tree spraying or to claims arising from sudden and accidental sewer backups.

This exclusion does not apply to BODILY INJURY or PROPERTY DAMAGE caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one that becomes uncontrollable or breaks out where it was not intended to be.

2. Any obligation to defend any CLAIM arising out of contamination or alleged contamination of any environment by POLLUTANTS introduced at anytime, anywhere, in any way, including, but not limited to, into or upon land, the atmosphere or any watercourse or body of water or aquifer.
3. Any loss, cost, or expense arising out of any governmental order, direction or request that a COVERED PARTY test for, monitor, clean up, remove, remedy, contain, treat, detoxify or neutralize POLLUTANTS.
4. Any loss, cost or expense incurred by a governmental unit or other third party, including, but not limited to, the cost of investigation and monitoring, and attorneys' fees relating to activities in connection with efforts to test for, monitor, clean up, remove, remedy, contain, trace, detoxify or neutralize POLLUTANTS.

Other than as specifically set forth in the exceptions to Exclusion 1, it is the intent and effect of these Exclusions 1 through 4, inclusive, to exclude any and all coverages afforded by this MEMORANDUM for any CLAIM, action, judgment, liability, settlement, defense or expenses, if any, arising out of the discharge, dispersal, release or escape of POLLUTANTS whether such results from the COVERED PARTY'S activities or the activities of others and whether or not it is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous, inevitable and wherever or however it may occur.

5. Any CLAIM arising out of the hazardous properties of NUCLEAR MATERIAL or chemical, biological, radiological, or similar agents, including the use, release, or escape thereof.
6. Any CLAIM arising out of any INFECTIOUS AGENT or COMMUNICABLE DISEASE including, but not limited to, the following:
  - a) any loss, cost or expense relating to the investigation, monitoring, clean-up, remediation, removal, containment, treatment, disposal, or rehabilitation of, or the response in any way to, an actual or suspected INFECTIOUS AGENT or COMMUNICABLE DISEASE;
  - b) responding to orders or directives of any government, governmental agency, civil authority, or public health authority relating to any actual, alleged, or threatened INFECTIOUS AGENT or COMMUNICABLE DISEASE;
  - c) the failure to discover the presence of an INFECTIOUS AGENT or COMMUNICABLE DISEASE;
  - d) the actual, alleged, or threatened transmission of a COMMUNICABLE DISEASE or exposure to an INFECTIOUS AGENT;
  - e) the failure to warn or inadequacy of warnings or instructions related to the actual or potential presence of an INFECTIOUS AGENT or a COMMUNICABLE DISEASE;

- f) the supervision, hiring, employment, training, testing, or monitoring of any person that may be a carrier of an INFECTIOUS AGENT or infected with a COMMUNICABLE DISEASE;
- g) the testing or failure to test for an INFECTIOUS AGENT or a COMMUNICABLE DISEASE;
- h) the failure to prevent, control, or limit the spread of an INFECTIOUS AGENT or a COMMUNICABLE DISEASE;
- i) the failure to report the presence of an INFECTIOUS AGENT or a COMMUNICABLE DISEASE; or
- j) any other measures taken or not taken in responding to the actual or suspected presence of an INFECTIOUS AGENT or a COMMUNICABLE DISEASE.

7. BODILY INJURY to:

- a) An EMPLOYEE arising out of and in the course of his/her employment by the MEMBER other than an EMPLOYEE's claim for emotional distress or physical manifestations arising out of WRONGFUL EMPLOYMENT PRACTICES; or
- b) The domestic partner, spouse, child, parent, brother or sister of that EMPLOYEE as a consequence of paragraph 6.a), above.

This exclusion applies whether the MEMBER may be liable as an employer or in any other capacity, except with respect to liability of others assumed under contract.

- 8. Any CLAIM for which the MEMBER or any insurance company as its insurer may be held liable under any workers' compensation or disability benefits law or any similar law where such law is claimant's exclusive remedy.
- 9. Any CLAIM for damages payable or amounts owed under a contract, or for salary, or wages, whether characterized as front pay or back pay, including any pension or other benefits, because of any employment practices, policies, acts or omissions that lead to an EMPLOYEE'S CLAIM of WRONGFUL EMPLOYMENT PRACTICES.
- 10. Any CLAIM arising out of the ownership or operation of any airport.
- 11. Any CLAIM arising out of the operation of any hospital, clinic, or established health care facility owned or operated by a COVERED PARTY due to:
  - a) The rendering of or failure to render:

- i. Medical, surgical, dental, X-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - ii. Any service or treatment conducive to health or of a professional nature; or
  - iii. Any cosmetic or tonsorial service or treatment.
- b) The furnishing and/or dispensing of drugs or medical, dental, or surgical supplies or appliances.

This exclusion shall not apply, however, to liability of the MEMBER or its EMPLOYEES arising out of the performance of occupational physical examinations, paramedical services, first aid or emergency care, T.B. (tuberculosis) testing clinics, immunization clinics, health and wellness clinics, community health services clinics, general public health services, or 911 emergency response centers and activities.

12. Any CLAIM arising out of the partial or complete structural failure of a DAM, including but not limited to rupture, bursting, overflow, seepage, or release of water from any DAM.
13. Fines, assessments, penalties, restitution, disgorgement, exemplary or punitive damages, including damage multipliers. This exclusion applies whether the fine, assessment, disgorgement, exemplary, or punitive damage is awarded by a court or by an administrative or regulatory agency. "Restitution" or "disgorgement," as used in this MEMORANDUM, refer to a demand for the return of a specific item of property or a specific sum of money which was not lawfully or rightfully acquired by the COVERED PARTY.
14. Any CLAIM for injury or DAMAGES caused by intentional conduct done with willful and conscious disregard of the rights or safety of others, or with malice, or conduct that is malicious, oppressive or in reckless disregard of the plaintiff's rights. The intent of this exclusion is to eliminate coverage for any compensatory damages awarded because of conduct which is also the basis for an award of punitive damages, regardless of jurisdiction or venue. However, where the COVERED PARTY did not authorize, ratify, participate in, consent to, or have knowledge of such conduct by its past or present EMPLOYEE, elected or appointed official, or volunteer, and the claim against the COVERED PARTY is based solely on its vicarious liability arising from its relationship with such EMPLOYEE, official, or volunteer, this exclusion does not apply to said COVERED PARTY.
15. PROPERTY DAMAGE to:
- a) Property owned by the MEMBER;
  - b) Property rented to or leased to the MEMBER where it has assumed liability for damage to or destruction of such property, unless it would have been liable in the absence of such assumption of liability; or

c) AIRCRAFT or WATERCRAFT in the MEMBER'S care, custody and control.

16. Any CLAIM arising out of the ownership, operation, use, maintenance or entrustment to others of:

a) Any AIRCRAFT; or

b) Any WATERCRAFT used for commercial purposes.

Ownership, operation, use, or maintenance, as used herein, does not include static displays of AIRCRAFT or WATERCRAFT in a park or museum setting.

17. Any CLAIM arising out of the ownership, operation, use, maintenance or entrustment to others of an UNMANNED AIRCRAFT. However, this exclusion shall not apply if all of the following conditions are met with respect to any use or operation of an UNMANNED AIRCRAFT which gives rise to a CLAIM:

a) The UNMANNED AIRCRAFT is operated in compliance with applicable Federal Aviation Administration (FAA) rules and regulations, including as necessary under a proper and valid Certificate of Authorization (COA) obtained from the FAA.

b) Any personnel operating the UNMANNED AIRCRAFT were trained and certified in the operation of the system.

c) The operation of the UNMANNED AIRCRAFT was approved by a MEMBER employee or official, which employee or official was acting in a management or supervisory role when approving the operation of the UNMANNED AIRCRAFT.

d) The operation of the UNMANNED AIRCRAFT was in the course of a legitimate MEMBER approved activity.

e) If necessary, the appropriate agency of the MEMBER properly secured a search warrant prior to the operation of the UNMANNED AIRCRAFT.

18. Any CLAIM arising out of the operation of any transit district, transit system, or public transportation system owned or operated by the MEMBER, except any transit system operating over non-fixed route systems such as "dial-a-ride," senior citizen transportation, or handicapped transportation. This exclusion shall not apply to any CLAIM for WRONGFUL EMPLOYMENT PRACTICES or other employment related CLAIM.

19. Any CLAIM arising out of the failure to supply or provide an adequate supply of gas, water or electricity, when such failure is a result of the inadequacy of the MEMBER'S facilities to supply or produce sufficient gas, water or electricity to meet customary and expected demand.

This exclusion does not apply if the failure to supply results from direct and immediate accidental damage to tangible property owned or used by any MEMBER to procure, produce, process, or transmit the gas, water, or electricity.

20. Any CLAIM arising out of the principles of eminent domain, condemnation proceedings or INVERSE CONDEMNATION, land use planning or regulation, annexation, or other condemnation proceedings by whatever name called. This exclusion applies whether or not liability accrues directly against the MEMBER or by virtue of any agreement entered into by or on behalf of the MEMBER. This exclusion applies where such CLAIM results from:
- a) The deliberate decision-making conduct of the MEMBER;
  - b) A judicial, administrative, or legislative order; or
  - c) The initiative process.

This exclusion shall not apply to physical injury to tangible property, including all resulting loss of use to that tangible property which has been physically injured, resulting from the accidental failure of a COVERED PARTY'S property or equipment.

21. Any CLAIM arising out of any decision by the MEMBER, or any officer or employee of the MEMBER to engage in the operation of any business involving marijuana.
22. Any CLAIM, judgment or settlement or other agreement from any arbitration proceeding under any contract in which the MEMBER has assumed liability, including a NON-EXCLUDED INDEMNITY CONTRACT, where either of the following is true: a) ICRMA is not entitled to or not given the right to exercise with the MEMBER the MEMBER'S rights in the choice of arbitrators, or b) ICRMA is not entitled to or not given the right to exercise with the MEMBER the MEMBER'S rights in the conduct of the arbitration proceedings.
23. Any CLAIM due to war, whether or not declared, civil war, terrorism, or revolution or to any act or condition incident to the foregoing.
24. Any CLAIM arising out of land movement, subsidence, or earthquake.
25. Benefits payable under any employee benefit plan (whether the plan is voluntarily established by the MEMBER or mandated by statute) because of unlawful discrimination.
26. Refund of or restitution for taxes, fees, service charges, or assessments.
27. Any CLAIM arising in whole or in part out of a COVERED PARTY'S obtaining remuneration or financial gain to which the COVERED PARTY was not legally entitled.

28. Any CLAIM arising in whole or in part out of the willful violation of a statute, ordinance, order or decree of any court or other judicial or administrative body, or rule of law, committed by or with the knowledge or consent of any COVERED PARTY.
29. Any CLAIM arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans, including architectural plans, unless prepared by a qualified licensed and/or registered engineer or architect who is the appointed City Engineer or an EMPLOYEE of the COVERED PARTY.
30. Any CLAIM arising out of failure to perform, or breach of, a contractual obligation.
31. Any CLAIM arising out of liability assumed under any contract or agreement. This exclusion does not apply to liability for DAMAGES:
  - a) Assumed in a contract or agreement that is a NON-EXCLUDED INDEMNITY CONTRACT, provided the BODILY INJURY or PROPERTY DAMAGE occurs subsequent to the execution of the contract or agreement;
  - b) That the MEMBER would have in the absence of the contract or agreement; or
  - c) Assumed in a mutual aid agreement.
32. Any CLAIM arising out of or pursuant to any of the following:
  - a) the Employee Retirement Income Security Act of 1974,
  - b) the Consolidated Omnibus Budget Reconciliation Act;
  - c) the Worker Adjustment and Retraining Notification Act;
  - d) The Fair Labor Standards Act (FLSA), including but not limited to any wage and hour or other claim arising under the FLSA or any California Wage Orders or any similar federal or state law;
  - e) any similar federal, state or local laws;
  - f) any amendments to such laws;
  - g) any regulations promulgated under any such laws; or
  - h) any state statute or common law rule which imposes fiduciary duties and responsibilities with respect to employee benefit programs.
33. Any CLAIM arising out of ownership, operation, maintenance, or use of any trampoline or other rebound tumbling device. This exclusion shall not apply to inflatable bounce houses.

34. Any CLAIM arising out of the ownership, operation, maintenance, or use on any land, other than highways, of any off-highway motor vehicle, including but not limited to any motorcycle or motor-driven cycle or bicycle, snowmobile, or other vehicle specifically designed to travel over snow or ice, or any vehicle commonly referred to as a sand buggy, dune buggy, or all-terrain vehicle. This exclusion shall not apply to the operation of any such vehicle if operated by an EMPLOYEE while acting for or on behalf of the MEMBER.
35. Any CLAIM arising out of or in the course of any special event not sponsored or co-sponsored by the MEMBER, but this exclusion shall not apply to a CLAIM for a dangerous condition of public property.
36. Any CLAIM arising out of the private use of a firing range owned, operated, or maintained by a MEMBER, where such private use is not in the course and scope of the MEMBER'S business activities.
37. Any CLAIM arising out of oral or written publication of material, if done by or at the direction of a COVERED PARTY with knowledge of its falsity.
38. Any CLAIM by any MEMBER against its own past or present elected or appointed officials, EMPLOYEES, volunteers, or additional COVERED PARTIES where such CLAIM seeks DAMAGES payable to the MEMBER. This exclusion shall not apply to any CLAIM by a COVERED PARTY or MEMBER against any officer or director of ICRMA, and the staff and employees thereof, while in the course and scope of their duties for ICRMA, with respect to PUBLIC OFFICIALS' ERRORS AND OMISSIONS coverage.
39. Any CLAIM by any MEMBER, where such CLAIM seeks DAMAGES payable to the MEMBER, against another MEMBER, or against any elected or appointed officials, EMPLOYEES, volunteers, or additional COVERED PARTIES of another MEMBER, where it is alleged that such individuals were acting within the course and scope of their duties with another MEMBER. This exclusion shall not apply to any CLAIM by a COVERED PARTY or MEMBER against any officer or director of ICRMA, and the staff and employees thereof, while in the course and scope of their duties for ICRMA, with respect to PUBLIC OFFICIALS' ERRORS AND OMISSIONS coverage.
40. ULTIMATE NET LOSS arising out of relief or redress in any form other than DAMAGES.
41. The MEMBER'S cost of providing reasonable accommodation pursuant to the Americans with Disabilities Act, Fair Employment and Housing act, or similar law.
42. Any CLAIM arising out of the ownership, operation, maintenance, or control of any permanent landfill site or facility. Landfill includes any site for permanent storage accumulation, burial, compost, sludge, or any other process for reducing or disposing of waste.

43. Any CLAIM arising out of CYBER LIABILITY by whatever name called, including but not limited to defamation, discrimination, invasion of privacy, or infringement of copyright, trademark, trade name, title or slogan. However, this exclusion shall not apply to an offense covered under the definition of PERSONAL INJURY, if the offense otherwise would be covered if the data or information had been disclosed or transmitted by other than electronic means, when the offense allegedly arises out of disclosure or transmittal of data or information.

## **Section VI – Conditions**

The following are conditions precedent to coverage under this MEMORANDUM. Failure of the COVERED PARTY to comply with any of the duties set forth herein may result in a denial of coverage under this MEMORANDUM.

### **1. Premium and Audit**

Each MEMBER shall pay its deposit premium, which is the amount to be paid by each MEMBER for the coverage provided.

ICRMA may examine the MEMBER'S books and records at any reasonable time, as far as they relate to the subject matter of this MEMORANDUM and the premiums therefor.

### **2. Inspections**

ICRMA has the right, but is not obligated, to inspect the MEMBER'S property and operations at any reasonable time. Neither such right to make inspections nor the making thereof, nor any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the MEMBER or others, to determine or warrant that such property or operations are safe.

### **3. Duties in the Event of an Occurrence or Claim**

The COVERED PARTY shall notify its designated TPA of all CLAIMS immediately. In addition, the COVERED PARTY shall notify ICRMA within 30 days upon receipt of notice of a CLAIM reasonably likely to exceed, inclusive of defense costs, Two Hundred and Fifty Thousand Dollars (\$250,000.00) or fifty percent of the RETAINED LIMIT, whichever is less, or of any OCCURRENCE involving:

- a. One or more fatalities;
- b. Loss of limb or amputation or multiple fractures;
- c. Loss of use of any sensory organ;
- d. Spinal cord injuries, quadriplegia, paraplegia, or hemiplegia;
- e. Burns in the second or third degree;
- f. Serious cosmetic disfigurement;
- g. Paralysis;
- h. Suspected or diagnosed substantive brain trauma resulting in cognitive disability and/or neurological injury associated with depreciated sensory consequence;

- i. Serious loss of use of any body functions;
- j. Long-term hospitalization;
- k. Any claim alleging sexual abuse, molestation, or harassment;
- l. Title 42 U.S.C. section 1983 claims or other claims involving civil rights violations;
- m. Any claim that includes a statutory attorney fees provision;
- n. Any class action; or
- o. WRONGFUL EMPLOYMENT PRACTICES, including complaints filed with or other proceedings before the California Department of Fair Employment and Housing or the federal Equal Employment Opportunity Commission.

Notice to ICRMA of a CLAIM as set forth above must be in a separate writing and clearly identified as a notice under this provision of the MEMORANDUM. Written notice containing particulars sufficient to identify the COVERED PARTY, and all reasonably obtainable information with respect to the time, place, and circumstances of the OCCURRENCE, and the names and addresses of the COVERED PARTY and available witnesses shall be given to ICRMA or any of its agents as soon as possible after notice of the claim is given to ICRMA, if such information is not provided to ICRMA prior to or at the time of giving notice to ICRMA.

Such written notice shall comply with the ICRMA Liability Claim Best Practices and Performance Standards for Third Party Administrators and shall be sent to ICRMA or its designee.

The MEMBERS of ICRMA acknowledge and agree that it is crucial to efficient claims administration that any CLAIM shall be timely reported to ICRMA, and that failure to do so can result in monetary detriment to ICRMA and/or to a MEMBER. The MEMBERS of ICRMA acknowledge and agree that each MEMBER is responsible for timely reporting to ICRMA, and that reporting to the Member's own TPA is not alone sufficient. The MEMBERS of ICRMA acknowledge and agree that in the event of late notice to ICRMA, proof of actual damages to ICRMA from such late notice may be impossible, and even if possible can be costly and inconvenient to reasonably ascertain or estimate.

ICRMA shall have the right to deny coverage, in whole or in part, under this MEMORANDUM for failure to provide notice as required herein. If coverage is not denied, the Board in its discretion, under all the circumstances, may determine that the failure to provide timely notice of a CLAIM has resulted in monetary detriment to ICRMA, which monetary detriment reasonably can be ascertained or estimated. In that event, the Board shall have the right to increase the MEMBER's RETAINED LIMIT in the amount of the monetary detriment caused to ICRMA, which increase shall apply only to the CLAIM of which timely notice was not provided to ICRMA.

If the monetary detriment to ICRMA for failure to provide notice as required herein cannot reasonably be ascertained or estimated, then the following liquidated damages provision shall apply. If coverage is not denied in whole or in part, the COVERED PARTY'S failure to give such written notice of the CLAIM shall result in an increase of the MEMBER's RETAINED LIMIT with respect to said CLAIM, in an amount determined in the discretion

of the Claims Committee, subject to review by the Board and subject to the following: The amount by which the MEMBER's RETAINED LIMIT is increased shall be a minimum of 1%, and a maximum of 25%.

- (a) If a CLAIM is made or suit is brought against the COVERED PARTY, the COVERED PARTY shall forward to ICRMA every demand, notice, summons or other process received by the COVERED PARTY or its representative.
- (b) The COVERED PARTY shall cooperate fully with ICRMA in the handling, investigation, defense, and/or settlement of a CLAIM and, upon its request, assist in enforcing any right of contribution or indemnity against any person or organization that may be liable to the COVERED PARTY because of an OCCURRENCE with respect to which coverage is afforded under this MEMORANDUM. The COVERED PARTY shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses and shall not, except at its own cost, voluntarily make any payments, assume any obligation or incur any expense which is likely to result in an ULTIMATE NET LOSS that exceeds the RETAINED LIMIT stated in the Declarations. In the event that the amount of ULTIMATE NET LOSS becomes certain either through final court judgment or agreement among the COVERED PARTY, the claimant and ICRMA, then ICRMA shall pay on behalf of the COVERED PARTY the ULTIMATE NET LOSS as long as the COVERED PARTY has provided ICRMA notice of the OCCURRENCE or CLAIM and has cooperated fully with ICRMA as required herein.

#### **4. Bankruptcy and Insolvency**

Bankruptcy or insolvency of the MEMBER or any COVERED PARTY shall not relieve ICRMA of any of its obligations hereunder nor shall such bankruptcy or insolvency increase ICRMA'S obligations hereunder.

#### **5. Other Coverage**

- (a) Except as provided in 5(b), the MEMBER must pay the full amount of its RETAINED LIMIT in order for coverage under this MEMORANDUM to apply. Payment of the RETAINED LIMIT by the MEMBER is required in addition to, and regardless of, any payment or payments from any other source for or on behalf of that MEMBER. If insurance or any other coverage with any insurer, joint powers authority or other source is available to the COVERED PARTY covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be in excess of, and shall not contribute with, such other insurance or coverage. This coverage shall be in excess of, and shall not contribute with, any insurance or coverage which names a COVERED PARTY herein as an insured or a covered party, where such coverage applies to a loss also covered hereunder.
- (b) Commercial coverage purchased directly by a MEMBER for the sole purpose of insuring all or a portion of its RETAINED LIMIT, or coverage obtained by a provider of services or products to a MEMBER and on which that MEMBER is an additional

insured or a covered party, may be utilized to pay all, or a portion of, the RETAINED LIMIT.

**6. Changes to the Memorandum**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this MEMORANDUM nor preclude ICRMA from asserting any right under the terms of this MEMORANDUM, nor shall the terms of this MEMORANDUM be waived or changed, except by endorsement issued by ICRMA to form a part of this MEMORANDUM.

**7. Subrogation**

ICRMA shall be subrogated to the extent of any payment hereunder to the COVERED PARTY'S rights of recovery thereof, and the COVERED PARTY shall do nothing after loss to prejudice such right and shall do everything necessary to secure such right. Any amount so recovered shall be apportioned as follows:

- (a) The expenses of all such recovery proceedings shall be paid before any reimbursements are made. If there is no recovery in the proceedings conducted by ICRMA, ICRMA shall bear the expenses thereof.
- (b) The highest layer of coverage shall be reimbursed first and, if there be sufficient recoveries, then the next highest layer, until all recoveries are exhausted.

**8. Assignment of Interest**

- No assignment of interest under this MEMORANDUM shall bind ICRMA without its written consent endorsed hereon.

**9. Severability of Interests**

In the event of an OCCURRENCE for which more than one COVERED PARTY is or may be held liable, this MEMORANDUM shall cover each such COVERED PARTY as if separate MEMORANDA had been issued to each COVERED PARTY, except that ICRMA's liability for all COVERED PARTIES shall not exceed the LIMIT OF COVERAGE set forth in Section IV.

The inclusion of more than one COVERED PARTY in an OCCURRENCE under this MEMORANDUM shall not operate to increase the LIMIT OF COVERAGE or the RETAINED LIMIT.

In the event that a CLAIM is brought against two or more MEMBERS arising out of the same OCCURRENCE, and there is a dispute as to apportionment of liability between two or more MEMBERS, ICRMA shall take no part in adjudicating the apportionment of liability between two or more MEMBERS beyond the obligation to pay DEFENSE COSTS. The MEMBERS shall make every good faith effort to cooperate with each other,

including entering into an appropriate joint defense agreement, to achieve maximum savings and efficiency. If the apportionment of liability between the MEMBERS is resolved, so that the only remaining issue as to the MEMBERS is damages, then the MEMBERS agree that they can be defended from that point forward by a single attorney to be selected by the involved MEMBERS from APPROVED PANEL COUNSEL. If the involved MEMBERS cannot agree on a single attorney, then ICRMA's Liability Program Manager shall select an attorney from APPROVED PANEL COUNSEL. In the event that the MEMBERS cooperate to achieve significant cost savings, the Liability Program Manager shall recommend to the Board that the RETAINED LIMIT of one or more involved MEMBERS may be decreased in an amount to be determined by the Board. Any such decrease in RETAINED LIMIT shall apply only to the subject CLAIM under this paragraph.

#### **10. No Accumulation of Limits**

Subject to specific provisions of this MEMORANDUM regarding SEXUAL ABUSE, PROPERTY DAMAGE or BODILY INJURY occurring over more than one MEMORANDUM PERIOD shall be deemed to occur during only one MEMORANDUM PERIOD, and that MEMORANDUM PERIOD shall be when any PROPERTY DAMAGE or BODILY INJURY was first discovered. Coverage for such PROPERTY DAMAGE or BODILY INJURY shall be provided by at most one Memorandum of Coverage issued by the Authority.

Subject to specific provisions of this MEMORANDUM regarding SEXUAL ABUSE, with respect to PERSONAL INJURY, WRONGFUL EMPLOYMENT PRACTICES, and PUBLIC OFFICIALS' ERRORS AND OMISSIONS, an OCCURRENCE with a duration of more than one MEMORANDUM PERIOD shall be treated as a single OCCURRENCE arising during the MEMORANDUM PERIOD when the OCCURRENCE began.

#### **11. Cancellation and Termination**

This MEMORANDUM may, with respect to any MEMBER, be cancelled by ICRMA either for the then-current MEMORANDUM PERIOD or, in the event of expulsion, permanently upon the occurrence of the events and under terms set forth in the ICRMA Joint Powers Agreement and the Bylaws.

This MEMORANDUM may be terminated at any time in accordance with the Bylaws.

#### **12. Drop Down Exclusion**

ICRMA's LIMIT OF COVERAGE shall not be increased for any reason, including, but not limited to, the refusal or inability, for any reason, of the MEMBER to pay its RETAINED LIMIT or by the refusal or inability of any underlying or excess insurer to pay, whether by reason of insolvency, bankruptcy, or otherwise.

### **13. Interpretation and Governing Law**

This MEMORANDUM shall be interpreted without regard to the draftsman. The terms and intent of this MEMORANDUM, with respect to the rights and obligations of any MEMBER, COVERED PARTY, or ICRMA, shall be interpreted and construed on the express assumption that each participated equally in its drafting.

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

### **14. Dispute Resolution**

THE PARTIES TO THIS MEMORANDUM UNDERSTAND THAT BY AGREEING TO THIS MEMORANDUM OF COVERAGE THEY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY AND TO CERTAIN TYPES OF DAMAGES FOR THE PURPOSE OF ADJUDICATING ANY DISPUTE OR DISAGREEMENT AS TO COVERAGE UNDER THIS MEMORANDUM.

These provisions apply to any coverage dispute between the Authority and any Covered Party which arises under any Memorandum of Coverage in effect before the effective date of this Memorandum.

Within sixty (60) days of the Covered Party's receipt of a writing setting forth the Authority's coverage position which the Covered Party disputes, the Covered Party shall submit the dispute in writing to the Authority's Executive Director. Within twenty (20) days of receipt of such writing, the Executive Director or designee shall acknowledge receipt and place the matter on the agenda of the Claims Committee for consideration at its next scheduled meeting. The Covered Party and/or the Authority may, but are not required to, make a written and/or oral presentation to the Claims Committee. Within twenty (20) days following that meeting, the Claims Committee shall render to the Covered Party its written decision on the dispute or an explanation of why a decision could not be rendered and the timing of the Claims Committee's further consideration of the issue. If not satisfied with the Claims Committee's decision, the Covered Party or Coverage Counsel or General Counsel, within twenty (20) days of receipt of that decision, must submit a written notice of appeal to the Executive Director of the Authority for consideration by the Board at its next scheduled meeting for which the dispute can be timely placed on the agenda. Within twenty (20) days following the meeting of the Board, the Board shall render to the Covered Party its written decision on the dispute, or an explanation of why a decision could not be rendered and the timing of any further consideration of the issue by the Board.

The Covered Party must exhaust the right to appeal, as set forth above, before pursuing any court action or any other relief or action, including arbitration of a dispute if the Covered Party and the Authority agree to arbitrate under the Arbitration Option set forth below. The Covered Party must submit a written notice of intent to file an action for Declaratory Relief, or a written request for arbitration, within ninety (90) days of receipt of the Board's final written decision. If no such written notice or written request is submitted to the Executive Director of the Authority, the Covered Party shall be deemed to have waived any and all

other forms of relief or appeal as to the coverage dispute. An action for Declaratory Relief seeking to resolve the coverage dispute must be filed within 90 days of submittal of the written notice of intent to file an action for Declaratory Relief, and any unexpired statute of limitations shall be tolled until expiration of that 90 day period. If an action for Declaratory Relief is not filed in the Superior Court within the time limitations of this paragraph, then notwithstanding any statute of limitations provided in the California Code of Civil Procedure or otherwise, the Covered Party shall be deemed to have waived and be barred from pursuing any further relief, adjudication, action, arbitration or appeal regarding the coverage dispute.

Unless the parties to this Memorandum agree otherwise, any coverage dispute between the Authority and a Covered Party regarding the interpretation of this Memorandum, including a decision of the Authority to deny a defense and/or deny coverage for all or part of a claim, shall be resolved by an action for Declaratory Relief filed in the appropriate Superior Court in and for the State of California. Either the Covered Party or the Authority may initiate the action for Declaratory Relief.

The scope of the action for Declaratory Relief shall be limited to seeking a judicial interpretation of this Memorandum of Coverage, and, as appropriate, determination and declaration of the amount, if any, to be paid by the Authority for indemnity or defense owed under this Memorandum of Coverage, plus interest as provided herein. No other legal theories or causes of action relating to or arising out of a coverage disagreement under this Memorandum of Coverage shall be allowed, and such are expressly waived, including but not limited to causes of action for breach of contract or breach of the covenant of good faith and fair dealing. Neither the Authority nor the Covered Party shall be entitled to a trial by jury. Neither the Authority nor the Covered Party shall be entitled to any damages or relief other than as provided in this paragraph, plus simple interest at the rate of 1% per year on any amounts adjudicated to be owed. Interest on any amounts adjudicated to be owed shall run from the time any invoices for defense fees and costs are actually submitted to the Authority (in the event it is adjudicated that the Authority had a duty to defend the Covered Party and did not defend the Covered Party), and/or from the time the Authority is provided written confirmation of the amount of actual payment by the Covered Party of any judgment or settlement (in the event it is adjudicated that the Authority had a duty to pay for any settlement or judgment on behalf of the Covered Party and did not pay for any settlement or judgment on behalf of the Covered Party). Notwithstanding anything in this paragraph, any party to the Declaratory Relief action preserves the right to appeal any judicial decision to the appropriate appellate court, as provided by California law.

Regardless of the existence or outcome of a coverage dispute, a Declaratory Relief action or any arbitration proceeding, the maximum amount or LIMIT OF COVERAGE owed under this Memorandum of Coverage by the Authority shall remain unchanged. Further, the Authority shall owe Defense Costs only to the extent they are incurred in compliance with the Litigation Management Practices and Procedures (LMPP) and expressly approved by ICRMA, either directly or through the use of a vendor performing bill review services. The provisions of Section III – Defense and Settlement apply even if a Covered Party is disputing a coverage denial or coverage limitation.

If any coverage dispute results in a settlement, or in a judgment or arbitration award, the amount paid by the Authority shall be deemed to be ULTIMATE NET LOSS under this Memorandum, and shall be considered and treated as any other payment of ULTIMATE NET LOSS by the Authority as if there had been no coverage dispute.

Arbitration Option: If both the Board and the Covered Party agree in writing, then the coverage dispute may be resolved by binding arbitration or by any other means mutually agreed between the Board and the Covered Party. In the event both the Board and the Covered Party agree to arbitrate, they shall be deemed to waive any rights to pursue any adjudication or relief as to the coverage dispute in any other forum or court, including any rights to appeal.

If both the Board and the Covered Party agree to arbitrate, arbitration shall be conducted pursuant to the California Code of Civil Procedure, sections 1280 *et seq.* Arbitration shall be conducted by single arbitrator. The arbitrator shall not be employed by or affiliated with the Authority or the Covered Party or any of the MEMBERS.

If both the Board and the Covered Party agree to arbitrate, the parties shall select the arbitrator within twenty (20) calendar days from the date of the written agreement to arbitrate. If the parties are unable to agree upon an arbitrator within that time period, they may mutually agree to a reasonable extension of time not to exceed thirty (30) days. If the parties are unable to agree upon an arbitrator within that extended time period, the Authority shall file a petition with the Los Angeles County Superior Court requesting appointment of a neutral arbitrator, and the procedures set forth in the California Code of Civil Procedure section 1281.6 shall be followed. Unless mutually agreed otherwise, the arbitration hearing shall commence within forty-five (45) calendar days from the date of the selection of the arbitrator.

Each party shall pay one-half the cost of the selected arbitrator. In addition, each party shall be responsible for its own costs and expenses of arbitration regardless of the outcome of the arbitration.

Except for notification of appointment and as provided in the California Code of Civil Procedure sections 1282 *et seq.* for the scheduling of hearing(s) and matters relating to the hearing, there shall be no communication between the parties and the arbitrator relating to the subject of the arbitration other than at oral hearings. The procedures set forth in California Code of Civil Procedure section 1283.05 relating to depositions and discovery shall apply to any arbitration pursuant to this paragraph. Except as provided otherwise above, arbitration shall be conducted as provided in Title 9 of the Code of Civil Procedure (commencing with Section 1280). The decision of the arbitrator shall be final and binding, and shall not be subject to any appeal. The scope of the arbitration shall be limited to the same scope as described above with respect to an action for Declaratory Relief.

**Public Crisis Event Coverages Supplement**

**PUBLIC CRISIS EVENT COVERAGES  
SUPPLEMENT TO THE MEMORANDUM  
OF LIABILITY COVERAGE**

**For The**

**INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY**

**(Hereinafter referred to as “Authority”)**

**Coverage Supplement Term: From 07.01.21 To 07.01.22  
12.01 A.M. standard time at your mailing address on file**

This Supplement to the Memorandum of Coverage (**MEMORANDUM**) does not provide insurance, but instead provides for pooled risk sharing. This Supplement to the **MEMORANDUM** is a negotiated agreement among the members of the Independent Cities Risk Management Authority (**Authority**) and none of the parties to the **MEMORANDUM** or the Supplement is entitled to rely on any contract interpretation principles that require interpretation of ambiguous language against the drafter of such agreement. This Supplement to the **MEMORANDUM** shall be applied according to the principles of contract law, giving full effect to the intent of the members of the **Authority**, acting through the Board in adopting this **MEMORANDUM**. As the **Authority** is not an insurer, it has no obligation to issue reservation of rights letters, nor does it have an obligation to provide “Cumis” counsel to a **COVERED PARTY** in disputed coverage situations under Civil Code section 2860. Finally, failure to provide notice to a **COVERED PARTY** of any coverage dispute shall not operate to waive any of the provisions of this Supplement to the **MEMORANDUM**.

Throughout this Supplement to the **MEMORANDUM**, words and phrases that appear capitalized have special meanings. They are defined in this Supplement in **SECTION III – ADDITIONAL DEFINITIONS**.

In consideration of the deposit premium, the **Authority** and the **MEMBER** agree as follows as respects this Supplement to the **MEMORANDUM**:

**SUPPLEMENTAL COVERAGE LIMITS:**

<b>Coverage A: Public Crisis Response - \$250,000</b>	<b>Each Public Crisis Event Per Member Agency</b>
<b>Coverage B: Public Crisis Communication - \$ 50,000</b>	<b>Each Public Crisis Event Per Member Agency</b>
<b>Coverage A and B Combined Limit: - \$300,000</b>	<b>Coverage A and B Annual Aggregate Per Member Agency</b>
<b>Coverage A and B Combined Limit: - \$600,000</b>	<b>Per Pool</b>
<b>Retained Limit - \$0</b>	<b>Per Member Agency</b>

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**SECTION I – SUPPLEMENTAL COVERAGE AGREEMENT:**

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**A. Advancement of Public Crisis Response Costs during a Public Crisis Event:**

The Authority's reinsurer will pay on behalf of the Member Agency those **Public Crisis Response Costs** that may be associated with **occurrences** covered by the **Memorandum** that arise out of a **Public Crisis Event** that first commenced during the Coverage Period, up to the amount of the **Public Crisis Response Limit** shown in the SUPPLEMENTAL COVERAGE LIMITS of this Supplement. The Authority's reinsurer may advance directly to third parties the amount of **Public Crisis Response Costs** that may be associated with damages covered by the **Memorandum**.

**B. Public Crisis Communication Expenses:**

The Authority's reinsurer will pay on behalf of the Member Agency the costs of **Crisis Communication Services** arising from a **Public Crisis Event** that first commences during the Coverage Period, up to the amount of the **Crisis Communication Coverage Limit**.

**C.** A **Public Crisis Event** will be deemed to have first commenced at the time during the Coverage Period when a **Key Executive** of the Member Agency first becomes aware of an **Occurrence** that gives rise to a **Public Crisis Event** and shall end at the earliest of the time that the Authority's reinsurer determines that a crisis no longer exists or when the **Coverage A and B Combined Limit**, whichever applies, has been exhausted.

**D.** The **Public Crisis Event** must arise out of, or result from, an occurrence that would otherwise be covered under the terms of the **Memorandum**.

**E.** No amount of Retained Limit shall apply to a Public Crisis Event or Public Crisis Response. The Supplemental coverage provided is first dollar coverage, subject to all of the terms and conditions of this Supplement.

**F.** The SUPPLEMENTAL COVERAGE LIMITS shown above are in addition to the Limits of Coverage shown in the Declarations of the Memorandum of Coverage.

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**SECTION II – SUPPLEMENTAL LIMITS OF COVERAGE:**

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- A. The **Public Crisis Response Limit** is the most the **Authority's** reinsurer will pay for all **Public Crisis Response Costs** under this Supplement, regardless of the number of **Public Crisis Events** deemed to have first commenced during the Coverage Period.
- B. The **Public Crisis Communication Limit** is the most the **Authority's** reinsurer will pay for all **Public Crisis Communication Costs** under this Supplement, regardless of the number of **Public Crisis Events** deemed to have first commenced during the Coverage Period.
- C. The **Coverage A and B Combined Limit** is the most the **Authority's** reinsurer will pay in the aggregate for all **Public Crisis Response Costs** and **Public Crisis Communication Costs** under this Supplement, regardless of the number of **Public Crisis Events** deemed to have first commenced during the Coverage Period.
- D. The **Authority's** reinsurer will have no obligation to advance **Public Crisis Response Costs** or to pay **Public Crisis Communication Costs** from the earliest of the time that the **Authority's** reinsurer determines that a crisis no longer exists or when the **Coverage A and B Combined Limit**, whichever applies, has been exhausted.

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**SECTION III – ADDITIONAL DEFINITIONS:**

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- A. **Public Crisis Communication Limit** means the limit shown for **Coverage B: Public Crisis Communication** in the SUPPLEMENTAL COVERAGE LIMITS of this Supplement.
- B. **Public Crisis Communication Firm** means any public relations firm approved by the **Authority's** reinsurer that is hired by the **Authority's** reinsurer to perform **Public Crisis Communication Services** in connection with the **Public Crisis Event**.
- C. **Public Crisis Communication Services** means those services performed by a **Public Crisis Communication Firm** in advising the **Member Agency** from a covered **Public Crisis Event** by maintaining and restoring public confidence in that **Member Agency**.
- D. **Public Crisis Communication Costs** means the following amounts incurred during a covered **Public Crisis Event**:
  - 1. Amounts for the reasonable and necessary fees and expenses incurred by a **Public Crisis Communication Firm** in the performance of **Crisis Communication Services** for a **Member Agency** solely arising from a covered **Crisis Management Event**; and
  - 2. Amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of a **Member Agency** or a **Public Crisis Communication Firm** that are incurred at the direction of a **Public Crisis Communication Firm**, and solely arising from a covered **Crisis Management Event**.
- E. **Public Crisis Event** means an event, situation or occurrence that, in the good faith opinion of a **Key Executive** of the **Member Agency** and with the concurrence of the **Authority's** reinsurer, in absence of **Public Crisis Communication Services**, has arisen out of or resulted from:
  - 1. occurrences that are provided coverage for under the terms of the **Memorandum**, and
  - 2. the potential for significant adverse multi-state or national news media coverage for the **Member Agency** in connection with such event, situation or occurrence

The **Public Crisis Event** may have components of escalating intensity that has led to interference of the normal operations of the **Member Agency** that jeopardizes the public opinion of the **Member Agency**, and receives close media or governmental scrutiny.

- F. **Public Crisis Response Costs** means the following reasonable and necessary expenses incurred during a **Public Crisis Event** and directly caused by a **Public Crisis Event**, provided that such expenses have been pre-approved by the **Authority's** reinsurer and are associated with damages that would be covered by the **Memorandum**, as follows:
1. Medical expenses;
  2. Funeral expense;
  3. Psychological counseling;
  4. Travel expenses;
  5. Temporary living expenses;
  6. Expenses to secure the scene of a **Public Crisis Event**; and
  7. Any other expenses as pre-approved by the **Authority's** reinsurer.
- G. **Public Crisis Response Limit** means the limit shown for **Coverage A: Public Crisis Response** in the SUPPLEMENTAL COVERAGE LIMITS of this Supplement.
- H. **Key Executive** means the City Manager/Chief Executive Officer, Assistant City Manager, Department Director, Mayor or General Counsel of the **Member Agency**. A **Key Executive** also means any other person designated as such in writing by the **Member Agency's** Board of Directors prior to or at the time the **Public Crisis Event** first commenced.

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#### SECTION IV – ADDITIONAL EXCLUSIONS:

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- A. This supplemental coverage will not apply to any **Public Crisis Response Costs** or **Public Crisis Communication Costs** in connection with a **Public Crisis Event**:
1. arising out of, based upon or attributable to any acts alleged, or to the same or related acts alleged or contained, in any crisis, claim or **Suit** that has been reported, or in any circumstances where notice has been given under any coverage of which this **Memorandum** is a renewal or replacement or which it may succeed in time; or
  2. arising out of, based upon or attributable to any pending or prior crisis, claim, or **Suit** as of the inception date of this **Memorandum**;
  3. arising out of, based upon or attributable to any crisis, claim or **Suit** that is not otherwise covered by the **Memorandum**

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#### SECTION V – ADDITIONAL CONDITIONS:

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- A. To be eligible for the advancement of **Public Crisis Response Costs** or the payment of any **Public Crisis Communication Cost**, the **Member Agency** must report any **Public Crisis Event** to the approved **Public Crisis Communication Firm** or directly to the **Authority's** reinsurer as soon as practicable when the **Member Agency's** **Key Executive** first becomes aware of an **Occurrence** that may reasonably be expected to give rise to a **Public Crisis Event**.

Notice of a **Public Crisis Event** must be given to the approved **Public Crisis Communication Firm**, the Abernathy-MacGregor Group, by calling and speaking with a representative of the Abernathy-MacGregor Group at one of the following first points of contact phone numbers:

Los Angeles Office Contacts	New York Office Contacts
<p><b>Ian Campbell</b>  <i>Managing Director</i>            Office: (213) 630-6550            Cell: (213) 403-0612            Email: <a href="mailto:IDC@abmac.com">IDC@abmac.com</a></p>	<p><b>Rhonda Barnat</b>  <i>Managing Director</i>            Office: (212) 371-5999            Cell: (212) 940-9518            Email: <a href="mailto:RB@abmac.com">RB@abmac.com</a></p>
<p><b>Matt Reid</b>  <i>Managing Director</i>            Office: (213) 630-6550            Cell: (213) 317-1605            Email: <a href="mailto:MJR@abmac.com">MJR@abmac.com</a></p>	<p><b>Joshua Pak</b>  <i>Managing Director</i>            Office: (212) 371-5999            Cell: (212) 940-9515            Email: <a href="mailto:JIP@abmac.com">JIP@abmac.com</a></p>
<p><b>Nazan Riahei</b>  <i>Managing Director</i>            Office: (213) 630-6550            Cell: (213) 219-0599            Email: <a href="mailto:NKR@abmac.com">NKR@abmac.com</a></p>	<p><b>Kendell Moore</b>  <i>Managing Director</i>            Office: (212) 371-5999            Cell: (212) 940-9506            Email: <a href="mailto:KEM@abmac.com">KEM@abmac.com</a></p>

Written notice shall be given as soon as soon as practicable thereafter and should include:

1. how, when and where the **Public Crisis Event** is taking or took place;
  2. the names, addresses, and contact information of any injured parties and any witnesses; and
  3. the nature and location of any injury or damage arising out the **Public Crisis Event**.
- B.** Any payment by the **Authority's** reinsurer for **Public Crisis Communication Costs** or any advancement of **Public Crisis Response Costs** under this Supplement will not:
1. be deemed to be a determination of the **Member Agency's** liability with respect to any claim or **Suit** that results from a **Public Crisis Event**; and
  2. create any duty for the **Authority** to defend any **Suit** or to investigate any claim arising from a **Public Crisis Event**, nor trigger, create or imply any coverage obligations under the **Memorandum**

All other terms, definitions, conditions and exclusions of the **Memorandum** remain unchanged.

# ICRMA

2021/2022 Liability Program  
Memorandum of Coverage

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**INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY  
MEMORANDUM OF LIABILITY COVERAGE  
MEMORANDUM NO. ICRMA 2021-2022**

**Declarations**

1. COVERED MEMBERS: Members of the ICRMA liability program, per Schedule A
2. MEMORANDUM PERIOD: From 7-1-2021 to 7-1-2022  
12:01 A.M. Pacific Time

**3. LIMIT OF COVERAGE:**

\$33,000,000 per occurrence excess the ICRMA pooled retained limit (which is inclusive of the Member retained limit), all per Schedule A, excepting Fullerton and Santa Ana. \$27,000,000 per occurrence excess the Member retained limit set forth in Schedule A as to Fullerton. \$32,000,000 per occurrence excess the Member retained limit set forth in Schedule A as to Santa Ana.

In the event ICRMA elects or is obligated to provide coverage which is not reinsured, the maximum liability limit that ICRMA is obligated to pay is \$2,000,000, inclusive of the Member retained limit.

The following aggregate limits shall apply per Member, except as otherwise stated:

<b>Public Officials' Errors and Omissions Liability</b>	<b>Annual Aggregate</b>
ICRMA pooled retained limit, inclusive of the Member retained limit per Schedule A, to \$2,000,000	\$2,000,000
\$2,000,000 excess of \$2,000,000*	\$15,000,000***
\$5,000,000 excess of \$4,000,000**	\$10,000,000****
\$4,000,000 excess of \$9,000,000	\$8,000,000*****
\$2,000,000 excess of \$13,000,000	\$4,000,000*****
\$3,000,000 excess of \$15,000,000	\$12,000,000*****
\$2,000,000 excess of \$18,000,000	\$4,000,000*****
\$10,000,000 excess of \$20,000,000	\$20,000,000*****
\$5,000,000 excess of \$30,000,000	\$5,000,000*****
<b>Wrongful Employment Practices Liability</b>	
ICRMA pooled retained limit, inclusive of the Member retained limit per Schedule A, to \$2,000,000	\$2,000,000
\$2,000,000 excess of \$2,000,000*	\$15,000,000***
\$5,000,000 excess of \$4,000,000**	\$10,000,000****
\$4,000,000 excess of \$9,000,000	\$8,000,000*****
\$2,000,000 excess of \$13,000,000	\$4,000,000*****
\$3,000,000 excess of \$15,000,000	\$12,000,000*****
\$2,000,000 excess of \$18,000,000	\$4,000,000*****
\$10,000,000 excess of \$20,000,000	\$20,000,000*****
\$5,000,000 excess of \$30,000,000	\$5,000,000*****

**All Other Liability<sup>1</sup>**

ICRMA pooled retained limit, inclusive of the  
Member retained limit per Schedule A, to \$2,000,000  
\$2,000,000 excess of \$2,000,000\*  
\$5,000,000 excess of \$4,000,000\*\*  
\$4,000,000 excess of \$9,000,000  
\$2,000,000 excess of \$13,000,000  
\$3,000,000 excess of \$15,000,000  
\$2,000,000 excess of \$18,000,000  
\$10,000,000 excess of \$20,000,000  
\$5,000,000 excess of \$30,000,000

no aggregate  
\$15,000,000\*\*\*  
no aggregate  
\$8,000,000\*\*\*\*  
\$4,000,000\*\*\*\*\*  
\$12,000,000\*\*\*\*\*  
\$4,000,000\*\*\*\*\*  
\$20,000,000\*\*\*\*\*  
no aggregate\*\*\*\*\*

\* Based on its retained limit set forth in Schedule A, Santa Ana retains \$1,000,000 of coverage, per occurrence within this layer.

\*\* Based on its retained limit set forth in Schedule A, Fullerton retains \$1,000,000 of coverage, per occurrence within this layer.

\*\*\* Subject to a \$15,000,000 Pool Annual Aggregate, all lines of coverage, for all members except Fullerton who does not participate in this layer.

\*\*\*\*\$1,000,000 per occurrence subject to a maximum annual reimbursement of \$2,000,000 for Fullerton.

\*\*\*\*\*Not applicable to Auto Liability.

\*\*\*\*\*\$4,000,000 aggregate, per member, subject to a Maximum Reinsurance Limit of \$8,000,000. Maximum Reinsurance Limit does not apply to Occurrences arising out of the operation of an Auto.

\*\*\*\*\*Group Annual Aggregate excluding Auto Liability.

\*\*\*\*\*Group Annual Aggregate.

\*\*\*\*\*Group Annual Aggregate.

\*\*\*\*\*Group Annual Aggregate.

Documents attached at issuance: Schedule A, and Public Crisis Event Coverages

On Behalf of the INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY:

Authorized Representative

<sup>1</sup> Occurrences arising out of the operation of an automobile do not have an aggregate limit.

## Schedule A

The ICRMA pooled retained limit is \$2,000,000, inclusive of the applicable Member retained limit listed below as to each Member.

### Schedule of Members and Retained Limits

<b>Member</b>	<b>Retained Limit</b>
Adelanto	\$250,000
Bell	\$250,000
Downey*	\$2,000,000
El Monte	\$500,000
El Segundo	\$750,000
Fullerton*	\$8,000,000
Glendora	\$250,000
Hawthorne	\$500,000
Hermosa Beach	\$250,000
Huntington Park	\$500,000
Inglewood	\$2,000,000
Lynwood	\$250,000
Monterey Park	\$500,000
San Fernando	\$250,000
Santa Ana*	\$3,000,000
South Gate	\$500,000

\*As the retained limit of these Members is equal to or exceeds the ICRMA pooled retained limit set forth above, there is no ICRMA pooled retained limit as to those Members.



1	<u>City Fiscal Year 2021-22</u>	
2	Original Agreement	\$500,000
3	<u>Amendment 1</u>	<u>\$300,000</u>
4	Subtotal	\$800,000
5		
6	<u>City Fiscal Year 2022-23</u>	<u>\$1,332,000</u>
7		
8	<u>City Fiscal Year 2023-24</u>	<u>\$1,332,000</u>
9	TOTAL:	\$3,464,000

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**Section 3.**

Pursuant to Article 5 of Agreement No. 21-191, this Agreement is extended for an additional period of one year and shall remain in effect through September 30, 2024, unless sooner terminated or extended in whole or in part as provided for herein.

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**Section 4.**

The parties agree that all other provisions, terms, and conditions of Agreement No. 21-191 shall remain unchanged and in full effect and force.

**IN WITNESS WHEREOF**, the City of Inglewood and Public Entity, have executed this Agreement as of the date first above written.

**CITY OF INGLEWOOD**

**CITY OF HAWTHORNE**

\_\_\_\_\_  
James T. Butts, Jr., Mayor

\_\_\_\_\_  
Alex Vargas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Aisha L. Thompson, City Clerk

\_\_\_\_\_  
Robert Kim, City Attorney

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth R. Campos, City Attorney



# POLICE DEPARTMENT

Est. 1922

CITY OF HAWTHORNE

## HOURLY RATES

FY 2023-24

PUBLIC ENTITY CONTRACT  
HOURLY RATES FOR LAW ENFORCEMENT SERVICES

Service Unit	Hourly Rate	Liability	Total
Police Officer	\$112.00	0	\$112.00
Police Sergeant	N/A (\$112.00)	0	N/A (\$112.00)
Police Lieutenant	N/A (\$112.00)	0	N/A (\$112.00)

\*For any reimbursed paid detail staffed by a Hawthorne Police Department sergeant or lieutenant, in addition to, or in lieu of, a Hawthorne Police officer, the entity involved for the services provided will be charged only the "Police Officer" rate listed above.



1 specific dates of service, hours of operation, number of personnel requested,  
2 classification of personnel requested and duties and responsibilities associated with the  
3 type of service requested. The request shall be submitted to Public Entity's Chief of  
4 Police. The request shall be signed by the Inglewood Chief of Police, or his designee.

5       Thereafter, Public Entity will notify Inglewood indicating the amount and type of  
6 supplemental law enforcement services Public Entity will provide for the Event. Notices  
7 provided by Public Entity indicating the type and amount of supplemental services that  
8 will be provided by Public Entity for a specific event must be signed by the Chief of Police  
9 in order to be valid and binding on Public Entity.

10       1.3 Inglewood hereby grants to Public Entity and its personnel the right to  
11 transmit and broadcast communications to the Inglewood Police Department's units via  
12 the Inglewood Police Department's primary dispatch frequency and/or any other law  
13 enforcement frequency for which Inglewood is licensed by the Federal Communications  
14 Commission.

15       1.4 Under no circumstances shall Public Entity's inability or failure to provide  
16 supplemental law enforcement services because of an emergency, disaster, or other  
17 incident constitute a breach of this Agreement.

18       1.5 Public Entity shall furnish and supply all necessary labor, supervision,  
19 personnel, equipment, communications, fuel, and supplies necessary to provide  
20 supplemental law enforcement services for special events. Notwithstanding the  
21 foregoing, the services performed by Public Entity, the discipline of Public Entity officers,  
22 and other matters incident to the performance of services, including the control of  
23 personnel so employed shall remain with Public Entity and shall be performed pursuant  
24 to Public Entity's Police Department's policies and procedures.

25       1.6 The parties agree that for purposes of providing the supplemental law  
26 enforcement services herein, Inglewood shall be in charge of creating all operational  
27 plan(s) related to said events.

28       1.7 All services shall be performed to the satisfaction of Inglewood.

1 **ARTICLE 2 – PERSONNEL**

2 2.1 The classification, approximate numbers of personnel and number of  
3 hours shall be determined and mutually agreed up by the Parties prior to the provision  
4 of the requested supplemental law enforcement services.

5 2.2 Inglewood shall not be liable or legally responsible for the direct payment  
6 to any of Public Entity personnel for salaries, wages, or other compensation for services  
7 performed pursuant to this Agreement or for any claims made by Public Entity personnel  
8 for personal injuries, including but not limited to Workers' Compensation claims or  
9 benefits, arising in connection with services rendered pursuant to this Agreement. All  
10 Public Entity employees who work in conjunction with Inglewood pursuant to this  
11 Agreement shall remain employees of Public Entity and shall not have any claim or right  
12 to employment, civil service protection, salary, or benefits or claims of any kind from  
13 Inglewood based on this Agreement. No Public Entity employees shall become  
14 employees of Inglewood.

15 **ARTICLE 3 – COMPENSATION**

16 3.1 Inglewood will compensate Public Entity for the services performed per  
17 this Agreement, during the Term of this Agreement, and at the billing rate set forth in  
18 Exhibit "A" to this Agreement, which is attached hereto and incorporated by reference.

19 3.2 The rates in Exhibit "A" are developed by Public Entity. These rates are  
20 designed to reimburse Public Entity costs in the compensation of employees, the  
21 administration of workers' compensation benefits, and Public Entity's overhead  
22 attributable to providing the services identified in this Agreement.

23 3.3 The maximum cost for Public Entity supplemental law enforcement  
24 services shall not exceed \$2,200,000 during the term of this Agreement.

25 **ARTICLE 4 – INDEMNIFICATION**

26 4.1 Inglewood shall indemnify, defend, and hold harmless Public Entity, its  
27 governing body, elected and appointed officers, employees, and agents from and  
28 against any and all liability, including but not limited to demands, claims, actions, fees,

1 costs, and expenses (including attorney and expert witness fees), arising from or  
2 connected with Inglewood's acts and/or omissions arising from and/or relating to this  
3 Agreement.

4 4.2 Public Entity shall indemnify, defend, and hold harmless Inglewood, its  
5 governing body, elected and appointed officers, employees, and agents from and  
6 against any and all liability, including but not limited to demands, claims, actions, fees,  
7 costs, and expenses (including attorney and expert witness fees), arising from or  
8 connected with the Public Entity's acts and/or omissions arising from and/or relating to  
9 this Agreement.

10 4.3 The Indemnification and Hold Harmless provisions above shall be limited  
11 in duration to the Term of this Agreement. However, each entity's obligation to indemnify,  
12 defend, and hold harmless shall apply to any and all injuries, losses, or damages which  
13 occur or accrue during the date(s) of the Event(s), but which are reported after this  
14 Agreement's ending date.

15 **ARTICLE 5 – TERM**

16 5.1 This Agreement shall commence upon execution by the parties and shall  
17 remain in effect through September 30, 2025 unless sooner terminated or extended in  
18 whole or in part as provided for herein.

19 5.2 The term of this Agreement may be extended by the parties for up to two  
20 additional one-year periods, at the parties' mutual agreement.

21 **ARTICLE 6 – RIGHT OF TERMINATION**

22 6.1 Either party may terminate this Agreement with or without cause by giving  
23 not less than sixty (60) calendar days advance written notice to the other party.

24 6.2 In the event of a termination, each party shall fully discharge all obligations  
25 owed to the other party accruing prior to the date of such termination, and, except as  
26 otherwise provided herein, each party shall be released from all obligations, which would  
27 otherwise accrue subsequent to the date of termination.

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**ARTICLE 7 – PAYMENT PROCEDURES**

7.1 Within forty-five (45) calendar days from each Event, Public Entity will deliver to Inglewood an invoice for the Services and Inglewood will pay any undisputed amount within forty-five (45) calendar days from the date of receipt of Public Entity’s invoice. The invoice and payment shall each be delivered pursuant to the Notice requirements in this Agreement.

7.2 For all disputed amounts, Inglewood will provide Public Entity with written notice of the dispute including the invoice date, amount, and reasons for dispute within twenty (20) days after receipt for the invoice. The Parties shall memorialize the resolution of the dispute in writing.

7.3 Where Inglewood has an agreement with a third party for reimbursement for the costs of supplemental law enforcement services for Events covered by this Agreement which Public Entity has provided supplemental law enforcement services, Inglewood’s time to pay Public Entity as specified in Section 7.1 shall be extended in cases where a third party has not provided reimbursement to Inglewood in the time proscribed between the agreement between Inglewood and said third party.

7.4 Where Inglewood has an agreement with a third party for reimbursement for the costs of supplemental law enforcement services for Events covered by this Agreement which Public Entity has provided supplemental law enforcement services, and Inglewood not received its reimbursement, Public Entity’s remedy to obtain payment for services provided herein shall be against the third party and not Inglewood.

**ARTICLE 8 - AMENDMENTS**

8.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of Inglewood and Public Entity.

**ARTICLE 9 – INSURANCE**

9.1 Each party agrees to either self-insure in an amount not less than specified below or insure against damages or injuries which may arise from the activities

1 contemplated by this Agreement by purchasing and maintaining for the term of this  
2 Agreement a commercial general liability insurance policy, and automobile policy, both with  
3 a combined single limit of not less than two million dollars (\$2,000,000), which policy shall  
4 include or be endorsed to include the other party as an additional insured. The Parties  
5 agree to provide evidence of such insurance upon request. Each party shall also carry  
6 Worker's Compensation Insurance for its own employees as required by law.

7 9.2 Public Entity agrees to waive, and to obtain endorsements from its workers'  
8 compensation insurer (if any) waving, subrogation rights under its workers' compensation  
9 insurance policy against the City.

10 **ARTICLE 10 – ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

11 10.1 A party shall not assign its rights and/or subcontract, or otherwise delegate,  
12 its duties under this Agreement, either in whole or in part, without the prior written consent  
13 of the other party, and any attempted assignment or delegation without such consent shall  
14 be null and void.

15 **ARTICLE 11 – GOVERNING LAW, JURISDICTION AND VENUE**

16 11.1 This Agreement shall be interpreted, construed and governed according to  
17 the laws of the State of California. In the event of litigation between the parties, venue in  
18 state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,  
19 Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the  
20 event of litigation in the United States District Court, venue shall lie exclusively in the  
21 Central District of California, in Los Angeles.

22 **ARTICLE 12 – NOTICE**

23 12.1 Any notices given pursuant to this Agreement shall be deemed received and  
24 effective on the date personally delivered or, if mailed, five (5) days after deposit of the  
25 same in the custody of the United States Postal Service, when properly addressed, posted  
26 and deposited in the United States mail addressed to the respective Parties as follows:  
27  
28

1 Inglewood:  
2 Chief Mark Fronterotta  
3 Inglewood Police Department  
4 City of Inglewood  
5 One Manchester Boulevard  
6 Inglewood, CA 90301

Public Entity:  
Chief Gary Tomatani  
Hawthorne Police Department  
12501 S. Hawthorne Blvd.  
Hawthorne, CA 90250

7 With Copies To:  
8 Aisha L. Thompson  
9 City Clerk  
10 City of Inglewood  
11 One Manchester Boulevard  
12 Inglewood, CA 90301

13 City Attorney  
14 City of Inglewood  
15 One Manchester Boulevard  
16 Inglewood, CA 90301

17 **ARTICLE 13 – VALIDITY**

18 13.1 If any provision of this Agreement or the application thereof to any person  
19 or circumstance is held invalid, the remainder of this Agreement and the application of  
20 such provision to other persons or circumstances shall not be affected thereby.

21 **ARTICLE 14 – WAIVER**

22 14.1 Waiver by any party to this Agreement of any term, condition, or covenant  
23 of this Agreement shall not constitute a waiver of any other term, condition, or covenant.  
24 Waiver by any party of any breach of the provisions of this Agreement shall not constitute  
25 a waiver of any other provision, not a waiver of any subsequent breach or violation of  
26 any provision of this Agreement. Acceptance by City of any work or services by Public  
27 Entity shall not constitute a waiver of any of the provisions of this Agreement.

28 **ARTICLE 15 – ENTIRE AGREEMENT**

15.1 This Agreement, and any executed Amendments hereto or thereto,  
constitute the complete and exclusive statement of understanding of the parties which  
supersedes all previous agreements, written or oral, and all communications between  
the parties relating to the subject matter of this Agreement. No change to this Agreement

1 shall be valid unless prepared pursuant to Section 8, Amendments, of this Agreement  
2 and signed by both parties.

3 **IN WITNESS WHEREOF**, the City of Inglewood and Public Entity, have executed  
4 this Agreement as of the date first above written.

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6 **CITY OF INGLEWOOD**

**PUBLIC ENTITY**

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10 \_\_\_\_\_  
James T. Butts, Jr., Mayor

\_\_\_\_\_   
Alex Vargas, Mayor

11 ATTEST:

APPROVED AS TO FORM:

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Aisha L. Thompson, City Clerk

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Robert Kim, City Attorney

16 APPROVED AS TO FORM:

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Rick R. Olivarez, Interim City Attorney

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# POLICE DEPARTMENT

Est. 1922

CITY OF HAWTHORNE

Exhibit "A"

## HOURLY RATES

FY 2024 – 2026

### PUBLIC ENTITY CONTRACT

### HOURLY RATES FOR LAW ENFORCEMENT SERVICES

Service Unit	Hourly Rate	Liability	Total
Police Officer	\$125.00	0	\$125.00
Police Sergeant	N/A (\$125.00)	0	N/A (\$125.00)
Police Lieutenant	N/A (\$125.00)	0	N/A (\$125.00)

\*Revised 09/17/2024

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**FIRST AMENDMENT TO AGREEMENT No.: 25-003**

**THIS FIRST AMENDMENT TO AGREEMENT No. 25-003** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Inglewood, a municipal corporation and charter city (“Inglewood”) and City of Hawthorne, a municipal corporation (“Public Entity”)

**WHEREAS**, City and Public Entity entered into Agreement No. 25-003 on October 1, 2024 for the performance of supplemental law enforcement functions related to special events (“Events”) taking place in the City of Inglewood; and

**WHEREAS**, Pursuant to “Article 5 – TERM”, Agreement No. 25-003 shall remain in effect through September 30, 2025, but may be extended for up to two additional one-year periods; and

**WHEREAS**, City and Public Entity now wish to amend Agreement No. 25-003 to adjust the hourly rate for the services provided, provide additional funding and to exercise the option to extend; and

**NOW THEREFORE**, pursuant to the authority set forth in Government Code sections 54981 and 55632 and in consideration of mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree to amend Agreement No. 25-003 as follows:

**Section 1.**

The billing rate sheet identified as Exhibit “A” attached to Agreement No. 25-003 is replaced by the attached Exhibit “A”. The hourly rates for law enforcement services shall be billed at the rates attached.

**Section 2.**

Delete and replace Article 3.3 COMPENSATION, to read as follows:  
3.3 The maximum compensation for Public Entity supplemental law enforcement services shall not exceed five million one hundred ninety one thousand six hundred dollars (\$5,191,600.00), as set forth as follows:

1	Original Agreement	\$2,200,000
2	<u>Amendment 1</u>	<u>\$2,991,600</u>
3	Total	\$5,191,600

4 **Section 3.**

5 Pursuant to Article 5 of Agreement No. 25-003, this Agreement is extended for  
6 an additional period of one year and shall remain in effect through September 30, 2026,  
7 unless sooner terminated or extended in whole or in part as provided for herein.

8 **Section 4.**

9 The parties agree that all other provisions, terms, and conditions of Agreement  
10 No. 25-003 shall remain unchanged and in full effect and force.

11 **IN WITNESS WHEREOF**, the City of Inglewood and Public Entity, have executed  
12 this Agreement as of the date first above written.

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14 **CITY OF INGLEWOOD**

**CITY OF HAWTHORNE**

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\_\_\_\_\_  
James T. Butts, Jr., Mayor

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Alex Vargas, Mayor

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19 ATTEST:

APPROVED AS TO FORM:

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\_\_\_\_\_  
Aisha L. Thompson, City Clerk

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Robert Kim, City Attorney

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24 APPROVED AS TO FORM:

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Rick R. Olivarez, Interim City Attorney

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POLICE DEPARTMENT

**HOURLY RATES**

**FY 2025 – 2026**

PUBLIC ENTITY CONTRACT

HOURLY RATES FOR LAW ENFORCEMENT SERVICES

Service Unit	Hourly Rate	Liability	Total
Police Officer	\$135.00	0	\$135.00
Police Sergeant	\$150.00	0	\$150.00
Police Lieutenant	\$175.00	0	\$175.00

\*For SoFi Stadium events, IPD will request one (1) HPD Lieutenant to serve as the HPD Officer in Charge (OIC). In addition, for every five (5) HPD Officers requested, IPD will also request one (1) HPD supervisor (Lieutenant or Sergeant).

\*For Kia Forum or Intuit Dome events, IPD may request one (1) HPD Sergeant in lieu of a Lieutenant to serve as the HPD OIC.

\*In the event an officer staffing request cannot be fully met, HPD may assign Sergeants and/or Lieutenants to fill officer positions. In such cases, reimbursement by IPD shall be at the Police Officer rate for those filled positions.



**AGENDA ITEM NO. 10.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025

Originating Department: City Attorney

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**City Manager: Department Head:**

**SUBJECT:**

Sublease Non-Disturbance & Attornment Agreement Re. Hangar 42 from 395 Park Place, LLC to Hawthorne Green, LLC.

**RECOMMENDED MOTION:**

Staff recommends that the city council approve the Sublease Non-Disturbance & Attornment Agreement for the Assignment of Hangar 42 from 395 Park Place, LLC. to Hawthorne Green, LLC. and authorize the City Manager to execute the Agreements and make minor amendments thereto.

**DISCUSSION:**

The City of Hawthorne is the Master Landlord of the Airport Ground Lease with Hawthorne Airport, LLC (HA LLC). The Master Ground Lease provides for the City to not unreasonably withhold the assignments of subleases. Hawthorne Airport, LLC. has approved the assignment of Hangar 42 from 395 Park Place, LLC. (395) to Hawthorne Green, LLC (Hawthorne Green). The Assignments and Assumption Agreement for Hangar 42 are attached hereto. The City's approval would acknowledge the sublease agreement and the purchase and sale agreement between 395 and Hawthorne Greene.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

N/A

**FISCAL IMPACT:**

None

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to Ralph M. Brown Act.

**ATTACHMENTS**

Non-Disturbance Agreement  
Hangar 42 Sublease Agreement  
Hangar 42 PSA

## NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“AGREEMENT”) dated as of June 3, 2025, is made by and between THE CITY OF HAWTHORNE, a municipal corporation (“MASTER LANDLORD”), and HAWTHORNE GREEN LLC, a California limited liability company (“BUYER”), who agree as follows:

### 1. Background.

- A. **MGL.** MASTER LANDLORD is the owner of the municipal airport commonly known as the "Hawthorne Municipal Airport- Jack Northrup Field" generally (the “AIRPORT”), including the portion commonly referred to as Hangar 42, (the “HANGAR”), located in the City of Hawthorne, County of Los Angeles, California. The HANGAR is subject to a certain Master Ground Lease (hereinafter referred to as the “MGL”) between the MASTER LANDLORD, as landlord, and Hawthorne Airport, LLC, a Delaware limited liability company, as tenant.
- B. **Purchase and Sale Agreement.** 395 Park Place, LLC, a California limited liability company (“SELLER”) and BUYER are contemporaneously entering into a Purchase And Sale Agreement, and concurrently entering into a ground sublease (the “SUBLEASE”) of the premises on which the HANGAR will be located (the “SUBLEASED PREMISES”) as part of the transaction.
- C. **Purpose.** The MASTER LANDLORD and BUYER desire to assure BUYER's possession of the HANGAR upon the terms and conditions therein mentioned, irrespective of a termination of the MGL.

- 2. **Consent.** MASTER LANDLORD consents to the execution and delivery of the Sublease in the form attached hereto as Exhibit "1". MASTER LANDLORD acknowledges and agrees that BUYER will be afforded all of the rights to use the AIRPORT as may be appurtenant to the SUBLEASED PREMISES consistent with the terms of the MGL, which include a non-exclusive right to use the COMMON AREAS (as defined in the MGL) as reasonably necessary for the continued use and enjoyment of the Subleased Premises as permitted hereunder.

### 3. Continuation of Sublease.

- A. **Continuation.** If the current term of the MGL shall terminate before the expiration of the term of the Sublease, for any reason other than condemnation, fire or other damage to the HANGAR, then, subject to the conditions set forth in Section 3.B below, the Sublease, if

then in existence, shall continue as a lease between MASTER LANDLORD as landlord, and BUYER, as tenant, with the same force and effect as if MASTER LANDLORD, as landlord, and BUYER, as tenant, had entered into a lease as of the date of the termination of the MGL, containing the same terms, covenants and conditions as those contained in the sublease for a term equal to the unexpired term of the SUBLEASE.

- B. **Conditions.** As provided in Section 16.2.2 of the MGL, the continuation of the SUBLEASE shall occur only if at the time of the termination of the MGL: (i) not more than two months' rent under the SUBLEASE shall have been prepaid, (ii) no default shall exist under the SUBLEASE which at such time would then permit the SELLER or MASTER LANDLORD under the SUBLEASE to terminate or to terminate any dispossession remedy under the SUBLEASE, and (iii) BUYER shall deliver to MASTER LANDLORD an instrument confirming the agreement of BUYER to attorn to MASTER LANDLORD and to recognize MASTER LANDLORD as BUYER's landlord under the SUBLEASE.
  - C. **Rights Limited to BUYER and BUYER's Assignee.** The rights under this Section 3 shall inure to the benefit of BUYER and any assignee of BUYER who assumes the obligations of BUYER under the SUBLEASE.
  - D. **Curing SELLER Default.** Any option which shall be or become vested in BUYER to cancel the SUBLEASE, because of default of SELLER, shall be ineffective unless BUYER shall give MASTER LANDLORD notice of such default, and MASTER LANDLORD shall fail to cure such default within the time and in the manner, SELLER would have been authorized to do had SELLER simultaneously received such notice. The provisions of this paragraph shall apply to any default occurring before or after the termination of the MGL.
4. **Attornment.** From and after any termination of the MGL:
- A. BUYER will attorn to MASTER LANDLORD, and MASTER LANDLORD will accept such attornment.
  - B. MASTER LANDLORD will have the same remedies by entry, action or otherwise of the nonperformance of any agreement contained in the SUBLEASE for the recovery of rent, for the commission of any waste or for any cause of forfeiture which SELLER had or would have had if the MGL had not been terminated.
  - C. From and after the time of such attornment, BUYER shall have the same remedies against MASTER LANDLORD for the breach of an agreement contained in the SUBLEASE that BUYER might have had against SELLER if the MGL had not been terminated, except that

MASTER LANDLORD shall not be (i) liable for any act or omission of SELLER, (ii) subject to any offsets or defenses which BUYER might have against SELLER, or (iii) bound by any rent or additional rent which BUYER might have paid in advance to SELLER.

5. **Amendments**. Neither BUYER nor its successors or assigns shall enter into any agreement with shall surrender, merge, or modify in any material respect the SUBLEASE without MASTER LANDLORD's consent. Any agreement made in contravention to the provisions of this Section 5 shall be of no force or effect as to MASTER LANDLORD.
6. **Definition of MASTER LANDLORD**. The term "MASTER LANDLORD" as used in this Agreement means only the owner for the time being of the AIRPORT, so that in the event of any sale or other transfer of the AIRPORT, MASTER LANDLORD shall be and thereby is entirely freed and relieved of all covenants and obligations of the MASTER LANDLORD under this AGREEMENT so long as MASTER LANDLORD's successor assumes the obligations of MASTER LANDLORD under this AGREEMENT. The provisions of this AGREEMENT, however, shall bind any subsequent owner of the AIRPORT.
7. **Notices**. Any notices relating to this AGREEMENT shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally by generally recognized overnight courier service, by electronic mail ("email"), which shall be deemed effective when receipt is acknowledged electronically or by return email, or upon receipt after deposit in the United States mail certified or registered return receipt requested, with postage prepaid addressed as follows:

**MASTER LANDLORD:** The City of Hawthorne  
4455 West 26th Street  
Hawthorne, CA 90250  
Attn: City Manager and City Attorney

**BUYER:** Hawthorne Green LLC  
8737 Wilshire Blvd  
Beverly Hills, CA 90211  
Attn: Jeff Green  
jeffgreen@u-s-merchants.com

With a copy of such notice to:

Gregg Zucker  
Foundation Law Group  
2049 Century Park East, Suite 2460  
Los Angeles, CA 90067  
gregg@foundationlaw.com

Either party and its respective successors in interest taking the benefit of this Agreement may designate by notice in writing a new or other address to which such notice or demand shall thereafter be so given made or mailed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

The parties have agreed as set forth above as of the date indicated next to their signature.

**BUYER:**

HAWTHORNE GREEN LLC

Date: June 9, 2025

By: 

Printed Name: JEFF GREEN

Title: Manager

**MASTER LANDLORD**

CITY OF HAWTHORNE, a municipal corporation

Date:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_


Title: \_\_\_\_\_

**MASTER TENANT CONSENT**

The undersigned hereby consents to the execution and delivery of the foregoing Non-Disturbance and Attornment Agreement and agrees that neither the execution of the same nor anything done pursuant to the provisions thereof shall be deemed or taken to modify the Master Lease referred to therein.

HAWTHORNE AIRPORT, LLC, a Delaware  
limited liability company

Date:

By: 

Printed Name: Levi Stockton

Title: Manager

# EXHIBIT "1" - GROUND SUBLEASE

**GROUND SUBLEASE**  
**(HANGAR 42)**

This Ground Sublease (“Sublease”) is entered into this Eleventh day of June, 2025, by and between 395 Park Place, LLC, a California limited liability company (“Sublessor”), and Hawthorne Green LLC, a California limited liability company (“Subtenant”), with regard to the following facts:

**RECITALS:**

A. Hawthorne Airport, LLC, a Delaware limited liability company (“Master Tenant”) is currently leasing from the City of Hawthorne, a California Municipal Corporation (“Master Landlord”), certain portions of the “Hawthorne Municipal Airport - Jack Northrop Field” (the “Airport”) pursuant to: (i) that certain Ground Lease dated as of January 3, 2005; (ii) that certain First Amendment to Ground Lease dated as of November 22, 2005; (iii) that certain Second Amendment to Ground Lease dated as of June 13, 2006; (iv) that certain Third Amendment to Ground Lease dated as of June 28, 2017; and (v) that certain Fourth Amendment to Ground Lease dated as of January 24, 2024 (collectively the “Master Ground Lease” or “MGL”). A true and correct copy of the Master Ground Lease is attached hereto as Exhibit “A”.

B. Sublessor and Master Tenant are parties to a certain ground sublease for a subset of land (the “Development Premises”) located at the Airport (the “Development Sublease”), under which Master Tenant and Sublessor have agreed for Sublessor to develop improvements upon the Development Premises, and sell those improvements to third parties subject to direct ground subleases for the land on which those improvements are located. A true and correct copy of the Development Sublease is attached hereto as Exhibit “B”. In connection with the execution and delivery of this Sublease, Master Tenant will agree that, to the extent its consent or approval is required under the terms of the Development Sublease, consent by Sublessor shall be deemed to be consent by Master Tenant as well.

C. In connection with that certain Hangar 42 Purchase And Sale Agreement between Sublessor and Subtenant (the “Purchase Agreement”) dated June 3, 2025, pursuant to which Sublessor is to construct an aircraft hangar (“Hangar 42”) and other tenant improvements (“Tenant Improvements”), Subtenant desires to sublease from Sublessor a portion of the Airport, commonly known as the ground under Hangar 42 and the ten (10) parking spaces located at the rear of Hangar 42 as more particularly shown on Exhibit “Y” (hereinafter the “Subleased Premises”), as depicted on Exhibit “C” attached hereto, and Sublessor has agreed to sublease the Subleased Premises to Subtenant upon the terms, covenants and conditions herein set forth.

## SUBLEASE:

In consideration of the Recitals set forth above and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Sublease. Sublessor hereby subleases and demises to Subtenant and Subtenant hereby hires and takes from Sublessor the Subleased Premises for the uses and upon the terms and conditions set forth in this Sublease. In addition to the foregoing, Sublessor grants to Subtenant during the term of this Sublease a non-exclusive right to use the Common Areas (as defined in Section 1.1) as reasonably necessary for the continued use and enjoyment of the Subleased Premises as permitted hereunder.

1.1 Use of Common Areas. Appurtenant to the Subleased Premises shall also be a nonexclusive right to use (1) the common areas and (2) all easements, licenses, and other rights of access over, upon and across all common areas of the Airport to which Sublessor and Master Tenant have access pursuant to the Development Sublease and the Master Ground Lease, which includes those rights generally described in the “Assurances – Airport Sponsors” between the FAA and they City of Hawthorne (the “Grant Assurances”) attached hereto as Exhibit “Z”. Subtenant acknowledges that Sublessor is not a party to, or in privity with any party to, the Grant Assurances. As used herein, the term “Common Areas” shall mean all areas and facilities within the Airport which are provided and designated from time to time by the Master Landlord for the general use and convenience of Subtenant and other tenants of the Airport and their respective employees, agents and invitees. Notwithstanding the forgoing, Sublessor shall, to the extent within Sublessor’s control, at all times allow or assist Subtenant in obtaining reasonable ingress and egress to the Subleased Premises across the common areas from a public street adjacent to the Airport and to the Airport runways and taxiways; provided, however, in no event shall the common areas be used for vehicular parking or any other non-aviation related purpose except to the extent designated for such uses. Specifically, Subtenant shall have non-exclusive use of the ramp space immediately adjacent to the Subleased Premises for ingress and egress. Neither Sublessor, nor Master Tenant, nor Advanced Air, LLC (“Advanced Air”), an affiliate of Sublessor, nor any other tenant person shall have any right to impede Subtenant’s access to Hangar 42. Subtenant agrees that no outside ramp or alleyway shall be used for the storage of aircraft parts or service equipment, lumber, metal, machinery, liquids, vehicles, trailers, or other materials unless permitted under the Master Ground Lease.

Subtenant acknowledges that Sublessor does not have authority to issue or grant Subtenant, or any other person, a gate card for access to the Airport; however, Sublessor shall provide such reasonable cooperation as it may be able to furnish to assist and facilitate Subtenant’s access to the Airport and the Subleased Premises, including the provision and securing of gate cards as may otherwise be permitted.

1.2 Sublessor’s Reserved Rights. Sublessor reserves the right to, from time to time, take the following actions, so long as such actions are taken in a manner to minimize any disruptions to the business and activities of Subtenant and Subtenant’s tenants, guests, and invitees and do not materially impair the ability of Subtenant or Subtenant’s tenants, guests, and invitees

to conduct their activities in the normal course of their respective businesses, including, specifically, the ability of Subtenant to hangar, park and move its aircraft in an unimpeded manner: (i) install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Airport leading through the Subleased Premises in locations which will not materially interfere with Subtenant's use thereof, and Sublessor will promptly repair any damage done by such actions, (ii) relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Subleased Premises which are so located or located elsewhere outside the Subleased Premises, and Sublessor will promptly repair any damage done by such actions, (iii) construct other buildings or improvements on the Airport (other than the Subleased Premises), (iv) build additional stories on any building or buildings on the Airport (other than the Subleased Premises), (v) lease any portion of the Airport (other than the Subleased Premises) for the construction of improvements or buildings, (vi) reconfigure and/or restripe driveways, walkways, and taxiways, and (viii) modify or enlarge the common areas, alter or relocate accesses to the Subleased Premises and the Airport, including both separate and common accesses and provisions of a separate access, or alter or relocate any common facility. Sublessor further reserves to itself the right, from time to time, to grant such non-exclusive easements, rights, and dedications outside the Subleased Premises that Sublessor reasonably deems necessary or desirable, and to cause the recordation of restrictions, so long as such easements, rights, dedications, and restrictions do not materially interfere with the use of the Subleased Premises by Subtenant or by Subtenant's tenants, guests, and invitees. Subtenant shall promptly sign any documents reasonably necessary to effect the aforementioned rights, upon request of Sublessor.

1.3 Tender of Possession. Subject to the terms and provisions of the Purchase Agreement and the terms and provisions of this Sublease, possession of the Subleased Premises pursuant to this Sublease shall be tendered and delivered by Sublessor, and accepted by Subtenant, in its "As-Is Where-Is" condition.

2. Term. The "Term" of this Sublease shall commence on the date of the issuance of the Certificate of Occupancy for the Subleased Premises, including the Hangar and the Tenant Improvements (the "Sublease Effective Date") and shall end, unless sooner terminated, at 11:59 PM on December 31, 2055 ("Expiration Date"), unless extended or renewed as hereinafter provided.

3. Rent.

3.1 Intentionally Deleted.

3.1.1. Initial Sublease Rent Payments. Subtenant and Sublessor hereby agree that the initial monthly installment of "Sublease Rent" shall be \$7,590.00 per month, payable on the first day of each month.

3.1.2. Annual Increases in Sublease Rent. Commencing on the first anniversary ("Base Date") of the first actual payment by Subtenant of Sublease Rent and each anniversary thereafter, Subtenant's Sublease Rent shall increase by the applicable rise, if any, in the Index (as that term is defined in the Master Ground Lease and interpreted in a manner consistent therewith), or 5%, whichever is lower. Such increase shall be determined in the manner described in Paragraph 3.4.2 of the Master Ground Lease with regard to "Base Rent", but the minimum adjustment described

in that section shall not be applicable. The Sublease Rent shall not decrease in the event the CPI figures reverse or are negative unless this Sublease is so amended in writing and such an amendment is approved by both the Master Tenant and Master Landlord, but any future increases shall take into account such reduction. Notwithstanding the foregoing, Subtenant shall not be responsible for any other increases in Base Rent or Operating Expenses under the Master Ground Lease (if any).

3.2 Late Charges; Interest on Past Due Obligations. If Subtenant fails to make any payment of Sublease Rent or other sum which, from time to time, becomes due and payable by Subtenant to Sublessor hereunder, within five (5) business days after the date on which such payment is due, Subtenant shall be required to pay Sublessor a late charge equal to three percent (3%) of the delinquent payment. Further, except as expressly herein provided, any amount which is payable by Subtenant to Sublessor which is not paid when due shall bear interest from the date due at a rate equal to ten percent (10%) per annum. Payment of such interest shall not excuse or cure any default by Subtenant under this Sublease.

3.3 Taxes. Sublessor shall be responsible for all taxes and assessments levied against the land constituting the Subleased Premises. Subtenant shall be responsible for and shall pay prior to delinquency all taxes and assessments, if any, levied against or by reason of all alterations and additions and all other items installed or paid for by Subtenant under this Sublease (including the construction of Hangar 42), and the personal property, trade fixtures and all of the property placed by Subtenant (or its tenants) in or about the Subleased Premises (collectively, the "Subtenant Installed Property"). Upon demand by Sublessor, Subtenant shall furnish Sublessor with satisfactory evidence of payment thereof. If at any time during the Term any of the Subtenant Installed Property shall be taxed or assessed as part of the Subleased Premises, then such tax or assessment shall be paid by Subtenant to Sublessor within thirty (30) days following presentation by Sublessor of copies of the tax bills in which such taxes and assessments are included and shall for the purposes of this Sublease be deemed to be personal property taxes or assessments under this Section 3.3.

3.4 Operating Expenses. Sublease Rent shall include Subtenant's Share of Operating Expenses. Subtenant shall not be required to pay any additional amounts on account of Operating Expenses.

3.4.1. As used in this Sublease, "Operating Expenses" shall refer to the Subtenant's share of all (i) all costs identified as "Operating Expenses" in Paragraph 3.2.1(b) of the Master Ground Lease, and (ii) Real Property Taxes (defined below).

3.4.2. Real Property Taxes. As used herein, the term "Real Property Taxes" shall include any form of real estate or possessory interest tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, income or estate taxes) imposed on the Airport and/or the Subleased Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire,

street, drainage, or other improvement district thereof, as against any legal or equitable interest of Sublessor in the Subleased Premises and/or the Airport. The term “Real Property Taxes” shall also include any tax, fee, levy, assessment, or charge in substitution of, partially or totally, any tax, fee, levy, assessment, or charge hereinabove included within the definition of “Real Property Tax”. Notwithstanding the foregoing to the contrary, Real Property Taxes shall not include (a) any tax, fee or assessment which is based upon any commercial enterprise operated by Sublessor or any third-party tenant or licensee at the Property, (b) penalties or interest incurred as a result of the failure by Sublessor or Landlord to pay any tax, fee or assessment when due, or (c) increases in Real Property Taxes resulting from any reassessment arising from any transfer of ownership of all or any part of the Property other than the Subleased Premises and/or the common areas.

3.5 Storage of Subtenant’s Aircraft Prior to the Sublease Effective Date. Sublandlord shall ensure that Subtenant is entitled (but not obligated) to store, use and operate its Bombardier Aviation Challenger 350 aircraft out of either Hangar 16 or Hangar 17 of the Airport at a discounted rate of \$5,951.00 per month prior to the Sublease Effective Date. If hangar space is requested by Subtenant for its new Bombardier Aviation Global 6500 aircraft, then Sublandlord shall ensure that an appropriately-sized hangar space out of the Airport is rented to Subtenant for that new aircraft at a discounted rate of \$15,000.00 per month prior to the Sublease Effective Date. The Parties further agree that if Hangar 42 has not been substantially completed and the Certificate of Occupancy for Hangar 42 is not issued by May 1, 2026, Sublandlord shall allow for the storage of Subtenant’s two aircraft in those locations free of charge following May 1, 2026 until the issuance of such Certificate of Occupancy.

4. Use of the Subleased Premises. Subtenant shall use the Subleased Premises as an aircraft hangar for the purpose of storing and maintaining multiple aircraft utilizing the Airport, and conducting other aircraft or aviation related activities permitted by the Master Ground Lease, subject, however, to Master Landlord’s prior written consent if required under the Master Ground Lease (collectively, the “Permitted Use”). Subtenant acknowledges that Master Landlord’s express written consent is required for any use of the Subleased Premises as (A) a fixed base operation, or (B) a fuel distribution facility or (C) a flight school. Subtenant acknowledges that, as a condition to providing consent to use of the Subleased Premises for purposes other than the Permitted Use, Master Landlord may impose various fees and charges, all of which shall be timely and fully paid by Subtenant. Sublessor will reasonably cooperate, at no cost or expense to Sublessor, with Subtenant in order for Subtenant to obtain any consent of Master Landlord required hereunder or under the Master Ground Lease.

4.1 Standard of Conduct; Rules and Regulations. Subtenant’s (and its tenants’) activities at the Subleased Premises shall be established and conducted throughout the term hereof in a first-class manner. Subtenant shall not use the Subleased Premises for or carry on or permit upon the Subleased Premises or the Property or any part thereof any offensive, noisy, or dangerous activity prohibited under the Master Ground Lease. Subtenant shall not do or permit anything to be done in or about the Subleased Premises or the Airport, nor bring nor keep anything therein which will in any way cause the Subleased Premises or the Airport to be uninsurable with respect to the insurance required by this Sublease or with respect to standard fire and extended coverage

insurance with vandalism, malicious mischief and riot endorsements. Subtenant (and its tenants) shall comply with rules and regulations (together with any authorized amendment or supplement thereto) as shall be adopted by Master Landlord and/or Sublessor in their reasonable discretion from time to time for the convenient, safe, and efficient operation of the Airport, including, without limitation, the rules attached hereto as Exhibit "D". Sublessor agrees to enforce all rules and regulations on a uniform, non-discriminatory basis. If Subtenant habitually fails to abide by the rules attached to Exhibit "D", Subtenant shall be deemed materially in violation of the Sublease.

4.2 Subtenant's Compliance with Laws. Subtenant shall not use the Subleased Premises or permit the Subleased Premises to be used in whole or in part for any purpose or use that is in violation of any of the laws, ordinances, regulations or rules of any governmental agency or public authority. Subtenant shall keep the Subleased Premises equipped with all safety appliances required by law, ordinance or insurance on the Subleased Premises, or any order or regulation of any public authority because of Subtenant's use of the Subleased Premises (including, without limitation, the Federal Occupational Health and Safety Act of 1970, and the California Occupational Health and Safety Act of 1973). Subtenant (and its tenants) shall (i) use the Subleased Premises in strict accordance with all applicable ordinances, rules, laws and regulations and shall comply with all requirements of all governmental authorities now in force and which may hereafter be in force pertaining to the use of the Subleased Premises by Subtenant, including, without limitation, California Hazardous Waste Control Act (Health & Safety Code Section 25100, et seq.), California Underground Storage of Hazardous Substances Act (Health & Safety Code Section 25280, et seq.), California Hazardous Substances Account Act (Health & Safety Code Section 25300, et seq.), California Porter-Cologne Water Quality Control Act (Water Code Section 13000, et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) and Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq. and all Environmental Statutes (as defined in the Master Ground Lease) and statutes and regulations applicable to noise, and air pollution, and (ii) make such alterations and additions thereto as may be required from time to time by such laws' ordinances, rules, regulations and requirements of governmental authorities, or insurance on the Subleased Premises because of Subtenant's use of the Subleased Premises.

4.3 Sublessor's Compliance with Laws. Sublessor shall not take, or fail to take, any actions that would cause Sublessor to violate any federal, state or municipal laws, regulations, ordinances, or policies, including without limitation, those regulations governing airports set forth in Parts 13 and 16 of the Federal Aviation Regulations ("FARs"), Title 14 Code of Federal Regulations ("CFR"), Parts 13, 16, as adopted by the Federal Aviation Administration ("FAA") and the United States laws by which such regulations have been adopted.

4.4 Protective Covenants. Subtenant will (i) comply in all material respects with any covenants, conditions, restrictions and regulations affecting the Airport (including regulations of the FAA and Department of Transportation), (ii) promptly give Sublessor written notice of receipt by Subtenant of any notice of violation under any such covenants, conditions, restrictions and regulations and (iii) indemnify and hold Sublessor harmless from any liability or costs (including reasonable attorneys' fees) to the extent arising out of Subtenant's violation of any such covenants,

conditions, restrictions and regulations. Sublessor shall indemnify and hold Subtenant harmless from any liability or costs (including reasonable attorneys' fees) to the extent arising out of any violation of any such covenants, conditions, restrictions and regulations which have occurred prior to the Sublease Effective Date or to the extent arising out of Sublandlord's (or any of its affiliates, including Master Tenant and Advanced Air) violation of any such covenants, conditions, restrictions and regulations.

4.5 Ownership of Hangar 42. Subtenant and Sublessor each acknowledge that ownership of Hangar 42 shall remain with Subtenant during the term of this Sublease and revert to Sublessor and become the sole property of Sublessor as of the Expiration Date, unless the term of this Sublease is extended. This reversion shall be self-executing and Sublessor shall not be required to give to Subtenant any notice or execute any further documents. At 11:59 p.m. on the Expiration Date (unless the term of this Sublease), any permanent modification made to Hangar 42 shall immediately become property of the Sublessor, without compensation to the Subtenant, but Subtenant shall have the right to remove any personal property and any other tenant improvements that can be removed without damage to Hangar 42. Subtenant expressly, knowingly and intentionally waives and relinquishes any and all rights Subtenant has under Sections 1993 through 1993.09 of the California Civil Code, and all other similar provisions of the law, now or hereafter in effect, which establish procedures commercial real property landlords must follow to dispose of property that remains in Hangar 42 after a tenancy has terminated (collectively "'Property Disposition Laws'") and further knowingly and intentionally releases Sublessor from any duties and obligations Sublessor may have under said Property Disposition Laws.

5. Utilities.

5.1 Payment. Beginning on the Sublease Effective Date and continuing throughout the Term, Subtenant shall pay before delinquency all separately metered charges, if any, for water, electricity, sewer, telephone, janitorial or other services or utilities supplied to or consumed in or upon the Subleased Premises. If any of the utility services supplied to the Subleased Premises are not separately metered, then the amount thereof shall be an item of Operating Expenses. All utilities furnished to the common areas shall be included in Operating Expenses.

5.2 Interruption. There shall be no abatement of Sublease Rent or other charges required to be paid hereunder and Sublessor shall not be liable in damages or otherwise for interruption or failure of any service or utility furnished to or used in the Subleased Premises because of accident, making of repairs, alterations or improvement, severe weather, difficulty or inability in obtaining services or supplies, labor difficulties or any other cause, except to the extent (a) provided in the Master Ground Lease, or (b) caused by the gross negligence or willful misconduct of Sublessor or any of its affiliates, or a breach of any of Sublessor's duties or obligations under this Sublease.

6. Aircraft Fueling and Line Service. Subtenant has entered into this Sublease in strict reliance upon the fact that Sublessor and/or Sublessor's affiliate, Advanced Air, LLC, is able to provide all services relevant to a fixed base operation, including without limitation, jet fuel storage, dispensing and sales, line service, and staff support for aircraft towing, movement and guidance. If, at any time during the Term,

Sublessor or Advanced Air, LLC are unable to provide Subtenant with the services referred to above, Sublessor shall use reasonable and commercially reasonable efforts to replace Advanced Air, LLC with a new provider of those services.

7. Maintenance and Repairs; Alterations.

7.1. Maintenance and Repairs. The parties hereto acknowledge that insurance and maintenance costs in connection with Hangar 42, are entirely Subtenant's obligation. Subject to fulfillment of Sublessor's obligations under the Purchase Agreement, Sublessor shall not be required to furnish any services or facilities or to make any repairs or alterations to Hangar 42 and Subtenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of Hangar 42 and any personal property located thereon. However, Subtenant is entitled to the benefits of the services to be provided by Master Tenant pursuant to Paragraph 10.2 of the Master Ground Lease.

7.2 Alterations. Notwithstanding anything to the contrary contained in the Master Ground Lease or the Development Sublease, Subtenant shall have the right, before or after any damage to or destruction of Hangar 42, at any time and from time to time during the Term of this Sublease, to make such changes and alterations, structural or otherwise, to Hangar 42 as Subtenant shall deem necessary or desirable ("Alteration(s)"). Any such Alteration(s) shall be subject to the terms and conditions as set forth in Paragraph 6.1 of the Master Ground Lease, in addition to the terms and conditions of this Section 7.2. Notwithstanding that Sublessor holds a reversionary interest in Hangar 42, all salvage in the event of any such demolition, removal or relocation shall belong to Subtenant. Notwithstanding anything contained in this Sublease to the contrary, Sublessor acknowledges that Subtenant shall have the right, at any time, to construct, demolish, alter or reconstruct tenant improvements in the interior of Hangar without regard to Paragraph 6.1 of the Master Ground Lease, solely as permitted under the Master Ground Lease.

8. Insurance.

8.1 Subtenant's Insurance. Subtenant shall procure and maintain in full force and effect during the term of this Sublease and for such other period as may be required herein, insurance in the amounts and form specified in this Article 8 and in Exhibit "E" attached hereto and incorporated herein by reference. Failure to procure and maintain such insurance shall be deemed a material breach of the Sublease.

8.2 Sublessor's Insurance. Subtenant shall procure and maintain in full force and effect during the term of this Sublease and for such other period as may be required herein, insurance in the amounts and form specified in this Article 8 and in Exhibit "E" attached hereto and incorporated herein by reference, as well as all insurance required to be maintained by Sublessor pursuant to the Master Ground Lease and the Development Sublease. Failure to procure and maintain such insurance shall be deemed a material breach of the Sublease. Sublessor will provide Subtenant with a current certificate of insurance evidencing such coverages upon request.

8.3 Waiver of Subrogation. Sublessor and Subtenant agree to have their respective insurance companies issuing property damage, worker's compensation insurance and loss of

income and extra expense insurance waive any rights of subrogation that such companies may have against Sublessor or Subtenant, as the case may be. Notwithstanding anything in this Sublease to the contrary, Sublessor and Subtenant hereby waive any right that either may have against the other on account of any loss or damage if such loss or damage is insurable under the property damage or loss of income and extra expense insurance required to be maintained hereunder (this waiver extends to deductibles under such insurance).

8.4 Increase in Premiums. Subtenant shall do all acts and pay all expenses necessary to insure that the Subleased Premises are not used for purposes prohibited by any applicable insurance, and that Subtenant's use of the Subleased Premises complies with all requirements necessary to obtain any such insurance. Sublessor represents and warrants that the intended use of the Subleased Premises is not prohibited and complies with such requirements. In the event Subtenant uses or permits the Subleased Premises to be used in some other manner which increases the existing rate of any insurance carried by Sublessor, Subtenant shall pay the amount of the increase in premium caused thereby, and Sublessor's costs of obtaining other replacement insurance policies, including any increase in premium, within ten (10) days after demand therefor by Sublessor.

9. Right of Entry. Sublessor and its authorized representatives may enter the Subleased Premises at any time(s) during the term of this Sublease during normal business hours and upon not less than five (5) business days prior notice, except in the case of an emergency, for the purpose of inspecting and determining the condition of the Subleased Premises or for any other proper purpose including, without limitation, to make repairs, replacements or improvements to the extent required pursuant to this Sublease, the Master Ground Lease, or any other agreement which is binding upon Sublessor relating to the Airport, post notices of non-responsibility and any other purpose permitted by law. Sublessor shall not be liable for inconvenience, annoyance, disturbance, loss of business, quiet enjoyment or other damage or loss to Subtenant by reason of making any repairs or performing any work upon the Subleased Premises to the extent that such work is required to be performed pursuant to this Sublease, the Master Ground Lease, or any other agreement which is binding upon Sublessor relating to the Airport; provided, however, Sublessor shall use commercially reasonable efforts to minimize any inconveniences to Subtenant's normal operations caused thereby and further provided that, to the extent that Subtenant's aircraft may be in Hangar 42 at the time of such emergency entrance, Sublessor covenants that it shall take all necessary steps to avoid or minimize any damage to said aircraft.

10. Quiet Enjoyment. Sublessor covenants that Subtenant, upon paying the rent and other amounts required to be paid hereunder and performing its obligations hereunder and subject to all the terms and conditions of this Sublease, shall peacefully and quietly have, hold and enjoy the Subleased Premises, as against all persons claiming by, through or under Sublessor or Master Tenant, throughout the term of this Sublease, or until this Sublease is earlier terminated as provided by this Sublease and/or the Master Ground Lease.

11. Casualty and Taking by Eminent Domain. If during the term of this Sublease, the Subleased Premises or any portion thereof is taken by eminent domain or by action in lieu thereof, Subtenant's rights and obligations with respect to repair, reconstruction, termination, abatement and use of insurance proceeds shall be subject to the rights and obligations of Master Tenant under the Master

Ground Lease. To the extent the provisions of the Master Ground Lease pertaining to casualty or eminent domain do not conflict with the provisions below, then the following provisions shall, as between Sublessor and Subtenant, apply:

11.1 Casualty; Repair of Damage by Sublessor. Subtenant shall promptly notify Sublessor of any damage to the Subleased Premises resulting from fire or any other casualty. If the Subleased Premises shall be damaged by fire or other casualty, Subtenant shall have the right to elect (i) to promptly and diligently restore all leasehold improvements in the Subleased Premises substantially to their condition prior to such fire or other casualty, or (ii) to terminate this Sublease. Subtenant shall have no more than five (5) years to restore and rebuild the Subleased Premises. If Subtenant elects to terminate, then Subtenant shall raze any remaining portions of Hangar 42. Notwithstanding anything contained in this Sublease to the contrary, Sublessor shall not be liable for any inconvenience or annoyance to Subtenant, or injury to Subtenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Subleased Premises or common areas necessary to Subtenant's occupancy, and if such damage is not the result of the gross negligence or willful misconduct of Subtenant or Subtenant's agents, employees, contractors, licensees or invitees, Sublessor shall allow Subtenant a proportionate abatement of Sublease Rent during the time and to the extent the Subleased Premises are unfit for occupancy for the purposes permitted under this Sublease, and not occupied by Subtenant as a result thereof. The provisions of this Section 11.1 constitute an express agreement between Sublessor and Subtenant with respect to any and all damage to, or destruction of, all or any part of the Subleased Premises or the Property, and any statute, regulation or case law of the State of California, including without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to termination rights arising from damage or destruction shall have no application to this Sublease or any damage or destruction to all or any part of the Subleased Premises or Airport.

11.2 Subtenant's and Sublessor's Rights Upon Condemnation. If, during the term of this Sublease, the Subleased Premises and/or the Airport, or any substantial part thereof, are taken by eminent domain or by reason of any public improvement or condemnation proceeding, or in any manner by exercise of the right of eminent domain including any transfer in avoidance of an exercise of the power of eminent domain, this Sublease shall terminate as to the entire Subleased Premises at Subtenant's sole election by written notice given within sixty (60) days after notice of the taking, effective as of the date such taking has occurred. If Subtenant does not elect to terminate this Sublease as hereinabove provided, Subtenant shall repair and restore the Subleased Premises as nearly as reasonably possible to the condition existing before the taking to the extent of condemnation proceeds received by Subtenant. If Subtenant does not elect to terminate this Sublease as hereinabove provided, this Sublease shall continue in full force and effect, except that Subtenant's Share of Base Rent and Operating Expenses shall be apportioned according to the ratio that the square footage of the Subleased Premises remaining following such taking bears to the square footage of the Subleased Premises prior to the taking. If Subtenant does not elect to terminate this Sublease as herein provided, Subtenant shall have, proportionate to its subleasehold interest in the subject premises, the same rights as Master Tenant as provided in Paragraph 14 of the Master Ground Lease. Each party waives the provisions of Code of Civil Procedure Section

1265.130 allowing either part to petition the Superior Court to terminate this Sublease in the event of a partial condemnation of the Subleased Premises.

11.3 Reservation of Compensation. Subtenant reserves, and Master Tenant and Sublessor each waives and assigns to Subtenant, all rights to any award or compensation for damage to the Subleased Premises, and the leasehold estate created hereby, occurring by reason of any taking in any condemnation or eminent domain proceeding or anything lawfully done by public authority; however, Sublessor shall be entitled to any compensation or damages paid for any residual value with respect to Sublessor's interest in the Subleased Premises after expiration of the Term (if any). Sublessor will deliver such further assignments of the foregoing as Subtenant may from time to time request.

11.4 Reservation of Rights. For avoidance of doubt, and notwithstanding anything to the contrary contained in this Section 11, it is the intention of the parties, including Master Tenant and Sublessor, that in the event of a taking by eminent domain or by action in lieu thereof, Subtenant shall be entitled to any and all benefits granted to Master Tenant and Sublessor under the Master Ground Lease, to full extent attributable to the Subleased Premises and Hangar 42.

12. Default; Remedies.

12.1 Events of Default. The occurrence of any of the following shall constitute an event of default on the part of Subtenant:

(i) Nonpayment. Failure to pay any amount payable to Sublessor hereunder when due and such failure continues for five (5) business days after receipt of written notice of such failure from Sublessor; provided, however, that if Sublessor has given Subtenant two (2) such delinquency notices in the preceding twelve (12) month period, then Subtenant's subsequent failure to pay any Base Rent or other charge when due shall constitute a default under this Sublease without requirement of any notice or cure period; provided further, that any such notice given pursuant to this Section 12.1(i) shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar or successor law.

(ii) Other Obligations. Failure to perform any other obligation, agreement, or covenant of Subtenant under this Sublease, and such failure continues for thirty (30) days after written notice of such failure, provided if it is not reasonably possible to cure such default within thirty (30) days, no event of default shall be deemed to occur if Subtenant shall commence cure within said thirty (30) day period and shall proceed diligently to complete cure. The thirty (30) day written notice described above shall be served in accordance with California Code of Civil Procedure Section 1162 and shall be the same notice and in lieu of any other required by California Code of Civil Procedure Section 1161;

(iii) General Assignment. A general assignment by Subtenant for the benefit of creditors;

(iv) Bankruptcy. The filing of any voluntary petition in bankruptcy by Subtenant, or the filing of an involuntary petition by Subtenant's creditors, which involuntary petition remains undischarged for a period of ninety (90) days. If under applicable law the trustee in bankruptcy or Subtenant has the right and elects to affirm this Sublease and continue to perform the obligations of Subtenant hereunder, such trustee or Subtenant shall, as and to the extent required under applicable bankruptcy law, cure all defaults of Subtenant hereunder outstanding as of the date of the affirmance of this Sublease and provide to Sublessor such adequate assurances as may be necessary to ensure Sublessor of the continued performance of Subtenant's obligations under this Sublease;

(v) Receivership. The employment of a receiver appointed by court order to take possession of substantially all of Subtenant's assets or the Subleased Premises, if such receivership remains undissolved for a period of ninety (90) days;

(vi) Attachment. The attachment, execution, or other judicial seizure of all or substantially all of Subtenant's assets at the Subleased Premises, if such attachment or other seizure remains undismissed or undischarged for a period of ninety (90) days after the levy thereof; and

(vii) Insolvency. The admission by Subtenant in writing of its inability to pay its debts as they become due, the filing by Subtenant of a petition seeking any reorganization arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Subtenant or an answer admitting or failing timely to contest a material allegation of a petition filed against Subtenant in any such proceeding or, if within ninety (90) days after the commencement of any proceeding against Subtenant seeking any reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed and

12.2 Remedies. In the event of any such event of default by Subtenant, Sublessor may at any time thereafter, with or without notice of demand and without limiting Sublessor in the exercise of any right or remedy which Sublessor may have by reason of such event of default, exercise any of the following remedies:

(i) Termination: Damages. Sublessor may terminate Subtenant's right to possession of the Subleased Premises by any lawful means, in which case this Sublease shall terminate and Subtenant shall immediately surrender possession of the Subleased Premises to Sublessor. In such event, Sublessor shall be entitled to recover from Subtenant all damages incurred by Sublessor by reason of Subtenant's default, including, but not limited to: (i) the cost of recovering possession of the Subleased Premises; (ii) expenses of reletting, including necessary renovation and alteration of the Subleased Premises, reasonable attorneys' fees, and any real estate commission actually paid; (iii) the worth at the time of award by the court of the unpaid rent which has been earned at the time of termination; (iv) the worth at the time of award (by the court) of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds

the amount of such rental loss that Subtenant proves could have been reasonably avoided; (v) the worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Sublease after the time of awards exceeds the amount of such rental loss that Subtenant proves could be reasonably avoided; and (vi) any other amount necessary to compensate Sublessor for all detriment proximately caused by Subtenant's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in clauses (iii) and (iv) will be computed by allowing interest at the Interest Rate commencing on the first day a breach occurs. The "worth" at the time of award" of the amount referred to in clause (v) is computed by multiplying such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

(ii) Continuation of Sublease. Sublessor may maintain Subtenant's right to possession of the Subleased Premises, in which case this Sublease shall continue in effect whether or not Subtenant shall have abandoned the Subleased Premises. In such event, Sublessor shall be entitled to enforce all of Sublessor's rights and remedies under this Sublease, including the right to recover the Sublease Rent as it becomes due hereunder. Sublessor has the remedy described in California Civil Code Section 1951.4 (Sublessor may continue the Sublease in effect after Subtenant's breach and abandonment and recover rent as it becomes due, if Subtenant has the right to sublet or assign, subject only to reasonable limitations).

(iii) Sublessor's Right to Perform. Except as specifically provided otherwise in this Sublease, all covenants and agreements by Subtenant under this Sublease shall be performed by Subtenant at Subtenant's sole cost and expense and without any abatement or offset of rent. If Subtenant shall fail to pay any sum of money (other than Sublease Rent) or perform any other act on its part to be paid or performed hereunder and such failure shall continue for five (5) business days with respect to monetary obligations (or thirty (30) days with respect to non-monetary obligations) after Subtenant's receipt of written notice thereof from Sublessor, Sublessor may, without waiving or releasing Subtenant from any of Subtenant's obligations, make such payment or perform such other act on behalf of Subtenant. All sums so paid by Sublessor and all necessary incidental costs incurred by Sublessor in performing such other acts shall be payable by Subtenant to Sublessor within five (5) business days after demand therefor as additional rental.

(iv) Other Remedies. Pursue any other legal or equitable rights or remedies Sublessor may have for Subtenant's breach of this Sublease; the remedies provided in this Section are not exclusive but supplemental to any such other legal or equitable rights and remedies.

### 12.3 Limitation of Subtenant's Liability.

12.3.1 Non-Recourse Ground Lease. Notwithstanding anything to the contrary contained in this Sublease, including without limitation the remedies of Sublessor contained in this Section 12, if at any time Subtenant shall fail to perform or pay any

covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, Sublessor or its successors and assigns shall obtain a money judgment against Subtenant, Sublessor agrees to look solely to the interest of Subtenant in the Subleased Premises for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, Landlord shall have no right of action nor shall Subtenant be liable for any such insufficiency.

12.3.2 In the event of any action or other dispute arising in connection with this Sublease, Sublessor hereby agrees that no action shall be taken against any individual director, officer, employee, member, shareholder, or partner of Subtenant or any affiliate of Subtenant, Sublessor hereby expressly covenanting and agreeing that no such person shall have any personal liability under or in connection with this sublease or any matter connected therewith, and each party hereto hereby forever waives any right to bring any action against any such person.

12.4 Sublessor Default. Sublessor shall not be deemed in default in the performance of any obligation required to be performed by Sublessor under this Sublease unless Sublessor has failed to perform such obligation within twenty (20) days after the written notice from Subtenant specifying in reasonable detail Sublessor's failure to perform; provided however, that if the nature of Sublessor's obligation is such that more than twenty (20) days are required for its performance, then Sublessor shall not be deemed in default if it commences such performance within such twenty (20) day period and thereafter diligently pursues the same to completion; and provided, further, such notice period may be less than twenty (20) days in the event of an emergency or in the event such delay could have a material, adverse impact on Subtenant's use and enjoyment of the Subleased Premises. Upon any such uncured default by Sublessor, Subtenant may exercise any of its rights provided in law or at equity, which shall include the right to demand prompt reimbursement by Sublessor of Subtenant's reasonable costs and expenses in taking such action plus interest thereon at an annual rate of ten percent (10%) compounded monthly; provided, however, Subtenant shall be entitled to deduct from rent payable by Subtenant to Sublessor under this Sublease, the amount described above to the extent Subtenant has not received such reimbursement from Sublessor.

Notwithstanding anything to the contrary contained in this Sublease, the Development Sublease or the Master Ground Lease, in the event this Sublease is terminated (a) as the result of a termination by Master Landlord in accordance with Paragraph 1.5 of the Master Ground Lease, or (b) as a result of the termination of this Sublease as a result of a termination of the Master Ground Lease or the Development Sublease other than as a result of a default by Subtenant hereunder, or (c) Sublessor elects to terminate this Sublease as a result of a material default by Sublessor hereunder, Sublessor shall pay Subtenant a termination fee calculated in the manner described in Paragraph 1.5.2 of the Master Ground Lease as applied to the Subleased Premises and Hangar 42, as well as all out-of-pocket costs paid or incurred by Subtenant, as described in Paragraph 1.5.3 of the Master Ground Lease.

13. Hazardous Materials. The definition of Hazardous Materials shall be as set forth in Paragraph 25.1 of the Master Ground Lease. Subtenant shall not cause or allow any of its tenants, guests,

or invitees to release onto the Subleased Premises any Hazardous Materials, except that Subtenant and its tenants, guests, and invitees may bring onto the Subleased Premises any Hazardous Materials in compliance with Environmental Statutes and as otherwise expressly permitted to be brought onto the Airport under the Master Ground Lease. Furthermore, Subtenant shall abide by all of the obligations of Sublessor, as tenant under the Master Ground Lease, as set forth in Paragraph 25 of the Master Ground Lease, with respect to Hazardous Materials, and Sublessor shall abide by all the obligations of Master Landlord, as landlord as set forth in Paragraph 25 of the Master Ground Lease, including without limitation, the indemnity, defense and hold harmless obligations under Paragraph 25.3.3 of the Master Ground Lease as if Sublessor was the Master Landlord and Subtenant was the Tenant. Sublessor and Master Landlord have made no representation as to the presence or absence of Hazardous Materials in or upon the Subleased Premises or the Airport, except as expressly set forth in the Master Ground Lease and the Purchase Agreement.

Sublessor and Subtenant have been notified of the existence of Hazardous Materials in and under neighboring property previously utilized by Northrup Grumman, which may have spread to the ground water under the Subleased Premises. Sublessor and Subtenant also acknowledge the existence of two ground water extraction wells located within the boundaries of the Subleased Premises which are being used as part of the remediation process. These two wells will continue to be used during the process of construction and may be converted to monitoring wells or closed completely as the construction processes approaches completion. The decision to make these wells monitoring wells or remove them is up to the Department of Toxic Substance Controls. If the Department of Toxic Substance Controls determines that these wells need to remain after the Sublease Commencement Date, Sublessor will install, at no cost to Subtenant, 8–12-inch lids over these wells or whatever sound engineering principles require, that will be structurally sound for aircraft weight in the floor of Hangar 42 and will also ensure that that any pipelines connected to the wells are similarly protected in a structurally sound manner or removed before the Sublease Commencement Date. Sublessor is responsible for any failure to adequately protect any remaining wells and related equipment and will defend and indemnify Subtenant against any claims arising from such a failure. These wells will be administered, operated and maintained in a manner which does not unreasonably interfere with Subtenant’s use and enjoyment of the Subleased Premises. Subtenant acknowledges that while active as wells, access to these wells will be required for around 30 minutes once or twice per year, which may need to be accessed by appropriate personnel. Subtenant shall provide reasonable access to these wells upon ten (10) days prior written notice to Subtenant. Sublessor will provide escorts for the personnel to access these wells or Subtenant will be afforded the reasonable opportunity to do so, at Subtenant’s election, and such personnel will have top security clearances. Once the wells are no longer needed, they will be closed out and sealed appropriately by Northrup Grumman Systems Corp. (“NGSC”) or if NGSC refuses or fails to do so in a timely manner, then by Sublessor, in either case at no cost to Subtenant. Sublessor will negotiate and execute an appropriate access agreement covering the wells and appurtenant equipment with NGSC, to be pre-approved by Subtenant in writing, which approval shall not be unreasonably withheld, before the Sublease Commencement Date.

14. Master Ground Lease. Except as otherwise expressly provided herein, Subtenant and this Sublease shall be subject in all respects to the terms of, and the rights of the Master Landlord under the Master Ground Lease and to the lien of any mortgages or trust deeds, now or hereafter in force against the Airport, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Sublease be superior thereto. Except as otherwise expressly provided below, the covenants, agreements, terms, provisions and conditions of the Master Ground Lease insofar as they relate to the Subleased Premises and insofar as they are not inconsistent with the terms of this Sublease are made a part of and incorporated into this Sublease as if recited herein in full; provided, however, that in no event shall Subtenant be bound by or deemed to have any obligations with respect to the following provisions of the Master Ground Lease: 1 (with the exception of Paragraph 1.5), 3, 4, 9, 10.3, 12.4, 13, 14, 18, 19, 20, 21.2, 26, 27, 29 and 30. In the event of a conflict between the terms of the Master Ground Lease and the terms of this Sublease (other than terms respecting the term, payment of rent or Sublessor's obligations to Subtenant), the terms of the Master Ground Lease shall control. Subtenant shall, within five (5) business days of request by Sublessor, execute such further instruments or assurances as Sublessor may reasonably deem necessary to evidence or confirm the subordination or superiority of this Sublease to any such mortgages, trust deeds, ground leases or underlying leases. Subtenant waives the provisions of any current or future statute, rule or law which may give or purport to give Subtenant any right or election to terminate or otherwise adversely affect this Sublease and the obligations of the Subtenant hereunder in the event of any foreclosure proceeding or sale.

14.1 Sublessor and Master Tenant agree that Subtenant shall have the right to finance Hangar 42 and its interest in the Subleased Premises in the manner described in Paragraph 15 of the Master Lease applicable to Master Tenant.

14.2 Master Tenant agrees to provide to Subtenant and its lender, if any, a Non-Disturbance Agreement ("NDA") as described in Paragraph 16.2.2 of the Master Lease for the benefit of Subtenant as to the termination of the Development Sublease for any reason, and to secure such an agreement from Master Landlord for the benefit of Subtenant and its lender as to the termination of the Master Lease as well, as soon as practicable following execution and delivery of this Sublease. Failure to do so within sixty (60) days following written request shall constitute a material default under this Sublease for which Subtenant shall have the right to terminate this Sublease; provided, however, that with respect to the Master Landlord, Sublessor shall have the right to extend such sixty (60) day period in thirty (30) day increments up to an additional ninety (90) days, so long as Sublessor is diligently pursuing such NDA, and Master Landlord has not elected to deny such request.

15. Master Ground Lease Obligations. If Master Landlord defaults in any of its obligations under the Master Lease, which is not feasible for Sublessor together with Master Tenant to cure and which materially impacts Subtenant's use and quiet enjoyment of the Subleased Premises, Subtenant may notify Sublessor of such default and Sublessor and Master Tenant shall deliver to Master Landlord notice of such default and a demand that Master Landlord comply with the terms of the Master Lease (a "Master Landlord Default Notice"). Sublessor agrees to so notify Master Landlord within a commercially

reasonable period of time (not to exceed five (5) business days) after the date on which such notice is delivered by Subtenant to Sublessor and, together with Master Tenant, to take commercially reasonable efforts to enforce Master Landlord's obligations under the Lease. Notwithstanding the foregoing, provided Master Landlord allows, Subtenant shall have the right to contact Master Landlord and/or its property manager directly in connection with any maintenance, repair or other similar issues, or otherwise, and Sublessor and/or Master Tenant shall, upon the request of Subtenant, contact Master Landlord and/or Master Landlord's property manager in connection with any maintenance, repair or other similar issues. In addition, Sublessor and Master Tenant each agrees to reasonably cooperate with Subtenant, to pursue the enforcement of Master Landlord's obligations as the "Landlord" under the Master Lease, including executing any notices or other documents reasonably necessary in connection with such enforcement efforts in order to ensure Subtenant's quiet enjoyment of the Sublease Premises.

16. Indemnity. Subtenant hereby agrees to indemnify and hold Sublessor harmless from and against any and all claims, losses and damages, including, without limitation, reasonable attorneys' fees and disbursements, which may at any time be asserted against Sublessor by (a) the Master Landlord for failure of Subtenant to perform any of the covenants, agreements, terms, provisions or conditions contained in the Master Ground Lease which, by reason of the provisions of this Sublease, Subtenant is obligated to perform; (b) any person by reason of Subtenant's use and/or occupancy of the Subleased Premises, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Sublessor or any of its affiliates, or a breach of any of Sublessor's duties or obligations under this Sublease; and/or (c) any person or entity stemming from Subtenant's operation of Hangar 42, its use thereof, or use of the ramp area as described herein, it being understood that Sublessor is solely responsible for any liability arising from or related to the initial construction and installation of Hangar 42. The provisions of this Article 16 shall survive the expiration or earlier termination of the Master Ground Lease and/or this Sublease.

Sublessor hereby agrees to indemnify and hold Subtenant harmless from and against any and all claims, losses and damages, including, without limitation, reasonable attorneys' fees and disbursements: (a) arising out of Sublessor's or Master Tenant's failure to perform any of the covenants, agreements, terms, provisions or conditions contained in the Master Ground Lease which Master Tenant or Sublessor is obligated to perform; (b) arising out of any person claiming by reason of Master Tenant's negligence or willful misconduct or breach of Master Tenant's duties or obligations under the Master Lease or the Development Sublease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Subtenant, or a breach of any of Subtenant's duties or obligations under this Sublease; and/or (c) arising out of any person claiming by reason of Sublessor's negligence or willful misconduct or breach of Sublessor's duties or obligations under this Sublease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Subtenant, or a breach of any of Subtenant's duties or obligations under this Sublease.

17. Weight Restriction. Master Tenant and Master Landlord have entered into the agreement entitled "Agreement Between The City of Hawthorne and Hawthorne Airport LLC Regarding Taxiway Rehabilitation at Hawthorne Municipal Airport" (the "Taxiway Rehab Agreement"), a true and correct copy of which is attached hereto as Exhibit "X". The Taxiway Rehab Agreement provides for Master Tenant to rehabilitate the taxiway described therein for the purpose of accommodating aircraft operators

of certain Subject Aircrafts (defined therein as “aircraft with higher-than-standard takeoff weights [...] a maximum Aircraft Classification Rating (ACR) of 230”) to conduct takeoffs under specific, agreed-upon conditions set forth in Section 3 and Section 7 thereof. Pursuant to the Development Sublease, Sublessor is responsible for rehabilitation and improvement of the taxiway. Sublessor warrants and represents that, subject to the conditions imposed by the Taxiway Rehab Agreement, the Master Landlord has waived a weight limitation of 60,000 pounds with dual wheel loading for runway access and usage and ramp parking insofar as it applies to the Subleased Premises and operation and storage of the Bombardier Aviation Global 6500 aircraft which Subtenant is in the process of acquiring or any substitute aircraft. This representation and warranty, and its continuing survival at all times during the Term, is of the essence to Subtenant’s decision to enter into this Sublease and but for the assurance provided thereby, Subtenant would not be entering into this Sublease. A breach of this representation and warranty would constitute a material breach of the Sublease.

18. Estoppel Certificates. Subtenant shall at any time and from time to time as requested by Sublessor or Master Landlord, upon not less than ten (10) business days prior written notice, execute, acknowledge and deliver to Sublessor or Master Landlord, a statement in writing certifying (a) that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications, if any), (b) the dates to which rent and any other charges have been paid, (c) whether or not, to the knowledge of the person signing the certificate, that the other party is not in default beyond any applicable grace period provided herein in performance of any of its obligations under this Sublease, and if so, specifying each such default of which the signer may have knowledge, and (d) such other matters as may reasonably be requested by Sublessor or Master Landlord, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom Sublessor or Master Landlord may be dealing. Sublessor shall at any time and from time to time as requested by Subtenant, upon not less than ten (10) business days prior written notice, execute, acknowledge and deliver to Subtenant, a statement in writing certifying (i) that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications, if any), (ii) the dates to which rent and any other charges have been paid, (iii) whether or not, to the knowledge of the person signing the certificate, that Subtenant is not in default beyond any applicable grace period provided herein in performance of any of its obligations under this Sublease, and if so, specifying each such default of which the signer may have knowledge, and (iv) such other matters as may reasonably be requested by Subtenant, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom Subtenant may be dealing.

19. Sublessor Warranty; As-Is Disclaimer.

19.1 Sublessor represents and warrants to Subtenant that Sublessor holds and, as of the Sublease Effective Date, is conveying to Subtenant a valid ground leasehold interest to the Subleased Premises and has conveyed legal title to Hangar 42, each free and clear of any and all liens, encumbrances and claims of third parties with respect to the title ownership of the Subleased Premises or Hangar 42 (other than the reversionary rights of Sublessor under this Sublease). Sublessors further warrants that, as of the Sublease Effective Date, no other party has any right to occupy all or any portion of the Subleased Premises, and that there are no actions or proceedings pending or threatened which could jeopardize or delay use of Hangar 42 or the Subleased Premises.

Sublessor further warrants that it has full authority to enter into this Sublease and that, as of the Sublease Effective Date, Sublessor has obtained all necessary governmental approvals and private consents (including those of Master Landlord and Master Tenant) necessary to the execution, delivery and performance of this Sublease and completion of construction of Hangar 42 and the Tenant improvements. Sublessor represents that Sublessor is not insolvent, nor is it in a condition of financial distress that might be expected to lead to insolvency.

19.2 Sublessor warrants and covenants to Subtenant that Sublessor is delivering Hangar 42 in turn-key ready condition, free of defects and violations of applicable laws, statutes, codes, regulations and industry guidelines (collectively, "Defects"). Sublessor's warranty hereunder shall continue for a period of one hundred twenty (120) months from the Sublease Effective Date for structural and real property elements and twelve (12) months for all personal property (or forty-eight (48) months for any latent defects or Defects due to the negligence or intentional misconduct of Sublessor or its agents, employees or contractors) (the "Warranty Period") and shall be in addition to any manufacturers' warranties, which Sublessor shall and does hereby assign to Subtenant. Subtenant shall notify Sublessor in writing of any breach of the foregoing warranty during the Warranty Period, and Sublessor shall be responsible for correcting any Defects covered by this warranty at Sublessor's sole cost and expense, unless Subtenant elects to undertake such corrective action, in which event, Sublessor shall promptly reimburse Subtenant for any and all costs reasonably incurred. In the event that Subtenant elects to undertake such corrective action itself, any replacement materials shall be of like quality and acquired at commercially reasonable prices.

19.3 Sublessor warrants to Subtenant that as of the Sublease Effective Date, Hangar 42 is in compliance with all applicable laws, statutes and ordinances, and that Subtenant will be permitted to use Hangar 42 and the Tenant Improvements for its intended purpose without further licenses or governmental approvals. Sublessor warrants to Subtenant that Sublessor has obtained and has assigned or otherwise transferred to Sublessor (to the extent necessary) any general plan amendment, rezone, map or other discretionary or ministerial license or permit whatsoever from any governmental agency of public authority which may be necessary for Subtenant's lawful possession and/or use of the Subleased Premises (including regulations of the Federal Aviation Administration and Department of Transportation).

19.4 Sublessor warrants to Subtenant that there is access to and sufficient utility capacity (including electricity, water, sewer, natural gas, and internet cable) to provide appropriately for the use and enjoyment of the Hangar and the tenant improvements.

19.5 Sublessor warrants to Subtenant that all documents and information provided to Subtenant for Subtenant's review concerning Hangar 42 and Sublessor are true and complete in all material respects.

19.6 Sublessor warrants to Subtenant that, to the best of Sublessor's knowledge, after due inquiry, except as provided in written reports which Sublessor has provided to Subtenant prior to execution and delivery of this Sublease, (a) although there are monitoring wells, there are no Hazardous Materials or CONTAMINATION (as that term is defined in Paragraph 23 of the

Purchase Agreement) located on the surface or in the soil under the surface in or around where the Subleased Premises are located; and (b) Sublessor warrants that Sublessor has not received written notice of any violation of Environmental Laws related to any of the Subleased Premises. As used herein, "Environmental Laws" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (49 U.S.C. Section 1801, et seq.), the Hazardous Transportation Act (42 U.S.C. Section 6901, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and the Model Toxics Control Act (RCW Chapter 70.105D), and all other federal, state, county, municipal and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances and guidelines; and "Hazardous Material" means any substance, material, waste, pollutant or contaminant listed or defined as hazardous, infectious or toxic under any Environmental Laws.

Sublessor hereby agrees to take all reasonable and diligent steps to obtain Master Landlord's compliance with Master Landlord's removal obligations pursuant to Section 25.3 of the Master Ground Lease to remove any Hazardous Materials that were existing on the Airport, that were brought onto the Airport, and/or that migrated onto the Airport, unless caused by Sublessor or its affiliates, and to enforce the Master Landlord's removal obligations against third parties pursuant to the Master Ground Lease.

Sublessor hereby agrees to assign to Subtenant, at Subtenant's option, Sublessor's rights to be defended and/or indemnified by the Master Landlord with respect to the Subleased Premises.

Sublessor also agrees that if Master Landlord breaches its obligations under Section 25.3 of the Mater Ground lease and fails to indemnify, defend, and hold Subtenant and its agents, contractors, licensees, employees, directors, officers, partners, trustees, invitees, affiliates, subsidiaries, successors, assigns, heirs, shareholders and members harmless from any liabilities, losses, claims, damages, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, or other expenses resulting from any Hazardous Materials being found on the Subleased Premises, unless those Hazardous Materials were brought onto the Subleased Premises by Subtenant, then Sublessor will indemnify, defend, and hold Subtenant and its agents, contractors, licensees, employees, directors, officers, partners, trustees, invitees, affiliates, subsidiaries, successors, assigns, heirs, shareholders and members harmless from any liabilities, losses, claims, damages, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, or other expenses resulting from any Hazardous Materials being found on the Subleased Premises.

19.7 Sublessor warrants to Subtenant that Sublessor is not a "foreign person" as that term is used and defined in Section 1445 of the Internal Revenue Code.

19.8 Subtenant understands, acknowledges, and agrees that, other than the warranties expressly set forth in Section 19 herein or in Section 13 of the concurrently-executed Purchase and Sale Agreement, any and all warranties shall solely be those provided expressly or impliedly by

the vendors, contractors, subcontractors, engineers, architects, or other tradespeople or design professionals responsible for the design or construction of Hangar 42 and Sublessor shall cooperate and take such steps as may reasonably be necessary to assign such third-party warranties to Subtenant or otherwise make Subtenant a beneficiary of such warranties and shall endeavor to facilitate the cooperation of such third parties in fulfilling their obligations to provide a turn-key ready hangar, free of material defects and violations of law and which meet all national, state and industry standards for hangar construction.

20. Assignment. Subject further to all of the rights of the Master Landlord under the Master Ground Lease and the restrictions contained in the Master Ground Lease, Subtenant shall not be entitled to assign this Sublease without the prior written consent of Sublessor, which consent shall not be unreasonably withheld. Subtenant shall have the right to sublet all or a portion of the Subleased Premises subject only to any applicable restrictions on subletting set forth in the Master Ground Lease, and otherwise shall not be required to obtain any consent of Sublessor with respect to any such subleases. Sublessor will reasonably cooperate, at no material expense to Sublessor, with Subtenant in order for Subtenant to obtain any consent of Landlord required hereunder or under the Master Ground Lease.

21. Notices. All notices, consents, waivers, payments or other communications which this Sublease requires or permits either party to give to the other shall be in writing and shall be deemed given (a) when actually received or refused by the party to whom sent if delivered personally or on the day of actual delivery or refusal as shown on the addressee's registered or certified mail receipt if forwarded by registered or certified mail, postage prepaid, to the parties at their respective addresses as follows or (b) by facsimile, provided that the sender's facsimile machine produces an accurate report of the date and time of transmission and a hard copy of the transmittal is also delivered to the addressee via one of the methods set forth in clause (a) above:

To Sublessor:           395 Park Place, LLC  
                                  12105 Crenshaw Blvd.  
                                  Hawthorne, CA 90250  
                                  Attn: Levi Stockton  
                                  Email: lstockton@flyadvancedair.com

With notice to:           Frank Sandelmann and Joshua Valene  
                                  Beach Cities Law Group, Inc.  
                                  324 Manhattan Beach Blvd, Suite 201  
                                  Manhattan Beach, CA 90266  
                                  Fsandelmann@bclgi.com and jvalene@bclgi.com

To Subtenant:           Hawthorne Green LLC  
                                  8737 Wilshire Blvd  
                                  Beverly Hills, CA 90211  
                                  Attn: Jeff Green  
                                  jeffgreen@u-s-merchants.com

With notice to: Gregg Zucker  
Foundation Law Group  
2049 Century Park East, Suite 2460  
Los Angeles, CA 90067  
gregg@foundationlaw.com

To Master Tenant: Hawthorne Airport, LLC  
12101 Crenshaw Blvd., Suite 100  
Hawthorne, CA 90250  
Attn: David Wehrly  
Fax: (310) 644-9344

To Master Landlord: The City of Hawthorne  
4455 West 26th Street  
Hawthorne, CA 90250  
Attn: City Manager and City Attorney  
Fax: (310) 970-7058

or to such other address as may be contained in a notice from either party to the other given pursuant to this Section 21. Rental payments and other sums required by this Sublease to be paid by Subtenant shall be delivered to Sublessor at Sublessor's address provided in this Section 21, or to such other address as Sublessor may from time to time specify in writing to Subtenant.

22. Severability. If any term or provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

23. Entire Agreement; No Waiver. This Sublease, together with all exhibits thereto, and the Purchase Agreement contain the entire agreement between the parties hereto as to the subject matter and shall be binding upon and inure to the benefit of their respective heirs, representatives, successors and permitted assigns. Any agreement hereinafter made shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment hereof, in whole or in part, unless such agreement is in writing and signed by the parties hereto. The failure of Sublessor to seek redress for violation, or to insist upon the strict performance of any covenant or condition of this Sublease shall not be deemed a waiver of such violation or prevent a subsequent act which would originally have constituted a violation from having all the force and effect of an original violation. The receipt by Sublessor of rent or any other payment from Subtenant with knowledge of the breach of any term, covenant, condition, or other provision of this Sublease shall not be deemed to be a waiver of such breach.

24. Dispute Resolution; Attorney's Fees.

24.1. Sublessor and Subtenant agree that, excluding any action solely for possession arising out of California Code of Civil Procedure Section 1161 et seq., any dispute or claim arising between them out of this Sublease, which does not settle at mediation, shall be submitted to binding arbitration before the American Arbitration Association in Los Angeles, California. The arbitrator shall be a retired judge or an attorney with at least 10 years of relevant legal experience unless the parties mutually agree to an arbitrator.

24.2. If either party commences litigation or arbitration against the other for the specific performance of this Sublease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, then the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing a judgment, as well as any costs incurred in connection with for a dispute by Subtenant over the assumption or rejection of this Sublease in a bankruptcy proceeding under Title 11 of United States Code.

25. Costs; Cooperation. In the event Subtenant shall request the consent of Sublessor under any provision of this Sublease for any act that Subtenant proposes to do hereunder, including, without limitation, assignment or subletting of Subleased Premises, Subtenant shall, as a condition to doing any such act and the receipt of such consent, reimburse Sublessor promptly for any and all reasonable costs and expenses incurred by Sublessor in connection therewith, including, without limitation, reasonable attorneys' fees. Sublessor will reasonably cooperate, at no material cost or expense to Sublessor, with Subtenant in order for Subtenant to obtain any consent of Landlord required hereunder or under the Master Ground Lease.

26. Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive laws, riots, insurrection, war, acts of terrorism, fire, severe inclement weather such as snow or ice or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed, financial inability excepted (any "Force Majeure Event"), performance of such act shall be excused for the period of the Force Majeure Event, and the period for the performance of such act shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds or which are monetary obligations under this Sublease shall not be Force Majeure Events.

27. Brokers. Each party (i) warrants to the other that the warranting party has incurred no brokerage or other commission, by reason of entering into this Sublease or otherwise, for which the other party would be responsible and (ii) agrees to indemnify and hold harmless the other party against any liability or cost (including attorneys' fees) arising out of any claim for brokerage commission in connection with prior negotiations or other dealings by such warranting party with any broker or broker's agent.

28. Joint and Several Liability. If more than one person or entity executes this Sublease as Subtenant: then (i) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Sublease to be kept, observed and performed by Subtenant; and (ii) the act or signature of, or notice from or to, any one or more of them with respect to this Sublease shall be

binding upon each and all of the persons and entities executing this Sublease as Subtenant with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

29. Authority. If Subtenant is a corporation, trust, limited liability company, or general or limited partnership, each individual executing this Sublease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of said entity. If Subtenant is a corporation, trust, limited liability company or partnership, Subtenant shall, concurrently with its execution of this Sublease, deliver to Sublessor evidence of such authority satisfactory to Sublessor.

30. Intentionally Deleted.

31. Sublessor Exculpation. It is expressly understood and agreed that notwithstanding anything in this Sublease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Sublessor hereunder (including any successor Sublessor) and any recourse by Subtenant against Sublessor shall be limited solely and exclusively to an amount which is equal to the interest of Sublessor in the Airport, and neither Sublessor, nor any of its constituent partners, members, shareholders, officers, directors or employees shall have any personal liability therefor, and Subtenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Subtenant.

32. Modifications of Master Ground Lease and Sublease. Should any current or prospective mortgagee or ground lessor for the Subleased Premises or the Property (including Landlord) require a modification of this Sublease, which modification will not materially and adversely change the rights and obligations of any party hereunder or affect the rent payable hereunder, then and in such event, each party agrees that this Sublease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to the party requesting same within ten (10) business days following the request therefor. Sublessor and Master Tenant each agrees that it will not enter into any agreement with Master Landlord modifying or amending any provision of the Master Ground Lease which will have a material adverse effect on Subtenant's rights and obligations under this Sublease without the prior written consent of Subtenant, and any such agreement entered into by Sublessor without Subtenant's prior written consent shall be of no force or effect with respect to Master Tenant, Subtenant and this Sublease.

33. Captions and Definitions. Captions to the Sections in this Sublease are included for convenience only and are not intended and shall not be deemed to modify or explain any of the terms of this Sublease.

34. Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver, in recordable form if necessary, such further documents, instruments or agreements and shall take such further action that may be necessary or appropriate to effectuate the purposes of this Sublease.

35. Governing Law. This Sublease shall be governed by and in all respects construed in accordance with the internal laws of the State of California.

36. Signage. Subtenant understands, acknowledges, and agrees that Subtenant may only affix signage to, or paint the exterior of, Hangar 42 in a manner that complies with the Master Ground Lease, applicable building codes, and the FARs.

37. Right of First Refusal – Sale of Hangar 42. In the event that Subtenant desires to market Hangar 42 for sale to a third party in the future, Sublessor shall have the right of first negotiation. Sixty (60) days before listing Hangar 42 (the “Negotiation Period”), Subtenant shall first provide written notice of the same to Sublessor, which shall include the anticipated listing price and any other material terms, and thereafter Subtenant and Sublessor shall reasonably and in good faith negotiate exclusively with each other during the Negotiation Period. Sublessor, at its option, can waive its right of first negotiation via written notice. Subtenant cannot market Hangar 42 for sale unless either (a) Sublessor waives its right of first negotiation or (b) Subtenant and Sublessor are unable to reach an agreement in principle during the Negotiation Period and do not otherwise agree in writing to extend the Negotiation Period or (C) despite an agreement in principle, Sublessor does not execute a binding agreement within sixty (60) days thereafter, or fails to consummate the purchase of Hangar 42 in accordance with such binding agreement within sixty (60) additional days. Sublessor agrees not to unreasonably withhold its consent to the assignment of this Sublease, and to the release of Subtenant from any liability under this Sublease following such assignment, in connection with any permitted sale of Hangar 42.

38. Right of First Refusal – Extension of Sublease Term. In the event that the term of the Master Ground Lease is renewed or extended at any time prior to the expiration of this Sublease, then Sublessor shall provide written notice to Subtenant of the potential renewal or extension at least sixty (60) days in advance of such renewal or extension (or as soon thereafter as may be practicable). Subtenant shall have the right, within sixty (60) days after receipt of that notice to renew or extend the Sublease. Such renewal or extension right shall be exercisable by written notice to Sublessor. Subtenant and Sublessor agree that the monthly rent for a renewed or extended Sublease shall be in the amount of any rental rate increase for the Master Ground Lease plus twenty percent. (20%) (e.g., if the new ground rent rate increases by 100%, then Subtenant will be entitled to sublease at a 120% increase in rent.)

39. Sub-Sublease of Subleased Premises. Subtenant shall have the right to sub-sublease all or portions of the Subleased Premises to anyone approved by Sublessor and Master Landlord, approval of such sub-sublease shall not be unreasonably withheld by Sublessor or Master Landlord (if such approval is required by the Master Ground Lease), provided that no such approval shall be required if to an affiliate of Subtenant that has equivalent or greater financial resources and net worth. In the event the Subleased Premises is sub-subleased, Subtenant shall continue to be responsible for compliance of Hangar 42’s sub-sublessee with Airport Rules and Regulations, as may be amended from time to time and making the scheduled ground lease payments, unless otherwise approved by Sublessor in connection with a sale of the entire Hangar 42. Sublessor shall respond to any request for approval within fifteen (15) business days, and failure to respond within such period shall be deemed approval.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed as of the day and year first above written.

The parties have agreed as set forth above as of the date indicated next to their signature.

**Sublessor:**

395 PARK PLACE, LLC

Date: 6-11-25

By: LS

Printed Name: Levi Stockton

Title: Member

**Subtenant:**

HAWTHORNE GREEN LLC

Date: June 11, 2025

By: Jeff Green

Printed Name: Jeff Green

Title: Member

Acknowledged by the Hawthorne Airport, LLC

The undersigned, as Master Tenant under the Master Lease and sublandlord under the Development Sublease, acknowledges and agrees to the terms of this Sublease, and agrees to be bound by all of the terms and conditions requiring performance by Master Tenant as if a party to this Agreement.

**Master Tenant**

HAWTHORNE AIRPORT, LLC

Date:

By: LS

Printed Name: Levi Stockton

Title: Manager

Acknowledged by the City of Hawthorne

**Master Landlord**

CITY OF HAWTHORNE

Date:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Hangar 42**  
**Purchase And Sale Agreement**

**RECITALS**

WHEREAS, Hawthorne Airport, LLC, a Delaware Limited Liability Company (“MASTER TENANT”) is leasing from the City of Hawthorne, a California Municipal Corporation (“MASTER LANDLORD”), certain portions of the "Hawthorne Municipal Airport - Jack Northrop Field" (the "AIRPORT") pursuant to: (i) that certain Ground Lease dated as of January 3, 2005; (ii) that certain First Amendment to Ground Lease dated as of November 22, 2005; (iii) that certain Second Amendment to Ground Lease dated as of June 13, 2006; (iv) that certain Third Amendment to Ground Lease dated as of June 28, 2017; and (v) that certain Fourth Amendment to Ground Lease dated as of January 24, 2024 (collectively the “MASTER GROUND LEASE” or “MGL”). A true and correct copy of the MASTER GROUND LEASE is attached hereto as Exhibit “A”.

WHEREAS, 395 Park Place, LLC, a California Limited Liability Company (“SELLER”), has entered into a ground sublease with MASTER TENANT for a portion of the AIRPORT (the “DEVELOPMENT SUBLEASE”), upon which SELLER intends on constructing, among other things, an improvement consisting of approximately 25,300 square feet, which shall be commonly referred to as “Hangar 42” (the “HANGAR”). A true and correct copy of the DEVELOPMENT SUBLEASE is attached hereto as Exhibit “B”. A true and correct copy of the diagram depicting the location of the HANGAR is attached hereto as Exhibit “C”.

WHEREAS, SELLER and HAWTHORNE GREEN LLC (“BUYER”), with the approval of MASTER LANDLORD and MASTER TENANT, intend to enter into this Purchase And Sale Agreement (the “AGREEMENT”) for SELLER to sell to BUYER and BUYER to purchase from SELLER, the HANGAR, subject to a ground sublease between SELLER and BUYER (the “SUBLEASE”) for the land upon which the HANGAR exists (the “SUBLEASED PREMISES”), and for SELLER to design, permit and construct certain tenant improvements, as more particularly described herein (the “TENANT IMPROVEMENTS”). A true and correct copy of the SUBLEASE is attached hereto as Exhibit “D”. SELLER and BUYER may hereinafter be referred to individually as a “PARTY” or collectively as the “PARTIES”.

WHEREAS, SELLER and BUYER acknowledge the increased incidence of extreme weather and make this AGREEMENT in express recognition of same.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, SELLER, and BUYER agree as follows:

**TERMS**

- 1.) **Agreement Date.** SELLER and BUYER agree that this AGREEMENT shall be effective on June 3, 2025 (the "PSA EFFECTIVE DATE"). The accompanying SUBLEASE shall be effective upon substantial completion of and the issuance of a Certificate of Occupancy ("COO") for the SUBLEASED PREMISES, including the HANGAR and the TENANT IMPROVEMENTS (the "SUBLEASE EFFECTIVE DATE").
  
- 2.) **Purchase Price.** BUYER will pay SELLER Fifteen Million Eight Hundred Twelve Thousand Five Hundred Dollars (\$15,812,500.00) (the "PURCHASE PRICE"), allocated as more particularly described in Exhibit "E-1" hereto, payable via wire transfer to SELLER in accordance with the payment schedule set forth in Exhibit "E-2" hereto, provided that each payment shall be contingent upon SELLER's satisfaction of the construction milestones specified in Exhibit "E-2" and certification from SELLER's architect to BUYER that such milestones have been met. The parties acknowledge that BUYER shall make the various payments promptly following receipt of notification from SELLER's architect that a particular construction milestone has been met, not more frequently than monthly.
  
- 3.) **The HANGAR.** BUYER and SELLER agree that the HANGAR shall also include certain other tenant improvements in the form of office and changing rooms/crew lounge located within the HANGAR (the "TENANT IMPROVEMENTS") in accordance with the terms of the floorplans and specifications described in Exhibit "X" (the "PLANS"). SELLER shall be responsible for construction of the HANGAR and the TENANT IMPROVEMENTS through a general contractor and subcontractors regularly used by SELLER, though BUYER shall have the right to bid out some or all of the TENANT IMPROVEMENTS for the purposes of ensuring that they are reasonably priced and timely delivered. Construction costs for the TENANT IMPROVEMENTS in excess of \$750,000 shall be a direct pass-through cost to BUYER, with a total credit of \$350,000 from SELLER to BUYER to be applied to the payments for "Electrical Rough In Completed, Plumbing Rough In Completed, Mechanical Ventilation Rough In Completed Completed, Office Steel Structure Delivered And Erected, Roll Up and Man Doors Installed, and Fire Sprinkler Rough In Completed" and " Site Concrete Completed, Site AC (Pavement) Completed, Finish Electrical Completed, and Finish Site Work Completed" respectively (which have already been applied to the payment schedule on Exhibit "E-2") in equal amounts of \$175,000. In addition, and without charge to BUYER, SELLER shall handle construction of the HANGAR including the steel frame and other structural components, and the installation of all infrastructure improvements, including utility/plumbing connections into the building (but the finishing of utilities and plumbing shall be paid by BUYER), as well as the design, engineering, and permitting of the TENANT IMPROVEMENTS. In no event shall SELLER substitute materials of lesser quality or value than those specified in the PLANS and the WORK LETTER without the prior written approval of BUYER. BUYER shall have the right bid out some or all of the TENANT IMPROVEMENTS for the purposes of ensuring that they are reasonably priced and timely

delivered. For purposes of this Agreement, “substantial completion” shall mean that construction of the HANGAR is complete, with the exception of a list of punch-list items.

Construction of the HANGAR and the TENANT IMPROVEMENTS is expected to be substantially completed and the COO shall be issued no later than May 1, 2026. If SELLER fails to substantially complete construction by such date, SELLER shall provide BUYER with free aircraft storage as set forth in Section 5, until completion of the HANGAR and TENANT IMPROVEMENTS.

In the event that SELLER is unable to obtain the grading permits and building permits necessary to construct and install the HANGAR and the TENANT IMPROVEMENTS on or before December 1, 2025, at any time prior to receipt of such permits, BUYER shall have the right to terminate this AGREEMENT by delivery of written notice to SELLER, BUYER shall have the right to terminate this AGREEMENT, in which event all funds remitted by BUYER to SELLER shall be promptly returned to BUYER and neither party shall have any further obligation hereunder.

- 4.) **Intentionally Deleted.**
- 5.) **Storage of BUYER’s Aircraft Pending Issuance of the COO.** As of the PSA EFFECTIVE DATE, SELLER shall ensure that BUYER is entitled (but not obligated) to store, use and operate its Challenger 350 aircraft out of either Hangar 16 or Hangar 17 of the AIRPORT at a discounted rate of \$5,951.00 per month. If hangar space is requested by BUYER for its new Global 6500 aircraft, then SELLER shall ensure that an appropriately-sized hangar space at the Hawthorne Airport is made available to BUYER at a discounted rate of \$15,000.00 per month. The Parties further agree that if substantial completion of the HANGAR and TENANT IMPROVEMENTS has not occurred by May 1, 2026, SELLER shall allow for the storage of BUYER’s two aircraft in the same hangar space free of charge starting on May 1, 2026.
- 6.) **Intentionally Deleted.**
- 7.) **Insurance.**  
SELLER agrees that at all times, during the term of the SUBLEASE, it will maintain, in full force and effect, an airport (general) liability policy and all other insurance coverages, in the amounts, required under the MGL, and shall list BUYER and the entities and persons listed in EXHIBIT “F-2” as additional insured.

SELLER shall carry on-airport automobile liability insurance in the amount of \$5,000,000.

During the course of construction, SELLER will maintain in full force and effect builder’s risk insurance for the full amount of the PURCHASE PRICE, with BUYER

named as an additional insured, and the policy shall cover both hard and soft costs at replacement value. Additionally, SELLER or its contractor shall maintain general liability, products completed operations coverage, errors and omissions, workman's compensation, employer's liability, automobile liability and other insurance coverages no less favorable than the terms and conditions (including deductibles, retentions and sublimits) customarily carried by developers and contractors in connection with similar construction projects within the last five years in Los Angeles County, California and covering any special requirements of the MGL and the Master Landlord. In addition, SELLER's general contractor shall carry completed operations coverage for ten years following issuance of the certificate of occupancy for the HANGAR.

All policies required by this Section shall include a severability of interest (cross liability) clause and contain waivers of subrogation to the benefit of all Additional Insureds. Said coverage shall be primary and non-contributory with respect to any other insurance that maybe available to the Additional Insured, with all such Additional Insureds listed on Exhibit "F-1" or Exhibit "F-2" hereto, respectively. The Additional Insured shall be named as additional insured on said policy(s) for all loss arising out of the acts or omissions of the insured under the policy.

All insurance policies shall contain the following: "The inclusion herein of any person or entity as an insured shall not affect any right such person or entity would have as a claimant hereunder if not so included". All insurance policies shall be obtained from insurers having a financial rating in the Best Insurance Guide of A- or better (or as reasonably satisfactory to the benefited party), and shall require each insurer to notify the benefited party by certified mail of any modification, termination, or cancellation by the insurance company of any policy of insurance no less than thirty (30) days prior to the effective date of such modification, termination, or cancellation. Notice by the insurer shall be effective upon receipt of said notice by the benefited party.

SELLER shall provide BUYER with the declaration pages and applicable endorsements demonstrating compliance with the above requirements, and additionally shall provide complete copies of policies upon request. In addition to any other requirements of this AGREEMENT, SELLER shall notify BUYER of any modification, termination, or cancellation of any policy of insurance secured pursuant to this paragraph as soon as SELLER learns of any such modification, termination, or cancellation. Notice by the insured shall be effective upon receipt of said notice by the benefited party.

The procuring of such insurance shall not be construed to be a limitation upon either party's liability or as full performance of the indemnification, and hold harmless provisions of this AGREEMENT, and each party understands and agrees that notwithstanding any policies of insurance, such party's obligation to protect and hold harmless the Additional Insureds hereunder is for the full amount of any damage, injuries, loss expense, costs or liabilities caused by, or in any manner connected with or attributed to, the acts or omissions of such party, its officers, agents, contractors or employees.

SELLER warrants, and BUYER acknowledges, that SELLER is unaware of any insurance policies insuring SELLER or the SUBLEASED PREMISES which indemnify SELLER or MASTER TENANT against CONTAMINATION from outside sources, inclusive of the CONTAMINATION originating from the NG PROPERTY. (CONTAMINATION and the NG PROPERTY are defined in Section 23 herein.)

- 8.) **Construction of the HANGAR.** SELLER shall construct the HANGAR subject to the most protective construction standards applied during the construction of Hangar 16, Hangar 17, and Hangar 34 at the AIRPORT and according to the specifications for the HANGAR. The construction standards shall meet all national, state and industry standards for hangar construction in this locale. The HANGAR shall be constructed and the TENANT IMPROVEMENTS installed by a contractor, pursuant to a construction contract which shall include appropriate warranties assignable to BUYER. Upon completion of the HANGAR and installation of the TENANT IMPROVEMENTS, SELLER will deliver to BUYER a Bill of Sale conveying lien-free right, title and interest to the HANGAR and the TENANT IMPROVEMENTS to BUYER.
- 9.) **Intentionally Deleted.**
- 10.) **Intentionally Deleted.**
- 11.) **Intentionally Deleted.**
- 12.) **Intentionally Deleted.**
- 13.) **Seller Warranty; As-Is Disclaimer.**
  - a. SELLER represents and warrants to BUYER that the RECITALS truthfully and accurately set forth the status of title and the rights under the MGL and the various subleases to the AIRPORT. SELLER further warrants and represents that SELLER is conveying HANGAR to BUYER and that no other party has any right to occupy all or any portion of the SUBLEASED PREMISES, and there are no actions or proceedings pending or threatened which could jeopardize or delay construction and installation of HANGAR and the TENANT IMPROVEMENTS. SELLER further warrants and represents that it has full authority to enter into this Agreement and that that SELLER will apply to the MASTER LANDLORD to obtain all necessary governmental approvals and private consents (including those of MASTER LANDLORD and MASTER TENANT) necessary to proceed with construction of the HANGAR and installation of the other TENANT IMPROVEMENTS. SELLER represents that SELLER is not insolvent.
  - b. SELLER also warrants and covenants to BUYER that SELLER will and is delivering the HANGAR and the TENANT IMPROVEMENTS in turn-key ready

condition, free of defects and violations of law. SELLER's warranty against defects and violations of law shall continue for a period of one hundred twenty (120) months from the date of substantial completion for latent defects and forty-eight months (48) months for any patent defects ("WARRANTY PERIOD") as contemplated by California Civil Code §§ 337.15 and 337.1, respectively. BUYER shall notify SELLER in writing of any breach of the foregoing warranty during the WARRANTY PERIOD, and SELLER shall be responsible for correcting the material defect or violation of law at SELLER's sole cost and expense. BUYER acknowledges that SELLER will be obtaining certain warranties from its contractors, and BUYER agrees to cooperate with SELLER's request to the contractor to enforce those warranties.

- c. SELLER warrants to BUYER that, upon issuance of the COO, the HANGAR will be in compliance with all applicable laws, statutes and ordinances, and that BUYER will be permitted to use the HANGAR for its intended purpose without further licenses or governmental approvals.
- d. SELLER warrants to BUYER that there will be access to and sufficient utility capacity (including electricity, water, and sewer) to provide appropriately for the use and enjoyment of the TENANT IMPROVEMENTS.
- e. SELLER warrants to BUYER that all documents and information provided to BUYER for BUYER's review concerning the HANGAR and SELLER are true and complete in all material respects.
- f. Intentionally Deleted.
- g. SELLER warrants to BUYER that SELLER is not a "foreign person" as that term is used and defined in Section 1445 of the Internal Revenue Code.
- h. BUYER understands, acknowledges, and agrees that, other than the foregoing, any and all warranties shall solely be those provided expressly or impliedly by the vendors, contractors, subcontractors, engineers, architects, or other tradespeople or design professionals responsible for the design or construction of the HANGAR and SELLER shall cooperate and take such steps as may reasonably be necessary to assign such third-party warranties to BUYER or otherwise make BUYER a beneficiary of such warranties.
- i. BUYER understands, acknowledges, and agrees that BUYER shall have a reasonable opportunity to inspect the HANGAR during and after the course of construction. BUYER further understands, acknowledges, and agrees that by the SUBLEASE EFFECTIVE DATE, BUYER shall be deemed to have a sufficient understanding of what the HANGAR consists of, where it is located, that the

HANGAR is being acquired in AS-IS condition (subject to the terms of the SUBLEASE and this AGREEMENT), and what is included with the purchase of the HANGAR. BUYER agrees that this sale shall be final. BUYER agrees that BUYER does not have any "cooling off" period.

The provisions of this Section 13 shall survive execution and delivery of the SUBLEASE and the BILL OF SALE and delivery of the SUBLEASED PREMISES.

- 14.) **Subsequent Actions in Furtherance of this AGREEMENT.** BUYER understands, acknowledges, and agrees that SELLER is not intending to provide BUYER with any documents in addition to this AGREEMENT to evidence BUYER's ownership of the HANGAR, except for the Bill of Sale, which will be delivered upon the completion of the TENANT IMPROVEMENTS, and the MEMORANDUM OF LEASE, which will be recorded the Los Angeles County Recorder's Office. However, the parties agree that they will each do whatever is reasonably necessary to effect the purpose of this AGREEMENT, including, but not limited to, executing, acknowledging, and delivering all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements covered by this AGREEMENT, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this AGREEMENT.
- 15.) **Intentionally Deleted.**
- 16.) **Intentionally Deleted.**
- 17.) **Intentionally Deleted.**
- 18.) **Intentionally Deleted.**
- 19.) **Intentionally Deleted.**
- 20.) **Assignment By SELLER.** SELLER shall NOT be allowed to assign the rights under this AGREEMENT without approval from BUYER prior to issuance of the COO, except to an affiliate of SELLER that has equivalent or greater financial resources and net worth. Any such assignment shall only be permitted if the assignee is also the sublandlord under the SUBLEASE. In the event this AGREEMENT is assigned, SELLER shall continue to be responsible for construction of the HANGAR and installation of the TENANT IMPROVEMENTS. SELLER shall be allowed to assign its rights under the SUBLEASE once the TENANT IMPROVEMENTS are completed.

21.) **Intentionally Deleted.**

22.) **Intentionally Deleted.**

23.) **Hazardous Materials.**

SELLER warrants to BUYER that, to the best of SELLER's knowledge, after due inquiry, except as provided in written reports which SELLER has provided to BUYER prior to execution and delivery of this AGREEMENT: (a) although there are monitoring wells, there are no HAZARDOUS MATERIALS or CONTAMINATION (as those terms are hereinafter defined) located on the surface or in the soil under the surface in or around where the SUBLEASED PREMISES are to be located, except as otherwise set forth in the documents provided by SELLER to BUYER; and (b) SELLER warrants that SELLER has not received written notice of any violation of ENVIRONMENTAL LAWS related to any of the SUBLEASED PREMISES.

As used herein, "ENVIRONMENTAL LAWS" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (49 U.S.C. Section 1801, et seq.), the Hazardous Transportation Act (42 U.S.C. Section 6901, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and the Model Toxics Control Act (RCW Chapter 70.105D), and all other federal, state, county, municipal and other local laws governing or relating to HAZARDOUS MATERIALS or the environment together with their implementing regulations, ordinances and guidelines; and "HAZARDOUS MATERIALS" means any substance, material, waste, pollutant or contaminant listed or defined as hazardous, infectious or toxic under any ENVIRONMENTAL LAWS.

BUYER and SELLER have been notified of the existence of HAZARDOUS MATERIAL contamination (the "CONTAMINATION") in and under neighboring property previously utilized by Northrup Grumman (the "NG PROPERTY"), which may have spread to the ground water under the SUBLEASED PREMISES. BUYER and SELLER also acknowledge the existence of two ground water extraction wells located within the boundaries of the SUBLEASED PREMISES (the "WELLS") which are being used as part of the remediation process. The WELLS will continue to be used during the process of construction and may be converted to monitoring wells or closed completely as the construction processes approaches completion. The decision to make the WELLS monitoring wells or remove them is up to the Department of Toxic Substance Controls (the "DEPARTMENT"). If the DEPARTMENT determines that the WELLS need to remain as monitoring wells after the COO is issued, SELLER will install, at no cost to BUYER, two 8-12-inch lids over the WELLS, or whatever sound engineering principles require, that will be structurally sound for aircraft weight in the HANGAR floor and will

also ensure that any pipelines connected to the WELLS are similarly protected in a structurally sound manner or removed before the COO is issued. SELLER is responsible for any failure to adequately protect any remaining wells and related equipment and will defend and indemnify BUYER against any claims arising from such a failure. Once the WELLS are no longer needed, they will be closed out and sealed appropriately by Northrup Grumman Systems Corp. ("NGSC") or if NGSC refuses or fails to do so in a timely manner, then by SELLER, in either case at no cost to BUYER. SELLER will negotiate and execute an appropriate access agreement covering the three extraction wells and appurtenant equipment with NGSC, to be pre-approved by BUYER in writing, which approval shall not be unreasonably withheld, before the COO is granted.

The HANGAR will have bonding points in the slab for working on aircraft. If the WELLS need to remain as monitoring wells, SELLER will combine the location of the bonding points with the WELLS and use the same covers for the other bonding points so they all look the same. SELLER will use commercially reasonable efforts to cause Northrop Grumman to move the WELLS outside the SUBLEASED PREMISES, but shall not do so in a manner which is likely to cause any delays in constructing the HANGAR.

Concurrent with this AGREEMENT, BUYER, MASTER TENANT, and SELLER have entered into a Defense and Indemnity Agreement with respect to any liabilities, losses, claims, damages, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, or other expenses resulting from any HAZARDOUS MATERIALS found on the SUBLEASED PREMISES, except for those HAZARDOUS MATERIALS brought onto the SUBLEASED PREMISES by the BUYER.

The provisions of this Section 23 shall survive closing and conveyance of the HANGAR and the SUBLEASED PREMISES to BUYER.

Notwithstanding anything to the contrary contained in this section or this Agreement, the construction and installation of the HANGAR will include installation of a suitable sub-slab Vapor Mitigation System underneath the Hangar (or the entire SUBLEASED PREMISES, if required) approved by BUYER's consultants, unless BUYER's consultants agree that in their sole discretion that some other mitigation efforts are acceptable. In addition, Seller agrees to take any additional testing and remediation and mitigation efforts as may be required or recommended by the California Department of Toxic Substances Control and other government agencies having jurisdiction over the Subleased Premises.

24.) **Intentionally Deleted.**

25.) **Intentionally Deleted.**

26.) **Time of the Essence.** Time is of the essence for this AGREEMENT.

27.) **Notices.** All notices, consents, waivers, payments or other communications which this AGREEMENT requires or permits either party to give to the other shall be in writing and shall be deemed given when actually received or refused by the party to whom sent if delivered personally or on the day of actual delivery or refusal as shown on the addressee's registered or certified mail receipt if forwarded by registered or certified mail, postage prepaid, or upon confirmation of receipt if given by facsimile or email, to the parties at their respective addresses as follows, or on the next business day if delivered after 5:00 p.m., local time, on a business day or a day which is not a business day:

To SELLER:

395 Park Place, LLC  
12105 Crenshaw Blvd.  
Hawthorne, CA 90250  
Attn: Levi Stockton  
Email: [lstockton@flyadvancedair.com](mailto:lstockton@flyadvancedair.com)

With notice to:

Frank Sandelmann, Joshua Valene  
Beach Cities Law Group, Inc.  
324 Manhattan Beach Blvd, Suite 201  
Manhattan Beach, CA 90266  
[fsandelmann@bclgi.com](mailto:fsandelmann@bclgi.com); [jvalene@bclgi.com](mailto:jvalene@bclgi.com)

To BUYER:

Hawthorne Green LLC  
8737 Wilshire Blvd  
Beverly Hills, CA 90211  
Attn: Jeff Green  
[jeffgreen@u-s-merchants.com](mailto:jeffgreen@u-s-merchants.com)

With notice to:

Gregg Zucker  
Foundation Law Group  
2049 Century Park East, Suite 2460  
Los Angeles, CA 90067  
[gregg@foundationlaw.com](mailto:gregg@foundationlaw.com)


and:

Kennerly Lamishaw & Rossi LLP  
707 Wilshire Boulevard, Suite 1400  
Los Angeles, CA 90017  
Attn: Howard Parelskin  
[hparelskin@klrfirm.com](mailto:hparelskin@klrfirm.com)

- 28.) **Mediation**. Except for any unlawful detainer action arising out of BUYER's default of the SUBLEASE, BUYER and SELLER agree to submit any dispute or claims arising out of this AGREEMENT or the HANGAR to ADR Services or any other mutually agreed mediator within 30 days of a written request for mediation by either party. The PARTIES shall share the mediator's fee equally. If the dispute is not resolved within 60 days after the mediation request, either PARTY may proceed with litigation or other available remedies.
- 29.) **Litigation Costs**. If any lawsuit, arbitration, or other proceeding, including any action for declaratory relief, is brought for the enforcement of this AGREEMENT or because of an alleged dispute, breach, default, or misrepresentation in connection with this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs, in addition to any other relief to which the party may be entitled. The prevailing party shall be determined by the arbitrator or court. If neither PARTY is found to be the prevailing party or if the arbitrator or court does not make such a determination, each party shall bear their own attorneys' fees and costs.
- 30.) **Successors**. This AGREEMENT shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assignees of the PARTIES to this Agreement.
- 31.) **Subordination**. This AGREEMENT and the rights granted to BUYER hereunder are and shall, at all times, be subject and subordinate to: (i) the underlying MGL, including the terms thereof affecting all or any part of the HANGAR now or later existing, and all amendments, renewals, modifications, supplements and extensions thereof, (ii) the DEVELOPMENT SUBLEASE, including the terms thereof affecting all or any part of the HANGAR now or later existing, and all amendments, renewals, modifications, supplements and extensions thereof, and (iii) all deeds of trust or mortgages now or later affecting or encumbering all or any part of the HANGAR and/or any ground or underlying leasehold estate. SELLER shall request from MASTER LANDLORD and

provide from MASTER TENANT to BUYER satisfactory non-disturbance agreement from the landlords under the MGL and the DEVELOPMENT SUBLEASE, confirming that so long as BUYER performs in accordance with the terms of the SUBLEASE, BUYER's (and, if applicable, BUYER's lender's) right to possession of the TENANT IMPROVEMENTS will not be disturbed. In the event that, despite good faith efforts, SELLER is unable to provide such non-disturbance agreements within 180 days, BUYER shall have the right to notify SELLER in writing and request that the MASTER LANDLORD issue such a non-disturbance agreement and if necessary, the right (but not the obligation) to seek judicial relief, at SELLER's sole expense to force the MASTER LANDLORD to issue such a non-disturbance agreement. If BUYER fails to obtain a NDA in substantially similar form attached to this AGREEMENT prior to the date 180 days following the PSA EFFECTIVE DATE, BUYER shall have the right to terminate this AGREEMENT, in which event all funds remitted by BUYER to SELLER shall be promptly returned to BUYER and neither party shall have any further obligation hereunder.

BUYER acknowledges that the HANGAR and this AGREEMENT are subordinate and subject to the terms and provisions of the MGL between the MASTER LANDLORD and MASTER TENANT, and the DEVELOPMENT SUBLEASE between the MASTER TENANT and SELLER.

 (BUYER Initial)

- 32.) **Attornment.** BUYER shall attorn to MASTER LANDLORD in the event the MASTER LANDLORD requests it so long as MASTER LANDLORD provides the NDA described above.
- 33.) **Waivers.** No waiver of any breach of any covenant or provision in this AGREEMENT shall be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver shall be valid unless in writing and executed by the waiving party.
- 34.) **Taxes.** BUYER shall be responsible for all taxes owed on the HANGAR and the SUBLEASE PREMISES. Any real estate taxes paid by SELLER for the HANGAR or the SUBLEASED PREMISES after or in connection with the close of this AGREEMENT shall be prorated between SELLER and BUYER in accordance with the terms of the SUBLEASE.
- 35.) **Construction.** Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this AGREEMENT. The singular form shall include the plural and vice versa. This AGREEMENT shall not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES have prepared it. Unless otherwise indicated, all references to sections are to this AGREEMENT.

- 36.) **Integration**. This AGREEMENT together with the other documents referred to herein contains the entire agreement between BUYER and SELLER, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the sale of the HANGAR from SELLER to BUYER. All representations and warranties made by SELLER in connection with this transaction shall survive closing.
- 37.) **Counterparts**. This AGREEMENT may be executed in one or more counterparts by facsimile or by electronic mail (.pdf format), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- 38.) **Written Amendment Required**. This AGREEMENT may not be amended or altered except by a written instrument executed by BUYER and SELLER. As to any reasonable approval or consent rights, such approval or consent shall not be unreasonable conditioned or delayed.
- 39.) **Partial Invalidity**. Any provision of this AGREEMENT that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this AGREEMENT shall be of no effect, but all the remaining provisions of this AGREEMENT shall remain in full force.
- 40.) **Exhibits**. All attached exhibits are incorporated in this AGREEMENT by this reference.
- 41.) **Authority Of PARTIES and Signers**. All persons executing this AGREEMENT on behalf of any party to this AGREEMENT warrant that they have the authority to execute this AGREEMENT on behalf of that PARTY.
- 42.) **Governing Law**. The validity, meaning, and effect of this AGREEMENT shall be determined in accordance with California laws.
- 43.) **Closing Documents**. Concurrently with the AGREEMENT, the following documents shall be executed and delivered:
- a. The Sublease.
  - b. A Bill of Sale, evidencing conveyance of all right, title and interest in the HANGAR and all TENANT IMPROVEMENTS to BUYER (the "BILL OF SALE").
  - c. A Memorandum of Lease, evidencing the lease of the SUBLEASED PREMISES, to BUYER (the "MEMORANDUM OF LEASE").
  - d. A Nondisturbance and Attornment Agreement between BUYER and MASTER TENANT, a true and correct copy of which is attached hereto as Exhibit "G" (the "NDA").
  - e. A Fuel Contract between BUYER and Advanced Air, an affiliate of SELLER.

- f. A Defense & Indemnity Agreement with MASTER TENANT, in the form provided to SUBTENANT prior to the PSA EFFECTIVE DATE.
- g. If required, a FIRPTA Affidavit, executed by SELLER in favor of BUYER.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed as of the day and year first above written.

The parties have agreed as set forth above as of the date indicated next to their signature.

**SELLER:**

395 Park Place, LLC, a California  
limited liability company

Date: 6-11-25

By: 


Printed Name: Levi Stockton

Title: member

**BUYER:**

HAWTHORNE GREEN LLC

Date: June 11, 2025

By: 

Printed Name: Jeff Green

Title: Member

Acknowledged by:

**MASTER LANDLORD:**

CITY OF HAWTHORNE

Date:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MASTER TENANT:**

HAWTHORNE AIRPORT, LLC

Date:

By: LS \_\_\_\_\_

Printed Name: Levi Stockton \_\_\_\_\_

Title: Manager \_\_\_\_\_



**AGENDA ITEM NO. 11.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025

Originating Department: City Attorney

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**City Manager: Department Head:**

**SUBJECT:**

JR. Clippers Basketball League Partnership Agreement.

**RECOMMENDED MOTION:**

Staff recommends that the city council approve the Jr. Clippers Basketball League Partnership Agreement and authorize the City Manager to execute the Agreement.

**DISCUSSION:**

The City's Park youth activities include Junior Clippers basketball league in partnership with the Los Angeles Clippers. The partnership with the Clippers authorizes the city to use Clippers Marks and Logos and other perks, including clinic for coaches, etc. It's an annual agreement, requiring renewal every year.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

N/A

**FISCAL IMPACT:**

None

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to Ralph M. Brown Act.

**ATTACHMENTS**

JR. Clippers Partnership Agreement



## JR. CLIPPERS BASKETBALL LEAGUE PARTNERSHIP AGREEMENT

This Partnership Agreement (“**Agreement**”) by and between LA Clippers LLC (“**Team**”) and City of Hawthorne (“**Partner**”) is made as of September 10, 2025 (“**Effective Date**”).

### RECITALS

WHEREAS, Team is a member of the National Basketball Association (“**NBA**”) and the owner and operator of a professional basketball team known as the LA Clippers (“**Clippers**”); and

WHEREAS, Partner is a municipal entity also organizing and operating its youth basketball league in Hawthorne, CA (“**League**”).

NOW, THEREFORE, for and in consideration of the promises set forth below, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** This Agreement is effective as of the Effective Date and will continue until August 31, 2026 (“**Term**”), unless terminated earlier in accordance with Paragraph 11 as set forth in this Agreement.
2. **PARTNERSHIP BENEFITS.** As of the Effective Date, subject to NBA Rules (as defined below), Team availability (where applicable) and any other applicable terms and conditions, Team agrees to provide Partner with the following Jr. Clippers assets (“**Partnership Benefits**”):

<u>Partnership Benefits*</u>	<u>Applicability / Quantity</u>
1. Rights to Marks and Logos	Yes
2. Co-Branded Jersey	One (1) jersey per participant
3. Jr. Clippers Coaches Regional Training Clinic	One (1) clinic
4. Jr. Clippers Co-Ed Basketball Skills Clinic	One (1) clinic
5. Jr. Clippers Practice and Coaching Curriculum	Yes
6. Jr. Clippers Website Inclusion	Yes
7. Dedicated Group Ticket Purchase Representative	Yes
8. Jr. Clippers Single Game Ticket Offer	Yes
9. Clippers Merchandise Discount	Yes
10. Discounted Intuit Dome Tour Offer	Yes

\*Optional benefits for an additional fee: matching uniform shorts, Jr. Clippers coach shirts

3. **FEES.** As full and complete consideration for the Partnership Benefits and for all rights contained herein, Partner shall pay a fee as determined by Team’s third-party jersey vendor (“**Jersey Vendor**”) directly to such Jersey Vendor in accordance with the payment deadlines set forth by Team.

4. **INTELLECTUAL PROPERTY.**

- a. **Team Marks.** NBA Properties, Inc., in conjunction with its wholly owned subsidiary NBA Entertainment, Inc. (collectively, “**NBAP**”), has the exclusive worldwide right to license for commercial purposes the use of the names, logos, trademarks, service marks, and other identifications of Team (collectively, “**Team Marks**”), and Team grants Partner a royalty-free, limited, non-exclusive, non-transferable, non-sublicensable license to use the Team Marks solely in connection with promoting the League during the Term. All goodwill arising out of Partner’s use of the Team Marks will be exclusively owned by, and inure to the sole benefit of, the Team and NBAP, as applicable. Subject to the revocable, limited license granted herein, Partner acknowledges the Team’s and NBAP’s exclusive right, title and interest in the Team Marks, as applicable, and Partner shall not at any time contest, or in any other manner impair, any part of that right, title, and interest. Partner shall refrain from any act that in any way represents that Partner has or otherwise owns any rights, title, or interest in any of the Team Marks beyond the limited rights specifically granted herein. Partner shall not register or seek to register any trademark, service mark, copyright, domain name, social media name,

or corporate name comprised in whole or in part of any of the Team Marks without prior written consent from the Team or NBAP, as applicable, and any such registration shall be assigned to the Team or NBAP, as applicable. Partner recognizes the great value of the goodwill associated with the Team Marks and acknowledges that the goodwill attached thereto belongs to the Team and NBAP, as applicable, and that all such Team Marks have secondary meaning in the minds of the public. Partner shall not, during the Term of this Agreement or thereafter, attack the property rights of the Team or the NBAP in and to the Team Marks, as applicable. Partner acknowledges that the Team Marks are of the highest quality, and that any permitted use by Partner of the Team Marks is subject to Team's prior written approval and shall be strictly in accordance with the quality control and other standards established by Team and the NBA.

b. **Partner Marks.** Partner hereby grants to Team the non-exclusive, fully paid, royalty free, right and license to use during the Term, Partner's name, logos, trademarks, trade dress, service marks and other identification marks (collectively, "**Partner Marks**") provided by Partner to Team for purposes of the Team's performance under the Agreement.

5. **REGISTRATION DATA.** Partner shall provide to Team the full name and email address of the parent(s) or legal guardian(s) of each League participant as obtained during League registration on the earlier of the following dates: (i) October 1, 2025, or (ii) February 1, 2026. Without limiting the foregoing, Partner shall provide any such registration data upon Team's request. Partner shall notify such parent(s) or legal guardian(s) at the time of League registration such information will be shared with Team, and Partner shall obtain all necessary consents in accordance with applicable laws. As between Partner and Team, any and all personal information obtained in connection with the League shall be owned by Partner, and Partner grants Team a non-revocable, non-exclusive, royalty-free, perpetual license to use such personal information in connection with Team's marketing and promotional activities. Each party shall be responsible for the security and privacy of all such personal information in its possession and Team will not be liable for Partner's collection, use, transfer, or storage of personal information shared with Team.
6. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that: (i) it has the power and authority to execute, deliver and perform this Agreement in accordance with its terms; (ii) the execution, delivery and performance of the entire Agreement have been duly and validly authorized and approved; (iii) this Agreement, when executed by the undersigned on behalf of the respective parties, shall constitute valid and legally binding obligation of the parties; and (iv) it will comply with all applicable federal, state and local laws, rules and regulations in carrying out their obligations hereunder in connection with this Agreement. Partner further represents and warrants that it owns and/or controls the Partner Marks and that Team's use in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.
7. **WAIVER AND RELEASE.** Except as stated herein, Partner intends to waive and release of all claims of any nature Partner had, now has, or may have in the future have against the Team Parties (as defined below) arising out of, or otherwise in connection with any and all claims that may arise from this Agreement. Partner acknowledges that Partner may have or may in the future have claims against the Team Parties which Partner presently does not know or suspect to exist in Partner's favor at the time Partner executes this Agreement which if known, might materially affect Partner's execution of this Agreement. Partner expressly waives all rights Partner may have under Section 1542 of the California Civil Code, which states:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD  
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR  
RELEASED PARTY."**

8. **INDEMNIFICATION.** Partner shall defend, hold harmless and indemnify Team, the National Basketball Association ("**NBA**"), and NBA Properties, Inc. ("**NBAP**"), NBA Entertainment ("**NBAE**"), and their respective affiliates and subsidiaries, and their respective members, partners, shareholders, officers, directors, managers, employees, agents and representatives (collectively, "**Team Parties**") from any claims, demands, causes of action or damages (including reasonable attorneys' fees) arising out of or in connection with (i) the acts or omissions, negligence, or misconduct of its agents, staff, representatives, employees, or anyone acting on Partner's behalf in connection with this Agreement; (ii) Partner's breach or alleged breach of the terms of this Agreement, including, without limitation any obligation, representation, warranty or covenant in this Agreement; (iii) any violation of applicable law(s); or (iv) any commercial, advertisement, sign, advertising copy, Partner Marks, content, other intellectual property or other promotional material furnished by or on behalf of Partner in connection with this Agreement (including any claims of unfair, deceptive or fraudulent advertising).

9. CONFIDENTIALITY. Partner acknowledges and agrees any and all confidential or proprietary information relating to this Agreement, including but not limited to, any basketball or coaching curriculum, shall be kept strictly confidential and shall not be disclosed to any third party without the prior written consent of Team in each instance, except where required by law.
10. INSURANCE. Partner shall, at its sole cost and expense, maintain throughout the Term of this Agreement the insurance coverage listed in Exhibit A attached hereto and incorporated by reference ("**Insurance**"). Upon execution of this Agreement, Partner shall provide Team with a certificate of insurance evidencing the required Insurance coverage.
11. TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice for any reason. Upon such termination, each party shall cease using the other party's intellectual property.
12. NBA RULES. Partner agrees that this Agreement shall be bound and governed by the constitution and by-laws, rules, regulations, resolutions and agreements of the NBA (collectively, "**NBA Rules**"). Partner agrees to observe and comply with any rules, regulations and requirements of the Team, and such rules shall be part of this Agreement and shall be binding upon Partner.
13. NON-EXCLUSIVE RELATIONSHIP. Nothing contained in the Agreement shall be construed to create a partnership, joint venture, fiduciary or other agency relationship between the parties. This Agreement does not confer to Partner an exclusive right to the Partnership Benefits contained in this Agreement. Team reserves the right to partner with other youth basketball organizations and leagues.
14. ARBITRATION. All disputes under this Agreement shall be settled pursuant to binding arbitration under the rules of JAMS in Los Angeles, California before a single arbitrator. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. The prevailing party will be entitled to reasonable attorney fees and costs
15. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, and may not be assigned, directly or indirectly, by either party without the prior written consent of the other party. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, oral or written, with respect to the subject matter hereof. No change or amendment of this Agreement shall be valid unless it is in writing and signed by both parties hereto. Electronic signatures hereon shall be deemed original for all purposes. Additionally, this Agreement may be signed in duplicate counterparts which taken together constitute a whole Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, by themselves and by their proper officers' thereunto duly authorized, to be effective as of the date of full execution of the Agreement.

**CITY OF HAWTHORNE**

**LA CLIPPERS LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date:

## EXHIBIT A

### **Insurance**

Partner shall, prior to commencement of the Agreement, obtain at its sole cost and expense, and thereafter at all times during the Term of the Agreement, maintain the following types of insurance with limits of coverage not less than those set forth below:

1. Worker's Compensation Insurance – Coverage for employees, volunteers, temporary workers and leased workers with limits as required by law in the State of California.
2. Employers' Liability Insurance – Coverage for employees, volunteers, temporary workers and leased workers with minimum limits of:
  - \$1,000,000 Each Accident
  - \$1,000,000 Disease – Each Employee
  - \$1,000,000 Disease – Policy Limit
3. Commercial General Liability Insurance and/or Public Liability Insurance – Coverage for bodily injury and property damage and personal and advertising injury, including contractual liability and products/completed operations liability coverage with no exclusion for sexual abuse and molestation, with minimum limits of:
  - \$10,000,000 Per Occurrence
  - \$10,000,000 General Aggregate
  - \$10,000,000 Products/Completed Operations Aggregate
4. Media Liability or equivalent Professional Liability Insurance – Coverage of intellectual property rights infringement with minimum limits of:
  - \$5,000,000 Per Claim
  - \$5,000,000 in the Aggregate

If written on a claims-mase basis, Partner shall maintain such coverage for a period of three (3) years following the termination or expiration of this Agreement. Partner shall continue to provide evidence of such coverage to Team on an annual basis.

5. Cyber Liability or equivalent Professional Liability Insurance – Coverage for privacy, data breach and network security liability, with minimum limits of:
  - \$5,000,000 Per Claim
  - \$5,000,000 in the Aggregate

If written on a claims-made basis, Partner shall maintain such coverage for a period of three (3) years the termination or expiration of this Agreement. Partner shall continue to provide evidence of such coverage to Team on an annual basis.

6. Risk Property Insurance – Coverage for loss or damage to real and business personal property. Such insurance shall be written on a full replacement costs basis and shall include a waiver of subrogation in favor of the Additional Insureds as defined below.
7. Coverage limits may be satisfied through a combination of primary and umbrella/excess policies. Umbrella/excess policies shall follow form of the underlying coverage.

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-,VII or better. The Team Parties must be named as Additional Insureds ("**Additional Insureds**") on the Commercial General Liability, Commercial Automobile Liability, Media Liability and Umbrella/Excess Liability Policies.



**AGENDA ITEM NO. 12.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025

Originating Department: City Attorney

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**City Manager: Department Head:**

**SUBJECT:**

Ground Sublease Agreement between Hawthorne Airport, LLC, Space, Space Exploration Technologies Corporation and Zelman Hawthorne, LLC.

**RECOMMENDED MOTION:**

Staff recommends that the city council approve the Ground Sublease Agreement between Hawthorne Airport, LLC (HA LLC), Space Exploration Technologies Corporation (Space X) and Zelman Hawthorne, LLC (Zelman) and authorize the City Manager to execute the Agreement.

**DISCUSSION:**

In 2023, a lawsuit was filed against the City of Hawthorne by HA LLC in a dispute over a strip of land at the city's municipal airport. The city had leased the disputed land to Zelman. Zelman had subleased the property to Space X. In January of 2024, the City and HA LLC entered into a settlement in which the City gave the lease rights of the disputed property to HA LLC with a condition that they forward the same lease revenue to the City. (There were other obligations that are not relevant to the current Ground Sublease agreement.) Space X, Zelman and HA LLC have worked out a sublease agreement over the same strip of land. The continued obligation to pay the City the lease revenue has not changed.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

The amicable relationship of major companies at the airport and the city is an important part of the city's economic development.

**FISCAL IMPACT:**

None

**NOTICING PROCEDURE:**

72 hours posted notice pursuant to Ralph M. Brown Act.

**ATTACHMENTS**

Ground Sublease Agreement, Space X, Zelman & HA LLC

## **GROUND SUBLEASE**

This Ground Sublease ("Sublease") is entered into by and between Hawthorne Airport, LLC, a Delaware limited liability company ("Sublessor"), Space Exploration Technologies Corp. a Texas corporation formerly domiciled in Delaware ("Sublessee"), and Zelman Hawthorne, LLC, a Delaware limited liability company ("Zelman") with regard to the following facts:

### **RECITALS:**

A. On January 1, 1979, the City of Hawthorne, a California municipal corporation ("Landlord"), on the one hand, and Northrop Corporation, a California corporation, on the other hand, entered into a lease agreement (the "1979 Lease") for certain portions of land located on the southwestern edge of the "Hawthorne Municipal Airport - Jack Northrop Field" (the "Airport"), commonly known as Section A + G and Section B (the "Northrop Premises"). Vought Aircraft Industries, Inc., a Delaware Corporation ("Vought") became Northrop's successor-in-interest to the 1979 Lease. The 1979 Lease terminated on December 31, 2005. On September 25, 2007, Landlord and Vought entered into a new lease for the Northrop Premises (the "2007 Lease"). On or about August 26, 2011, Vought merged with Triumph Aerostructures, LLC, a Delaware limited liability company ("Triumph"), the latter of which became the surviving entity.

B. Sublessor is currently leasing from the Landlord certain portions of the Airport pursuant to: (i) that certain Ground Lease dated as of January 3, 2005; (ii) that certain First Amendment to Ground Lease dated as of November 22, 2005; (iii) that certain Second Amendment to Ground Lease dated as of June 13, 2006; (iv) that certain Third Amendment to Ground Lease dated as of June 28, 2017; and (v) that certain Fourth Amendment to Ground Lease dated as of January 24, 2024 (collectively the "Master Ground Lease" or "MGL"). A true and correct copy of the MGL is attached hereto as Exhibit "A". Section 29.1 of the Master Ground Lease included an option for Sublessor to lease the Northrop Premises. Sublessor duly exercised its option. In 2007, the Landlord approved and adopted the Municipal Airport Master Plan (the "Mater Plan"), which was commissioned jointly by the Landlord and Sublessor, for the purpose of depicting and planning the development of the Airport.

C. Zelman, as landlord, and Sublessee, as tenant, entered into that certain Commercial/Industrial Lease dated October 13, 2014, as amended by that certain First Amendment to Lease dated January 1, 2016, that certain Second Amendment to Lease dated April 1, 2016, that Third Amendment to Lease dated March 1, 2018, that Fourth Amendment to Lease dated January 10, 2020, that Fifth Amendment to Lease dated April 15, 2020, that Sixth Amendment to Lease dated July 1, 2020, and that Seventh Amendment to Lease dated October 1, 2020 (as amended, the "SpaceX Lease"), for certain premises located at 3901 Jack Northrop Avenue, Hawthorne, CA, as more particularly described in the SpaceX Lease.

D. On December 31, 2020, Zelman concurrently entered into: (i) the Assignment and Assumption of Lease agreement, whereby Triumph assigned its interest and to the 2007 Lease to Zelman; and (ii) the First Amendment to the 2007 Lease (the "Zelman Amendment"), between Zelman, on the one hand, and Landlord, on the other hand, with respect to the Northrop Premises.

E. Zelman, as sublessor, and Sublessee, as sublessee, entered into that certain Sublease Agreement dated January 1, 2021 (the "SpaceX Sublease"), with respect to the Northrop Premises.

F. A dispute arose regarding Zelman Amendment, and the impact thereof on Sublessor's right to the Northrop Premises under the Master Ground Lease. This dispute led to a lawsuit filed in the Superior Court of the State of California for the County of Los Angeles, Case No. 22TRCV01306, entitled *Hawthorne Airport, LLC v. City of Hawthorne, et al.* (the "Action"), to which Sublessor, Sublessee, Landlord, and Zelman were parties.

G. The Action was resolved after settlements were entered between Sublessor and Sublessee (the "SpaceX Settlement"), Sublessor and Zelman (the "Zelman Settlement"), and Sublessor and Landlord (the "City Settlement") (collectively, the "Settlement Agreements"). True and correct copies of the Settlement Agreements are collectively attached hereto as Exhibit "B". The SpaceX Settlement and the Zelman Settlement each provided, in pertinent part, that Sublessee and Zelman agreed to be bound by the resolution of the Action between Sublessor and the City, and that if Sublessor was determined to have the right to possess the Northrop Premises, that Sublessor and Sublessee would enter into a new lease. Sublessor, Sublessee, and Zelman further agreed that Sublessor would have the right to develop the Northrop Premises and that any reduction of leasehold would result in a proportional reduction to any rent payable under the new lease.

H. Pursuant to the City Settlement and the Fourth Amendment to the MGL, Landlord and Sublessor agreed that the 2007 Lease would be terminated and this Sublease would be entered between Sublessor and Sublessee.

I. The total square footage of the Northrop Premises is 86,337 square feet. Section A+G is 24,882 square feet in size, and Section B is 61,455 square feet in size. As part of Sublessor's development obligations for the Airport, the entirety of Section B (i.e., 71.18%) of the Northrop Premises is being turned over to Sublessor by Sublessee and Zelman, leaving a total of 24,882 square feet of land for use in this Sublease (the "Subleased Premises"). A true and correct copy of the legal description of the Subleased Premises is attached hereto as Exhibit "C". A true and correct copy of map of depicting the Subleased Premises is attached hereto as Exhibit "D".

J. Sublessee desires to sublease from Sublessor the Subleased Premises. Sublessor has agreed to sublease the Subleased Premises to Sublessee upon the terms, covenants and conditions herein set forth. Sublessor and Zelman further desire and agree that, should Sublessee no longer desire to Sublease the Subleased Premises, Zelman, at its option, may be assigned Sublessee's interest in the Subleased Premises.

#### **SUBLEASE:**

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Sublease. Sublessor hereby subleases and demises to Sublessee and Sublessee hereby hires and takes from Sublessor the Subleased Premises for the uses and upon the terms and conditions set forth in this Sublease.

1.1 Effective Date. This Sublease shall be deemed effective as of August 4, 2025 (the "Effective Date").

1.2 No New Deposit by Sublessee. In connection with this Sublease, Sublessee shall not be required to make any new deposit to Sublessor. Sublessor shall not be liable to Sublessee or Zelman for any deposit. Sublessee and Zelman acknowledge and agree that Sublessee has not paid any deposit to Zelman in connection with the SpaceX Lease.

1.3 Use of the Subleased Premises. Sublessee shall have the right to use the Subleased Premises for any and all uses that Landlord deems consistent with the governing land use controls, which land use controls may be amended by the City in the future. At present, the governing land use control is the Master Plan. Parking, ingress/egress and loading uses are hereby deemed consistent with the Master Plan. Notwithstanding the foregoing, the Subleased Premises shall not be used for access to the Airport. Consistent with Sections 1.4 and 4.4, herein, Sublessor shall have the right to reduce the size of, or eliminate entirely, the Subleased Premises in connection with Sublessor's ongoing obligations to develop the Airport pursuant to the Master Plan, subject to the restrictions and obligations set forth in Section 4.4.

1.4 Sublessor's Reserved Rights. In addition to those rights as set forth in Section 4.4 herein, Sublessor reserves the right to, from time to time, take the following actions, so long as such actions are taken in a manner to minimize any disruptions to the business and activities of Sublessee and Sublessee's tenants, guests, and invitees and do not materially impair the ability of Sublessee or Sublessee's tenants, guests, and invitees to conduct their activities in the normal course of their respective businesses: (i) install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Airport leading through the Subleased Premises in locations which will not materially interfere with Sublessee's use thereof, (ii) relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Subleased Premises which are so located or located elsewhere outside the Subleased Premises, (iii) construct other buildings or improvements on the Airport (other than the Subleased Premises), (iv) build additional stories on any building or buildings on the Airport (other than the Subleased Premises), (v) lease any portion of the Airport (other than the Subleased Premises) for the construction of improvements or buildings, (vi) reconfigure and/or restripe driveways, walkways, and taxiways, and (viii) modify or enlarge the common areas, alter or relocate accesses to the Airport, including both separate and common accesses and provisions of a separate access, or alter or relocate any common facility. Sublessor further reserves to itself the right, from time to time, to grant such non-exclusive below ground easements, rights, and dedications that Sublessor reasonably deems necessary or desirable, and to cause the recordation of restrictions, so long as such easements, rights, dedications, and restrictions do not materially interfere with the use of the Subleased Premises by Sublessee or by Sublessee's tenants, guests, and invitees. Sublessee shall promptly sign any documents reasonably necessary to effect the aforementioned rights, upon request of Sublessor.

1.5 Tender of Possession. Sublessee acknowledges and agrees that it has been in continuous possession of the Subleased Premises since January 1, 2021. Possession of the

Subleased Premises shall be deemed tendered and delivered by Sublessor, and accepted by Sublessee, in its "As Is, Where Is" condition.

2. Lease Term.

2.1 Initial Term. The "Initial Term" of this Sublease shall commence on the Effective Date and shall end, unless sooner terminated, at 11:59 PM on December 31, 2030.

2.2 Option(s) to Extend Term. Sublessor grants to Sublessee options to extend the Lease Term ("Extension Option(s)") for two (2) additional extension terms of five (5) years each ("Option Terms", and each an "Option Term"), by giving written notice of exercise thereof ("Extension Notice") to Sublessor at least sixty (60) calendar days before the date the Initial Term or then current Option Term would otherwise expire. All of the terms, covenants, conditions, provisions and agreements applicable to the Initial Term shall be applicable to the Option Terms. Sublessee shall pay rent during the exercised Option Terms in accordance with Section 3 of this Sublease. Rent shall be adjusted in accordance with Section 3.1.2 of this Sublease.

2.3 Early Termination Option.

2.3.1 General. Sublessor grants to Sublessee an option to terminate ("Termination Option") on a date prior to the end of the Initial Term or, if the Extension Option(s) have been exercised, prior to the end of the Option Term(s) ("Termination Date").

2.3.2 Termination Notice. The Termination Option shall be exercised by giving written notice of the exercise thereof ("Termination Notice") at least ninety (90) days before the Termination Date. The Termination Notice shall be served on both Sublessor and Zelman. Once the Termination Notice is served, the Termination Date cannot be extended except as expressly provided for in Section 2.3.3.4 herein.

2.3.3 Assignment to, and Assumption by, Zelman.

2.3.3.1 Notwithstanding Section 20 herein, Sublessor hereby grants to Zelman the option to assume the Sublease from Sublessee in the event that Sublessee exercises its Termination Option herein ("Assumption Option").

2.3.3.2 In order to exercise its Assumption Option, Zelman must timely serve written notice of the exercise thereof ("Assumption Notice") upon Sublessor and Sublessee within forty-five (45) days of the date of Sublessee's service of the Termination Notice.

2.3.3.3 If Zelman exercises its Assumption Option, then Sublessee and Zelman shall, no later than twenty-one (21) days before the Termination Date, memorialize the assignment and assumption of the Sublease in an Assignment & Assumption Agreement and present the Assignment & Assumption Agreement to Sublessor for acknowledgement.

2.3.3.4 In the event that Sublessee and Zelman require more time to prepare and enter the Assignment & Assumption Agreement, Sublessee and Zelman shall

have a one-time option to extend the Termination Date by up to two (2) months (“Assignment Extension Option”). The Assignment Extension Option can only be exercised by joint written notice of exercise thereof by Sublessee and Zelman to Sublessor no later than twenty-one (21) days before the Termination Date.

2.3.3.5 Entry of the Assignment & Assumption Agreement prior to the Termination Date shall restore the term of the Sublease (i.e., either the Initial Term or the Extension Term) in effect at the time that Sublessee served the Termination Notice.

2.3.3.6 In connection with the Assignment & Assumption Agreement, Zelman will be required to enter into a Sublease Non-Disturbance and Attornment Agreement (“SNDA”) with Landlord. Notwithstanding the foregoing, the effectiveness of the Assignment & Assumption Agreement shall not be contingent on the execution of the SNDA by Landlord.

2.3.3.7 Absent the entry of an Assignment & Assumption Agreement, this Sublease, including Zelman’s Assumption Option, shall expire by the Termination Date.

### 3. Rent.

#### 3.1 Intentionally Deleted.

3.1.1 Initial Sublease Rent Payments. Sublessor and Sublessee hereby agree that the initial monthly installment of “Sublease Rent” shall be \$2,641.64 (“Base Rent”), payable on the first day of each month. Sublessor and Sublessee further agree that the payment of the first installment of Sublease Rent for the month of August of 2025, and only August of 2025, shall be prorated based on the Effective Date.

3.1.2. Annual Increases in Sublease Rent. Commencing on the first anniversary (“Base Date”) of the first actual payment by Sublessee of Sublease Rent and each anniversary thereafter, Sublessee Sublease Rent shall increase by the applicable rise, if any, in the Index (as that term is defined in the Master Ground Lease and interpreted in a manner consistent therewith), or 5%, whichever is lower. Such increase shall be determined in the manner described in Paragraph 3.4.2 of the Master Ground Lease with regard to “Base Rent”, but the minimum adjustment described in that section shall not be applicable. The Sublease Rent shall not decrease in the event the CPI figures reverse or are negative unless this Sublease is so amended in writing and such an amendment is approved by both the Sublessor and Landlord, but any future increases shall take into account such reduction. Notwithstanding the foregoing, Sublessee shall not be responsible for any payment of Operating Expenses or other increases in Base Rent under the Master Ground Lease (if any).

3.2 Late Charges; Interest on Past Due Obligations. If Sublessee fails to make any payment of Sublease Rent or other sum which, from time to time, becomes due and payable by Sublessee to Sublessor hereunder, within five (5) business days after the date on which such

payment is due, Sublessee shall be required to pay Sublessor a late charge equal to three percent (3%) of the delinquent payment. Further, except as expressly herein provided, any amount which is payable by Sublessee to Sublessor which is not paid when due shall bear interest from the date due at a rate equal to ten percent (10%) per annum. Payment of such interest shall not excuse or cure any default by Sublessee under this Sublease.

3.3 Taxes. Sublessee shall be responsible for and shall pay prior to delinquency all taxes and assessments, if any, levied against or by reason of all alterations and additions and all other items installed or paid for by Sublessee under this Sublease, and the personal property, trade fixtures and all of the property placed by Sublessee (or its tenants) in or about the Subleased Premises (collectively, the "Sublessee Installed Property"). Upon demand by Sublessor, Sublessee shall furnish Sublessor with satisfactory evidence of payment thereof. If at any time during the Term any of the Sublessee Installed Property shall be taxed or assessed as part of the Subleased Premises, then such tax or assessment shall be paid by Sublessee to Sublessor immediately upon presentation by Sublessor of copies of the tax bills in which such taxes and assessments are included and shall for the purposes of this Sublease be deemed to be personal property taxes or assessments under this Section 3.3.

4. Use of the Subleased Premises.

4.1 Standard of Conduct. Sublessee's activities at the Subleased Premises shall be established and conducted throughout the term hereof in a first-class manner. Sublessee shall not use the Subleased Premises for or carry on or permit upon the Subleased Premises or, insofar as they relate to activities emanating from the Subleased Premises, the Airport or any part thereof any offensive, noisy, or dangerous activity prohibited under the Master Ground Lease. Sublessee shall not do or permit anything to be done in or about the Subleased Premises or the Airport, nor bring nor keep anything therein which will in any way cause the Subleased Premises or the Airport to be uninsurable with respect to the insurance required by this Sublease or with respect to standard fire and extended coverage insurance with vandalism, malicious mischief and riot endorsements.

4.2 Compliance with Laws. Sublessee shall not use the Subleased Premises or permit the Subleased Premises to be used in whole or in part for any purpose or use that is in violation of any of the laws, ordinances, regulations or rules of any governmental agency or public authority. Sublessee shall keep the Subleased Premises equipped with all safety appliances required by law, ordinance or Sublessee insurance on the Subleased Premises, or any order or regulation of any public authority because of Sublessee's use of the Subleased Premises (including, without limitation, the Federal Occupational Health and Safety Act of 1970, and the California Occupational Health and Safety Act of 1973). Sublessee (and its tenants) shall (i) use the Subleased Premises in accordance with all applicable ordinances, rules, laws and regulations and shall comply with all requirements of all governmental authorities now in force and which may hereafter be in force pertaining to the use of the Subleased Premises by Sublessee, including, without limitation, California Hazardous Waste Control Act (Health & Safety Code Section 25100, et seq.), California Underground Storage of Hazardous Substances Act (Health & Safety Code Section 25280, et seq.), California Hazardous Substances Account Act (Health & Safety Code Section 25300, et seq.), California Porter-Cologne Water Quality Control Act (Water Code Section

13000, et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) and Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq. and all Environmental Statutes (as defined in the Master Ground Lease) and statutes and regulations applicable to noise, and air pollution, and (ii) make such alterations and additions thereto as may be required from time to time by such laws' ordinances, rules, regulations and requirements of governmental authorities, or Sublessee insurance on the Subleased Premises because of Sublessee's use of the Subleased Premises. Sublessor shall have no responsibility whatsoever for seeking any general plan amendment, rezone, map or other discretionary or ministerial license or permit whatsoever from any governmental agency of public authority which may be necessary for Sublessee's lawful possession and/or use of the Subleased Premises (including regulations of the Federal Aviation Administration and Department of Transportation).

4.3 Protective Covenants. Sublessee will (i) comply with any covenants, conditions, restrictions and regulations affecting the Subleased Premises (including regulations of the Federal Aviation Administration and Department of Transportation), (ii) promptly give Sublessor written notice of receipt by Sublessee of any notice of violation under any such covenants, conditions, restrictions and regulations and (iii) indemnify and hold Sublessor harmless from any liability or costs (including reasonable attorneys' fees) indirectly or directly arising out of Sublessee's violation of any such covenants, conditions, restrictions and regulations. Sublessor shall indemnify and hold Sublessee harmless from any liability or costs (including reasonable attorneys' fees) indirectly or directly arising out of any violation of any such covenants, conditions, restrictions and regulations which have occurred prior to the Effective Date. Notwithstanding the foregoing, Sublessee acknowledges and agrees that certain portions of the Subleased Premises are currently subject to ongoing monitoring and cleanup efforts by the Northrop Grumman Corporation of certain pollutants, and further acknowledges and agrees that Sublessor shall have no responsibility to indemnify and hold harmless Sublessee for any liability and costs arising therefrom.

4.4 Sublessor's Right to Develop Subleased Premises. Sublessee acknowledges that Sublessor represents that it intends to, and will, comply with its obligations to develop the Airport, including, as necessary, the Subleased Premises, in accordance with the Master Plan for the Sublessor, as legally permissible. In the event that Sublessor intends to use any of the Subleased Premises for the development of the Airport, Sublessor and Sublessee agree that:

4.4.1 The Base Rent payable by Sublessee for the Subleased Premises will be reduced in equal proportion to the square footage reduction of the Subleased Premises;

4.4.2 Sublessor will provide at least six (6) month's written notice to Sublessee before Sublessee will be required to vacate any portion of the Subleased Premises;

4.4.3 In developing the Subleased Premises, Sublessor will try to accommodate Sublessee's needs and minimize any impact on Sublessee's operations including ensuring to the maximum extent possible that Sublessee will retain vehicular access to the remaining portions of the leasehold, including accommodating an appropriate truck turning radius;

4.4.4 Sublessee shall have the right to terminate the lease by providing Sublessor at least ninety (90) days' written notice in accordance with Section 2.3 herein;

4.4.5 Sublessor currently does not have any available space to replace any lost parking or lost storage for Sublessee. However, if Sublessor obtains any such space, Sublessor will allow Sublessee the first option to lease such space at market rates and terms.

5. Utilities.

5.1 Payment. Beginning on the Effective Date and continuing throughout the Term, Sublessee shall pay before delinquency all separately metered charges, if any, for water, gas, heat, electricity, power, sewer, telephone, janitorial or other services or utilities supplied to or consumed in or upon the Subleased Premises.

5.2 Interruption. There shall be no abatement of Sublease Rent or other charges required to be paid hereunder and Sublessor shall not be liable in damages or otherwise for interruption or failure of any service or utility furnished to or used in the Subleased Premises because of accident, making of repairs, alterations or improvement, severe weather, difficulty or inability in obtaining services or supplies, labor difficulties or any other cause, except to the extent (a) provided in the Master Ground Lease, or (b) caused by the gross negligence or willful misconduct of Sublessor, or a breach of any of Sublessor's duties or obligations under this Sublease.

6. Intentionally Deleted.

7. Maintenance and Repairs. The parties hereto acknowledge that insurance and maintenance costs in connection with the Subleased Premises and/or any improvements located thereon, are entirely the responsibility of Sublessee or, if applicable, Sublessee's sublessees. Sublessor shall not be required to furnish any services or facilities or to make any repairs or alterations to the Subleased Premises or improvements and Sublessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Subleased Premises, improvements and any personal property located thereon.

8. Insurance.

8.1 Sublessee's Insurance. Sublessee shall procure and maintain in full force and effect during the term of this Sublease and for such other period as may be required herein, insurance in the amounts and form specified in this Article 8 and in Exhibit "E" attached hereto and incorporated herein by reference. Failure to procure and maintain such insurance shall be deemed a material breach of the Sublease.

8.2 Waiver of Subrogation. Sublessor and Sublessee agree to have their respective insurance companies issuing property damage, worker's compensation insurance and loss of income and extra expense insurance waive any rights of subrogation that such companies may have against Sublessor or Sublessee, as the case may be. Notwithstanding anything in this Sublease to the contrary, Sublessor and Sublessee hereby waive any right that either may have against the other on account of any loss or damage if such loss or damage is insurable under the property damage or loss of income and extra expense insurance required to be maintained hereunder (this waiver extends to deductibles under such insurance).

8.3 Increase in Premiums. Sublessee shall do all acts and pay all expenses necessary to insure that the Subleased Premises are not used for purposes prohibited by any applicable insurance, and that Sublessee's use of the Subleased Premises complies with all requirements necessary to obtain any such insurance. In the event Sublessee uses or permits the Subleased Premises to be used in a manner which increases the existing rate of any insurance carried by Sublessor, Sublessee shall pay the amount of the increase in premium caused thereby, and Sublessor's costs of obtaining other replacement insurance policies, including any increase in premium, within ten (10) days after demand therefor by Sublessor.

9. Right of Entry. Sublessor and its authorized representatives may enter the Subleased Premises at any time(s) during the term of this Sublease during normal business hours and upon not less than five (5) business days prior notice, except in the case of an emergency, for the purpose of inspecting and determining the condition of the Subleased Premises or for any other proper purpose including, without limitation, to make repairs, replacements or improvements to the extent required pursuant to this Sublease, the Master Ground Lease, or any other agreement which is binding upon Sublessor relating to the Airport, post notices of non-responsibility and any other purpose permitted by law. Sublessor shall not be liable for inconvenience, annoyance, disturbance, loss of business, quiet enjoyment or other damage or loss to Sublessee by reason of making any repairs or performing any work upon the Subleased Premises to the extent that such work is required to be performed pursuant to this Sublease, the Master Ground Lease, or any other agreement which is binding upon Sublessor relating to the Airport; provided, however, Sublessor shall use commercially reasonable efforts to minimize any inconveniences to Sublessee's normal operations caused thereby.

10. Quiet Enjoyment. Sublessor covenants that Sublessee, upon paying the rent and other amounts required to be paid hereunder and performing its obligations hereunder and subject to all the terms and conditions of this Sublease, shall peacefully and quietly have, hold and enjoy the Subleased Premises, as against all persons claiming by, through or under Sublessor, throughout the term of this Sublease, or until this Sublease is earlier terminated as provided by this Sublease and/or the Master Ground Lease.

11. Casualty and Taking by Eminent Domain. If during the term of this Sublease, the Subleased Premises or any portion thereof is taken by eminent domain or by action in lieu thereof, Sublessee's rights and obligations with respect to repair, reconstruction, termination, abatement and use of insurance proceeds shall be subject to the rights and obligations under the Master Ground Lease. To the extent the provisions of the Master Ground Lease pertaining to casualty or eminent domain do not conflict with the provisions below, then the following provisions shall, as between Sublessor and Sublessee, apply:

11.1 Casualty; Repair of Damage by Sublessor. Sublessee shall promptly notify Sublessor of any damage to the Subleased Premises resulting from fire or any other casualty. If the Subleased Premises shall be damaged by fire or other casualty, Sublessee shall, subject to Article 7 above, promptly and diligently restore all leasehold improvements in the Subleased Premises substantially to their condition prior to such fire or other casualty. Sublessee shall have no more than five (5) years to restore and rebuild the Subleased Premises. Notwithstanding anything contained in this Sublease to the contrary, Sublessor shall not be liable for any

inconvenience or annoyance to Sublessee, or injury to Sublessee's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Subleased Premises or common areas necessary to Sublessee's occupancy, and if such damage is not the result of the gross negligence or willful misconduct of Sublessee or Sublessee's agents, employees, contractors, licensees or invitees, Sublessor shall allow Sublessee a proportionate abatement of Base Rent during the time and to the extent the Subleased Premises are unfit for occupancy for the purposes permitted under this Sublease, and not occupied by Sublessee as a result thereof. The provisions of this Section constitute an express agreement between Sublessor and Sublessee with respect to any and all damage to, or destruction of, all or any part of the Subleased Premises, and any statute, regulation or case law of the State of California, including without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to termination rights arising from damage or destruction shall have no application to this Sublease or any damage or destruction to all or any part of the Subleased Premises or Airport.

11.2 Sublessee's and Sublessor's Rights Upon Condemnation. If, during the term of this Sublease, the Subleased Premises and/or the Airport, or any substantial part thereof, are taken by eminent domain or by reason of any public improvement or condemnation proceeding, or in any manner by exercise of the right of eminent domain including any transfer in avoidance of an exercise of the power of eminent domain, this Sublease shall terminate as to the entire Subleased Premises at Sublessee's sole election by written notice given within sixty (60) days after the taking has occurred. If Sublessee does not elect to terminate this Sublease as hereinabove provided, Sublessee shall repair and restore the Subleased Premises as nearly as reasonably possible to the condition existing before the taking to the extent of condemnation proceeds received by Sublessee. If Sublessee does not elect to terminate this Sublease as hereinabove provided, this Sublease shall continue in full force and effect, except that Sublessee's share of Base Rent shall be apportioned according to the ratio that the square footage of the Subleased Premises remaining following such taking bears to the square footage of the Subleased Premises prior to the taking. If Sublessee does not elect to terminate this Sublease as herein provided, Sublessee shall have, proportionate to its subleasehold interest in the subject premises, the same rights as the Sublessor as provided in Section 14 of the Master Ground Lease. Each party waives the provisions of Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Sublease in the event of a partial condemnation of the Subleased Premises.

11.3 Reservation of Compensation. Sublessee reserves, and Sublessor waives and assigns to Sublessee, all rights to any award or compensation for damage to the Subleased Premises, and the leasehold estate created hereby, occurring by reason of any taking in any condemnation or eminent domain proceeding or anything lawfully done by public authority; however, Sublessor shall be entitled to any compensation or damages paid for any residual value with respect to Sublessor's interest in the Subleased Premises after expiration of the Term (if any). Sublessor will deliver such further assignments of the foregoing as Sublessee may from time to time request.

12. Default; Remedies.

12.1 Events of Default. The occurrence of any of the following shall constitute an event of default on the part of Sublessee:

(i) Nonpayment. Failure to pay any amount payable to Sublessor hereunder when due and such failure continues for five (5) business days after receipt of written notice of such failure from Sublessor; provided further, that any such notice given pursuant to this Section 12.1(i) shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar or successor law.

(ii) Other Obligations. Failure to perform any other obligation, agreement, or covenant of Sublessee under this Sublease, and such failure continues for thirty (30) days after written notice of such failure, provided if it is not reasonably possible to cure such default within thirty (30) days, no event of default shall be deemed to occur if Sublessee shall commence cure within said thirty (30) day period and shall proceed diligently to complete cure. The thirty (30) day written notice described above shall be served in accordance with California Code of Civil Procedure Section 1162 and shall be the same notice and in lieu of any other required by California Code of Civil Procedure Section 1161;

(iii) General Assignment. A general assignment by Sublessee for the benefit of creditors;

(iv) Bankruptcy. The filing of any voluntary petition in bankruptcy by Sublessee, or the filing of an involuntary petition by Sublessee's creditors, which involuntary petition remains undischarged for a period of ninety (90) days. If under applicable law the trustee in bankruptcy or Sublessee has the right and elects to affirm this Sublease and continue to perform the obligations of Sublessee hereunder, such trustee or Sublessee shall, as and to the extent required under applicable bankruptcy law, cure all defaults of Sublessee hereunder outstanding as of the date of the affirmance of this Sublease and provide to Sublessor such adequate assurances as may be necessary to ensure Sublessor of the continued performance of Sublessee's obligations under this Sublease;

(v) Receivership. The employment of a receiver appointed by court order to take possession of substantially all of Sublessee's assets or the Subleased Premises, if such receivership remains undissolved for a period of ninety (90) days;

(vi) Attachment. The attachment, execution, or other judicial seizure of all or substantially all of Sublessee's assets at the Subleased Premises, if such attachment or other seizure remains undismissed or undischarged for a period of ninety (90) days after the levy thereof; and

(vii) Insolvency. The admission by Sublessee in writing of its inability to pay its debts as they become due, the filing by Sublessee of a petition seeking any reorganization arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Sublessee or an answer admitting

or failing timely to contest a material allegation of a petition filed against Sublessee in any such proceeding or, if within ninety (90) days after the commencement of any proceeding against Sublessee seeking any reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed.

12.2 Remedies. In the event of any such event of default by Sublessee, Sublessor may at any time thereafter, with or without notice of demand and without limiting Sublessor in the exercise of any right or remedy which Sublessor may have by reason of such event of default, exercise any of the following remedies:

(i) Termination: Damages. Sublessor may terminate Sublessee's right to possession of the Subleased Premises by any lawful means, in which case this Sublease shall terminate and Sublessee shall immediately surrender possession of the Subleased Premises to Sublessor. In such event, Sublessor shall be entitled to recover from Sublessee all damages incurred by Sublessor by reason of Sublessee's default, including, but not limited to: (i) the cost of recovering possession of the Subleased Premises; (ii) expenses of repairing any damage to the Subleased Premises caused by Sublessee (but excluding the expenses of reletting, including necessary renovation and alteration of the Subleased Premises, reasonable attorneys' fees, and any real estate commission actually paid); (iii) the worth at the time of award by the court of the unpaid rent which has been earned at the time of termination; (iv) the worth at the time of award (by the court) of the amount by which the unpaid rent which would have been earned after termination until the earlier to occur of (1) the time of award, or (2) ninety (90) days following the date of termination, exceeds the amount of such rental loss that Sublessee proves could have been reasonably avoided; (v) the worth at the time of award of the amount by which the unpaid rent for the earlier to occur of (1) the balance of the term of this Sublease after the time of award, or (2) the ninety (90) day period following the date of termination exceeds the amount of such rental loss that Sublessee proves could be reasonably avoided; and (vi) any other amount necessary to compensate Sublessor for all detriment proximately caused by Sublessee's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in clauses (iii) and (iv) will be computed by allowing interest at the Interest Rate commencing on the first day a breach occurs. The "worth" at the time of award" of the amount referred to in clause (v) is computed by multiplying such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

(ii) Continuation of Sublease. Sublessor may maintain Sublessee's right to possession of the Subleased Premises, in which case this Sublease shall continue in effect whether or not Sublessee shall have abandoned the Subleased Premises. In such event, Sublessor shall be entitled to enforce all of Sublessor's rights and remedies under this Sublease, including the right to recover the Sublease Rent as it becomes due hereunder. Sublessor has the remedy described in California Civil Code Section 1951.4 (Sublessor may continue the Sublease in effect after Sublessee's breach and abandonment and recover

rent as it becomes due, if Sublessee has the right to sublet or assign, subject only to reasonable limitations).

(iii) Sublessor's Right to Perform. Except as specifically provided otherwise in this Sublease, all covenants and agreements by Sublessee under this Sublease shall be performed by Sublessee at Sublessee's sole cost and expense and without any abatement or offset of rent. If Sublessee shall fail to pay any sum of money (other than Sublease Rent) or perform any other act on its part to be paid or performed hereunder and such failure shall continue for five (5) business days with respect to monetary obligations (or thirty (30) days with respect to non-monetary obligations) after Sublessee's receipt of written notice thereof from Sublessor, Sublessor may, without waiving or releasing Sublessee from any of Sublessee's obligations, make such payment or perform such other act on behalf of Sublessee. All sums so paid by Sublessor and all necessary incidental costs incurred by Sublessor in performing such other acts shall be payable by Sublessee to Sublessor within five (5) business days after demand therefor as additional rental.

(iv) Other Remedies. Pursue any other legal or equitable rights or remedies Sublessor may have for Sublessee's breach of this Sublease; the remedies provided in this Section are not exclusive but supplemental to any such other legal or equitable rights and remedies.

#### 12.3 Intentionally Deleted.

12.4 Sublessor Default. Sublessor shall not be in default in the performance of any obligation required to be performed by Sublessor under this Sublease unless Sublessor has failed to perform such obligation within twenty (20) days after the written notice from Sublessee specifying in reasonable detail Sublessor's failure to perform; provided however, that if the nature of Sublessor's obligation is such that more than twenty (20) days are required for its performance, then Sublessor shall not be deemed in default if it commences such performance within such twenty (20) day period and thereafter diligently pursues the same to completion. Upon any such uncured default by Sublessor, Sublessee may exercise any of its rights provided in law or at equity; provided, however: (i) Sublessee shall have no right to offset or abate rent in the event of any default by Sublessor under this Sublease, except to the extent offset rights are specifically provided to Sublessee in this Sublease; and (ii) Sublessee's rights and remedies hereunder shall be limited to the extent (a) Sublessee has expressly waived in this Sublease any of such rights or remedies and/or (b) this Sublease otherwise expressly limits Sublessee's rights or remedies. In the event of any default hereunder by Sublessor, Sublessee shall (A) give notice thereof, in the manner set forth in Section 21 below, to Landlord, or to any mortgagee or assignee of Landlord whose address shall have been furnished to Sublessee, (B) shall offer Landlord or such mortgagee or assignee a reasonable opportunity to cure the default prior to commencing any remedies against Sublessor, and (C) shall make all payments of rent due hereunder directly to Landlord until such time as Sublessee is notified by Landlord that Sublessor has cured such default.

13. Hazardous Materials. The definition of Hazardous Materials shall be as set forth in Section 25.1 of the Master Ground Lease. Sublessee shall not cause or allow any of its tenants, guests, or invitees

to release onto the Subleased Premises any Hazardous Materials, except that Sublessee and its tenants, guests, and invitees may bring onto the Subleased Premises any Hazardous Materials in compliance with Environmental Statutes and as otherwise expressly permitted to be brought onto the Airport under the Master Ground Lease. Furthermore, Sublessee shall abide by all of the obligations of Sublessor, as tenant under the Master Ground Lease, as set forth in Section 25 of the Master Ground Lease, with respect to Hazardous Materials, and Sublessor shall abide by all the obligations of Landlord, as landlord as set forth in Section 25 of the Master Ground Lease, including without limitation, the indemnity, defense and hold harmless obligations under Section 25.3.3 of the Master Ground Lease as if Sublessor was the Landlord and Sublessee was the Tenant. Sublessor and Landlord have made no representation as to the presence or absence of Hazardous Materials in or upon the Subleased Premises or the Airport, except as expressly set forth in the Master Ground Lease.

14. Master Ground Lease. Except as otherwise expressly provided herein, Sublessee and this Sublease shall be subject in all respects to the terms of, and the rights of the Landlord under the Master Ground Lease insofar as they relate to the Subleased Premises and insofar as they are not inconsistent with the terms of this Sublease and to the lien of any mortgages or trust deeds, now or hereafter in force against the Airport, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Sublease be superior thereto. Except as otherwise expressly provided below, the covenants, agreements, terms, provisions and conditions of the Master Ground Lease insofar as they relate to the Subleased Premises and insofar as they are not inconsistent with the terms of this Sublease are made a part of and incorporated into this Sublease as if recited herein in full; provided, however, that in no event shall Sublessee be bound by or deemed to have any obligations with respect to the following provisions of the Master Ground Lease: 3.2, 3.5, 10.3, 12.4, 13, 14, 21.2, 27, 29 and 30. Furthermore, in no event shall Sublessee be responsible for any covenants, conditions or obligations under the Master Ground Lease that first accrued prior to the Effective Date. In the event of a conflict between the terms of the Master Ground Lease and the terms of this Sublease (other than terms respecting payment of rent or respecting Sublessor's obligations to Sublessee), the terms of the Master Ground Lease shall control. Sublessee shall, within five (5) business days of request by Sublessor, execute such further instruments or assurances as Sublessor may reasonably deem necessary to evidence or confirm the subordination or superiority of this Sublease to any such mortgages, trust deeds, ground leases or underlying leases. Sublessee waives the provisions of any current or future statute, rule or law which may give or purport to give Sublessee any right or election to terminate or otherwise adversely affect this Sublease and the obligations of the Sublessee hereunder in the event of any foreclosure proceeding or sale.

15. Master Ground Lease Obligations. If Landlord defaults in any of its obligations under the Master Lease, which is not feasible for Sublessor to cure and which materially impacts Sublessee's use and quiet enjoyment of the Subleased Premises, Sublessee may notify Sublessor of such default and Sublessor shall deliver to Landlord notice of such default and a demand that Landlord comply with the terms of the Master Lease (a "Landlord Default Notice"). Sublessor agrees to so notify Landlord within a commercially reasonable period of time (not to exceed five (5) business days) after the date on which such notice is delivered by Sublessee to Sublessor and to take commercially reasonable efforts to enforce Landlord's obligations under the Lease. Notwithstanding the foregoing, provided Landlord allows,

Sublessee shall have the right to contact Landlord and/or its property manager in connection with any maintenance, repair or other similar issues, otherwise, and Sublessor shall, upon the request of Sublessee, contact Landlord and/or its property manager in connection with any maintenance, repair or other similar issues. In addition, Sublessor agrees to reasonably cooperate with Sublessee, to pursue the enforcement of Landlord's obligations as the "Landlord" under the Master Lease, including executing any notices or other documents reasonably necessary in connection with such enforcement efforts in order to ensure Sublessee's quiet enjoyment of the Sublease Premises.

16. Indemnity. Sublessee hereby agrees to indemnify and hold Sublessor harmless from and against any and all claims, losses and damages, including, without limitation, reasonable attorneys' fees and disbursements, which may at any time be asserted against Sublessor by (a) the Landlord for failure of Sublessee to perform any of the covenants, agreements, terms, provisions or conditions contained in the Master Ground Lease which, by reason of the provisions of this Sublease, Sublessee is obligated to perform; and/or (b) any person by reason of Sublessee's use and/or occupancy of the Subleased Premises, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Sublessor, or a breach of any of Sublessor's duties or obligations under this Sublease; and (c) any person or entity stemming from Sublessee's construction, operation, or use of any improvements or fixtures upon the Subleased Premises. The provisions of this Article 16 shall survive the expiration or earlier termination of the Master Ground Lease and/or this Sublease.

Sublessor hereby agrees to indemnify and hold Sublessee harmless from and against any and all claims, losses and damages, including, without limitation, reasonable attorneys' fees and disbursements, (a) for Sublessor's failure to perform any of the covenants, agreements, terms, provisions or conditions contained in the Master Ground Lease which, by reason of the provisions of this Sublease, Sublessor is obligated to perform; and/or (b) by or from any person by reason of Sublessor's negligence or willful misconduct or breach of Sublessor's duties or obligations under this Sublease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Sublessee, or a breach of any of Sublessee's duties or obligations under this Sublease.

17. Intentionally Deleted.

18. Estoppel Certificates. Sublessee shall at any time and from time to time as requested by Sublessor or Landlord, upon not less than ten (10) business days prior written notice, execute, acknowledge and deliver to Sublessor or Landlord, a statement in writing certifying (a) that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications, if any), (b) the dates to which rent and any other charges have been paid, (c) whether or not, to the knowledge of the person signing the certificate, that the other party is not in default beyond any applicable grace period provided herein in performance of any of its obligations under this Sublease, and if so, specifying each such default of which the signer may have knowledge, and (d) such other matters as may reasonably be requested by Sublessor or Landlord, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom Sublessor or Landlord may be dealing. Sublessor shall at any time and from time to time as requested by Sublessee, upon not less than ten (10) business days prior written notice, execute, acknowledge and deliver to Sublessee, a statement in writing certifying (i) that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating

the modifications, if any), (ii) the dates to which rent and any other charges have been paid, (iii) whether or not, to the knowledge of the person signing the certificate, that Sublessee is not in default beyond any applicable grace period provided herein in performance of any of its obligations under this Sublease, and if so, specifying each such default of which the signer may have knowledge, and (iv) such other matters as may reasonably be requested by Sublessee, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom Sublessee may be dealing.

19. Intentionally Deleted.

20. Assignment. Subject further to all of the rights of the Landlord under the Master Ground Lease and the restrictions contained in the Master Ground Lease, and except as provided in Section 2.3.3 herein, Sublessee shall not be entitled to assign this Sublease without the prior written consent of Sublessor, which consent shall not be unreasonably withheld. Sublessee shall have the right to sublet all or a portion of the Subleased Premises subject only to any applicable restrictions on subletting set forth in the Master Ground Lease, and otherwise shall not be required to obtain any consent of Sublessor with respect to any such subleases. Sublessor will reasonably cooperate, at no material expense to Sublessor, with Sublessee in order for Sublessee to obtain any consent of Landlord required hereunder or under the Master Ground Lease.

21. Notices. All notices, consents, waivers, payments or other communications which this Sublease requires or permits either party to give to the other shall be in writing and shall be deemed given (a) when actually received or refused by the party to whom sent if delivered personally or on the day of actual delivery or refusal as shown on the addressee's registered or certified mail receipt if forwarded by registered or certified mail, postage prepaid, to the parties at their respective addresses as follows or (b) by facsimile, provided that the sender's facsimile machine produces an accurate report of the date and time of transmission and a hard copy of the transmittal is also delivered to the addressee via one of the methods set forth in clause (a) above:

To Sublessor: Hawthorne Airport, LLC  
12101 Crenshaw Blvd., Suite 100  
Hawthorne, CA 90250  
Attn: Levi Stockton  
Fax: (310) 644-9344

To Sublessee: Space Exploration Technologies  
1 Rocket Road  
Hawthorne, CA 90250  
Attn: Facilities Department  
Email: realestate@spacex.com

With copy to: Space Exploration Technologies  
1155 F Street NW, Suite 475  
Washington, D.C. 20004  
Email: LegalNotices@spacex.com

Sublessee's Billing Address: Space Exploration Technologies  
1 Rocket Road  
Hawthorne, CA 90250  
Attn: Accounting Department  
Email: [accountspayable@spacex.com](mailto:accountspayable@spacex.com)

To Zelman: c/o Zelman Development Co.  
2400 East Katella Avenue, Suite 760  
Anaheim, CA 92806  
Attn: Brett Foy and Property Management

To Landlord: The City of Hawthorne  
4455 West 126th Street  
Hawthorne, CA 90250  
Attn: City Manager and City Attorney  
Fax: (310) 970-7058

With copy to: The City of Hawthorne  
4455 West 126th Street  
Hawthorne, CA 90250  
Attn: Guido Fernandez  
Email: [gfernandez@cityofhawthorne.org](mailto:gfernandez@cityofhawthorne.org)

or to such other address as may be contained in a notice from either party to the other given pursuant to this Section 21. Rental payments and other sums required by this Sublease to be paid by Sublessee shall be delivered to Sublessor at Sublessor's address provided in this Section 21, or to such other address as Sublessor may from time to time specify in writing to Sublessee.

22. Severability. If any term or provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

23. Entire Agreement; No Waiver. This Sublease, together with all exhibits thereto, contain the entire agreement between the parties hereto as to the subject matter and shall be binding upon and inure to the benefit of their respective heirs, representatives, successors and permitted assigns. Any agreement hereinafter made shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment hereof, in whole or in part, unless such agreement is in writing and signed by the parties hereto. The failure of either Party to seek redress for violation, or to insist upon the strict performance of any covenant or condition of this Sublease shall not be deemed a waiver of such violation or prevent a subsequent act which would originally have constituted a violation from having all the force

and effect of an original violation. The receipt by Sublessor of rent or any other payment from Sublessee with knowledge of the breach of any term, covenant, condition, or other provision of this Sublease shall not be deemed to be a waiver of such breach.

24. Dispute Resolution; Attorney's Fees.

24.1. Sublessor and Sublessee agree that, excluding any action solely for possession arising out of California Code of Civil Procedure Section 1161 et seq., any dispute or claiming arising between them out of this Sublease, which does not settle at mediation, shall be submitted to binding arbitration. The arbitrator shall be a retired judge or an attorney with at least 10 years of relevant legal experience unless the parties mutually agree to an arbitrator.

24.2. The Sublessor and Sublessee agree that, prior to commencing arbitration as set forth in Section 24.1, above, the party seeking specific performance or damages must first demand that the parties submit their dispute to private mediation.

24.3. If either party commences litigation or arbitration against the other for the specific performance of this Sublease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, then the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment, including, without limitation, the right of Sublessor to recover all attorneys' fees incurred in connection with any hearing or motion for assumption or rejection of this Sublease under Title 11 of United States Code.

24.3.1 Notwithstanding any other provision of 24.3, and excluding any action solely for possession arising out of California Code of Civil Procedure Section 1161, et seq., if Sublessor or Sublessee fail to demand mediation, or refuse to mediate within a reasonable period of time after receiving such a demand, then that party shall not be entitled to recover their attorney fees, even if they would otherwise be entitled as the prevailing party.

25. Costs; Cooperation. In the event Sublessee shall request the consent of Sublessor under any provision of this Sublease for any act that Sublessee proposes to do hereunder, including, without limitation, assignment or subletting of Subleased Premises, Sublessee shall, as a condition to doing any such act and the receipt of such consent, reimburse Sublessor promptly for any and all reasonable costs and expenses incurred by Sublessor in connection therewith, including, without limitation, reasonable attorneys' fees. Sublessor will reasonably cooperate, at no material cost or expense to Sublessor, with Sublessee in order for Sublessee to obtain any consent of Landlord required hereunder or under the Master Ground Lease.

26. Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive laws, riots, insurrection, war, acts of terrorism, fire, severe inclement weather such as snow or ice or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed, financial inability excepted (any "Force Majeure Event"), performance of such act shall be excused for the period of the Force Majeure Event, and the period for the performance

of such act shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds or which are monetary obligations under this Sublease shall not be Force Majeure Events.

27. Brokers. Each party (i) warrants to the other that the warranting party has incurred no brokerage or other commission, by reason of entering into this Sublease or otherwise, for which the other party would be responsible and (ii) agrees to indemnify and hold harmless the other party against any liability or cost (including attorneys' fees) arising out of any claim for brokerage commission in connection with prior negotiations or other dealings by such warranting party with any broker or broker's agent.

28. Joint and Several Liability. If more than one person or entity executes this Sublease as Sublessee: then (i) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Sublease to be kept, observed and performed by Sublessee; and (ii) the act or signature of, or notice from or to, any one or more of them with respect to this Sublease shall be binding upon each and all of the persons and entities executing this Sublease as Sublessee with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

29. Authority. If Sublessee is a corporation, trust, limited liability company, or general or limited partnership, each individual executing this Sublease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of said entity. If Sublessee is a corporation, trust, limited liability company or partnership, Sublessee shall, concurrently with its execution of this Sublease.

30. Intentionally Deleted.

31. Sublessor Exculpation. It is expressly understood and agreed that notwithstanding anything in this Sublease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Sublessor hereunder (including any successor Sublessor) and any recourse by Sublessee against Sublessor shall be limited solely and exclusively to an amount which is equal to the interest of Sublessor in the Airport, and neither Sublessor, nor any of its constituent partners, members, shareholders, officers, directors or employees shall have any personal liability therefor, and Sublessee hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Sublessee.

32. Modifications of Master Ground Lease and Sublease. Should any current or prospective mortgagee or ground lessor for the Subleased Premises or the Airport (including Landlord) require a modification of this Sublease, which modification will not materially and adversely change the rights and obligations of any party hereunder, then and in such event, each party agrees that this Sublease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to the party requesting same within ten (10) business days following the request therefor. Sublessor agrees that it will not enter into any agreement with Landlord modifying or amending any provision of the Master Ground Lease which will have a material adverse effect on Sublessee's rights and obligations under this Sublease without the prior written consent of Sublessee, and any such agreement entered into by Sublessor without Sublessee's prior written consent shall be of no force or effect with respect to Sublessee and this Sublease.

33. Captions and Definitions. Captions to the Sections in this Sublease are included for convenience only and are not intended and shall not be deemed to modify or explain any of the terms of this Sublease.

34. Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver, in recordable form if necessary, such further documents, instruments or agreements and shall take such further action that may be necessary or appropriate to effectuate the purposes of this Sublease.

35. Governing Law. This Sublease shall be governed by and in all respects construed in accordance with the internal laws of the State of California.

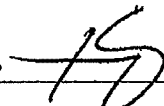
36. Termination of SpaceX Sublease. The SpaceX Sublease shall terminate at 11:59 PM on August 3, 2025 (the "SpaceX Sublease Termination Date"). Notwithstanding anything to the contrary contained in this Section 36, Sublessee shall be liable for claims (i) relating to Sublessee's failure to use the Northrop Premises or any portion thereof in compliance with applicable statutes, ordinances, rules, regulations and orders in effect prior to the SpaceX Sublease Termination Date, (ii) relating to any violation of the terms of the SpaceX Sublease relating to the prohibition of liens against the Northrop Premises attributable to the acts or omissions of Sublessee or its subtenants, agents, employees or contractors, (iii) relating to any violation by Sublessee or its subtenants, agents, employees or contractors relative to environmental laws concerning hazardous or toxic materials or substances, and/or (iv) relative to the occurrence of any events in connection with which Sublessee is required to indemnify Zelman or hold Zelman harmless as provided in Section 11 of the SpaceX Sublease.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed and delivered by their proper and duly authorized representatives.

**HAWTHORNE AIRPORT, LLC**


By: VR HOLDINGS, LLC  
Its: Manager

By: Levi Stockton 

Printed Name: Levi Stockton

Title: Manager

**SPACE EXPLORATION TECHNOLOGIES CORP.**

By: 

Printed Name: Bret Johnson

Title: Chief Financial Officer

**ZELMAN HAWTHORNE, LLC,  
a Delaware limited liability company**

By: ZIP HAWTHORNE, LLC.  
a Delaware limited liability company

Its: Managing Manager

By: ZELMAN DEVELOPMENT CO.,  
a California corporation  
Its: Manager

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed and delivered by their proper and duly authorized representatives.

**HAWTHORNE AIRPORT, LLC**

By: VR HOLDINGS, LLC  
Its: Manager

By: Levi Stockton   
Printed Name: Levi Stockton  
Title: Manager

**SPACE EXPLORATION TECHNOLOGIES CORP.**


By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ZELMAN HAWTHORNE, LLC,  
a Delaware limited liability company**

By: ZIP HAWTHORNE, LLC.  
a Delaware limited liability company

Its: Managing Manager

By: ZELMAN DEVELOPMENT CO.,  
a California corporation  
Its: Manager

By: Paul T. Casey   
Name: Paul T. Casey  
Title: Co-President

Acknowledged by the City of Hawthorne

**CITY OF HAWTHORNE**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**AGENDA ITEM NO. 13.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025  
Originating Department: City Attorney

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**City Manager: Department Head:**

**SUBJECT:**

Claim for personal injuries by King Stovall.

**RECOMMENDED MOTION:**

Staff recommends that the City Council deny the claim by King Stovall.

**DISCUSSION:**

Claimant King Stovall alleges that while attending school at Cimarron Ave. Elementary, she experienced a medical condition and that an employee at the school failed to properly administer medical aid.

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

N/A

**FISCAL IMPACT:**

None.

**NOTICING PROCEDURE:**

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



**AGENDA ITEM NO. 14.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025  
Originating Department: City Attorney

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**City Manager: Department Head:**

**SUBJECT:**

Additional Funding Request for Administration Receivership Account in the total Amount of \$60,000 for the Current Fiscal Year.

**RECOMMENDED MOTION:**

Staff recommends that the City Council approve the additional funding in the total amount of \$60,000 to Administration Receivership account (Receivership Account No. 100-1501-000-40744), encumber for the same and approve the blanket purchase orders consisting of the following: 1. Daniel Collins \$10,000; 2. Testing Engineers (to be determined) \$50,000.

**DISCUSSION:**

Hawthorne Plaza has been abandoned for 25 years. The previous inspections by the city staff revealed, amongst other problems, water leakage and crumbling concrete walls. An expert hired by the City expressed serious concerns regarding the structural integrity. Due to the age of the property, he also recommended that the property should be also checked for lead, asbestos and soil. The court in issuing its permanent injunction, ordered these tests by the owners through a Third Party Neutral, to be done within 60 days. The Third Party Neutral, Norman Haynie, was selected by the owners and thus the court authorized the city to select an expert for its own testing. Mr. Haynie is attempting to have the owners select a company or individuals to conduct the tests. The City Attorney and the city's outside counsel strongly recommend that the city look into professionals that can independently do its own tests as an assurance that the tests are conducted in a fair and impartial manner. The total estimated cost of the tests should not exceed \$60,000, comprised of the following:

- â€¢ Daniel Collins – City's expert to select and oversee the testing - \$10,000
- â€¢ Structural Engineer - \$20,000
- â€¢ Lead and Asbestos Expert - \$10,000
- â€¢ Soil Expert - \$10,000-\$20,000

**ECONOMIC DEVELOPMENT STRATEGIC PLAN:**

N/A

**FISCAL IMPACT:**

\$60,000 from General Fund

**NOTICING PROCEDURE:**

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



**AGENDA ITEM NO. 15.**

**CITY OF HAWTHORNE  
City Council  
AGENDA BILL**

For the meeting of 09/23/2025  
Originating Department: City Manager

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**SUBJECT:**  
Code Enforcement Reporting (MyHawthorne311) - A. Vargas

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