CITY OF CARSON
HOUSING AUTHORITY/
SUCCESSOR AGENCY/
PUBLIC FINANCING AUTHORITY/
CITY COUNCIL AGENDA

Tuesday, July 15, 2025
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, District 1 Councilmember

Cedric L. Hicks, Sr., Mayor Pro Tem and District 3 Councilmember

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at 310-952-1720 at least 48 hours prior to the meeting." (Government Code Section 54954.2)

PUBLIC INFORMATION

The public may address the members of the City Council on any matters within the jurisdiction of the City Council or on any items on the agenda of the City Council during the designated public comment periods. There will be two Oral Communication sessions: one for Agendized Items (comment about items ON the agenda) and the other for non-Agendized items (comment about items NOT on the Agenda). The Oral Communications portion of the agenda is limited to a duration of one hour unless otherwise approved by the City Council. Comment time is normally 3 minutes depending on the number of speakers.

PUBLIC VIEWING AVAILABLE BY:

- **Livestream on the City's website: The meeting will be streamed live over the internet via: www.carsonca.gov or on Youtube: www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage**
- **Cable TV: Spectrum (Channel 35) and ATT (Channel 99)**

IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:

- **Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.**
- **Written: Written comments can be dropped off at the City Clerk's Office at City Hall. The cut-off time to submit any written communications is 3:00 p.m. on the day of the meeting. Written comments dropp**

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (5:00 pm)

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR JIMMY ORELLANA FROM CALVARY LIFE CHURCH

CLOSED SESSION (Items 2-7)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The titles of such litigations are as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The titles of such litigations are as follows: Vili, Yolanda v City of Carson (WCAB No. ADJ17288999).

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Jose Lim IV v. City of Carson, et al., Los Angeles Superior Court Case No. 23CMCV01137.

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Virginia Garcia, et al. v. City of Carson, et al., Los Angeles Superior Court Case No. 24CMCV00552

6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Isaias Pulido v. City of Carson, et al (Case No. 24STCV14430); Isaias Pulido v. City of Carson (WCAB NO: ADJ18022950).

7. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in 1 case(s)

RULES OF DECORUM:

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

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

RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Item 8)

8. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION

PRESENTATIONS

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)

The public may address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency or on any items on the agenda of the City Council/Housing Authority/Successor Agency, other than closed session matters, prior to any action taken on the agenda. Speakers are limited to no morethan three minutes, speaking once. Oral communications will be limited to one (1) hour unless extended by order of the Mayor with approval of the City Council.

APPROVAL OF MINUTES (Item 9)

9. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JULY 1, 2025 (REGULAR)

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

CONSENT (Items 10-22)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

These items are considered to be routine items of business and have, therefore, been placed on the CONSENT CALENDAR. For items remaining on the CONSENT CALENDAR, a single motion to ADOPT the recommended action is in order.

10. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF JUNE 2025 PER ORDINANCE 24-2401 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report (Exhibit No. 1)

11. CONSIDER ADOPTING RESOLUTION NO. 25-082, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $12,115,900.98, DEMAND CHECK NUMBERS 179960 THROUGH 180167 AND 257 AND 261 FOR GENERAL DEMAND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-082, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $12,115,900.98, DEMAND CHECK NUMBERS 179960 THROUGH 180167 AND 257 AND 261 FOR GENERAL DEMAND".

12. CONSIDER ADOPTING RESOLUTION NO. 25-09-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $25,689.11, DEMAND CHECK NUMBERS HA-002060 THROUGH HA-002064 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-09-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $25,689.11, DEMAND CHECK NUMBERS HA-002060 THROUGH HA-002064".

13. CONSIDER ADOPTING RESOLUTION NO. 25-08-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $63.16, DEMAND CHECK NUMBER SA-001961 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-08-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $63.16, DEMAND CHECK NUMBER SA-001961".

14. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD JUNE 1, 2025 THROUGH JUNE 30, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE this report.

15. CONSIDER REJECTION OF ALL PROPOSALS RECEIVED FOR REQUEST FOR PROPOSALS ("RFP") 24-020 FOR ECONOMIC DEVELOPMENT MARKETING STRATEGY SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. REJECT all proposals received for RFP 24-020 Economic Development Marketing Strategy and AUTHORIZE staff to resolicit.

16. CONSIDER ESTABLISHING A $25,000 REWARD FOR INFORMATION LEADING TO THE ARREST AND CONVICTION OF THOSE RESPONSIBLE FOR THE MURDER OF DIEGO VILLALOBOS ON APRIL 25, 1993, IN THE CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

— APPROVE the establishment of a $25,000 reward.

17. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JUNE 30, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

18. CONSIDER APPROVAL OF AN AGREEMENT WITH RSG, INC. TO PROVIDE AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES (HOUSING AUTHORITY)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the contract services agreement with RSG, Inc. for a five year term effective retroactive to July 1, 2025 to provide affordable housing compliance monitoring, reporting and related special projects services for a not-to-exceed contract sum of $349,625.

— 2. AUTHORIZE the Authority Chair to execute the agreement, following approval as to form by the Authority Counsel.

19. CONSIDER APPROVAL OF AN AGREEMENT WITH RSG, INC. TO PROVIDE MOBILE HOME RENT REVIEW SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Contract Agreement with RSG for a five year term effective retroactive to July 1, 2025 for a maximum not to exceed amount of $683,750.

— 2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

20. CONSIDER APPROVING AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT WITH CHOURA VENUE SERVICES, TO INCREASE THE CONTRACT SUM AND EXERCISE A ONE-YEAR EXTENSION TO THE TERM OF THE AGREEMENT

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to Contract No. 23-022 between the City of Carson and Choura Venue Services (Exhibit No. 3; “Amendment No. 2")

— 2. AUTHORIZE the Mayor to execute Amendment No. 2, following approval as to form by the City Attorney

21. CONSIDERATION TO ACCEPT A PROJECT FUNDED BY AMERICAN RESCUE PLAN ACT (ARPA) AS COMPLETE, PROJECT NO. 1763: CITYWIDE RUBBERIZED SLURRY SEAL PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ACCEPT as complete, Project No. 1763: Citywide Rubberized Slurry Seal Program.

— 2. AUTHORIZE staff to file a Notice of Completion.

22. CONSIDER AWARDING A PURCHASE ORDER TO WINNER CHEVROLET INC, COLFAX CA, FOR THE PURCHASE OF EIGHT NEW 2025 CHEVROLET EQUINOX (ELECTRIC VEHICLES) MID-SIZE SUVS FOR MULTIPLE DEPARTMENT USE. (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the Purchase Order with Winner Chevrolet Inc. for the purchase of eight (8) 2025 Chevrolet Equinox EV SUVs for $246,459.20.

SPECIAL ORDERS OF THE DAY

Public testimony is restricted to three minutes per speaker, speaking once (excepting applicants who are afforded a right of rebuttal, if desired), unless
extended by order of the Mayor with the approval of the City Council.

DISCUSSION (Items 23-24)

23. CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY OF ORDINANCE NO. 25-2509, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6383 (REVOCATION – SUSPENSION - GROUNDS) OF PART 4 (PERMIT PROCEDURE), AND SECTION 63134.1 (SAME - ELIGIBILITY) AND SECTION 63134.3 (SAME – PERFORMANCE STANDARDS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY INCLUDE THE CITY'S RIGHT TO REVOKE OR SUSPEND BUSINESS LICENSES WHERE CRIMINAL INVESTIGATIONS YIELD EVIDENCE OF VIOLATIONS OF LAW" (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and introduce for first reading Ordinance No. 25-2509, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6383 (REVOCATION – SUSPENSION - GROUNDS) OF PART 4 (PERMIT PROCEDURE), AND SECTION 63134.1 (SAME - ELIGIBILITY) AND SECTION 63134.3 (SAME – PERFORMANCE STANDARDS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY INCLUDE THE CITY'S RIGHT TO REVOKE OR SUSPEND BUSINESS LICENSES WHERE CRIMINAL INVESTIGATIONS YIELD EVIDENCE OF VIOLATIONS OF LAW"

24. CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF ORDINANCE 25-2516, AMENDING THE CARSON MUNICIPAL CODE TO INCREASE THE MEMBERSHIP OF THE HUMAN RELATIONS COMMISSION TO ADD MEMBERS WITH A FOCUS ON DISABILITY-RELATED MATTERS (CITY COUNCIL)

RECOMMENDED ACTION

— INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2516, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 2762 (MEMBERS), 2764 (REGULAR MEETINGS), AND 2766 (DUTIES AND FUNCTIONS OF COMMISSION) OF CHAPTER 7 (DEPARTMENTS, BOARDS, COMMISSIONS) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE TO INCREASE THE MEMBERSHIP OF THE HUMAN RELATIONS COMMISSION TO ADD MEMBERS WITH A FOCUS ON DISABILITY-RELATED MATTERS"

ORDINANCE SECOND READING (Item 25)

25. SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2514: AN ORDINANCE MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 25-2514, entitled "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES."

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The public may at this time address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

MEMORIAL ADJOURNMENTS

ADJOURNMENT

Date Posted: July 10, 2025

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, July 15, 2025, 5:00 PM

APPROVAL OF MINUTES 9.

To: City Council, Successor Agency, and Housing Authority

From: Joy Simarago, Deputy City Clerk CCO Administration

Subject: APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JULY 1, 2025 (REGULAR)

I. SUMMARY

The City Clerk's Office is seeking approval of the following minutes:

- Tuesday, July 1, 2025 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, July 1, 2025 (Regular)

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Joy Simarago, Deputy City Clerk

Attachments

Minutes - CC Reg Mtg 07-01-25.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

JULY 1, 2025

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (5:00 pm)

The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Kourtney Cullors noted the roll:

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Cedric Hicks, Sr.

Council Member/Agency Member/Authority Board Member, Dr. Jawane Hilton

Council Member/Agency Member/Authority Board Member Jim Dear

Council Members/Agency Members/Authority Board Members Absent:

Council Member/Agency Member/Authority Board Member Arleen Rojas (Entered at 5:02 P.M.)

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Benjamin Jones, Assistant City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Assistant City Manager; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter,

Director of Information Technology and Security; Josh Boudreaux, Director of Human Resources; and Michael Whittiker, Jr., Director of Community Services

FLAG SALUTE

Council Member/Agency Member/Authority Board Member Rojas led the Pledge of Allegiance.

INVOCATION (Item 1)

1. PASTOR ATHIA CARRIM FROM INTERNATIONAL INSTITUTE OF TOLERANCE-

Pastor Athia Carrim from International Institute of Tolerance gave the invocation.

CLOSED SESSION (Items 2-4)

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The titles of such litigations are as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

ACTION: No reportable action was taken.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Santiago Garcia, Jr. v. City of Carson, et al., Los Angeles Superior Court Case No. 24CMCV00079.

ACTION: No reportable action was taken.

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators, regarding labor negotiations with Service Employees International Union (SEIU 721) CPSA, and American Federation of State, County and Municipal Employees (AFSCME Local 809) Part-time.

ACTION: No reportable action was taken.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

Assistant City/Agency/Authority Attorney Benjamin Jones announced the Closed Session items.

RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was recessed at 5:07 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)-

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)-

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

RULES OF DECORUM:

The Rules of Decorum recording was presented at the beginning of the meeting.

RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was reconvened at 5:58 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. with Mayor Davis-Holmes and Council Member Rojas absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

Assistant City/Agency/Authority Attorney Benjamin Jones gave the Closed Session Report.

(Mayor/Agency Chairman/Authority Chairman Davis-Holmes reentered the meeting at 5:59 P.M.)

(Council Member/Agency Member/Authority Board Member Rojas reentered the meeting at 5:59 P.M.)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes invited everyone to sing the Happy Birthday song to Council Member/Agency Member/Authority Board Member, Dr. Hilton.

INTRODUCTIONS (MAYOR) (Items 5-6)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 7:22 PM

Item No. 5 was heard after Item No. 11.

Captain Norman summarized the recent law enforcement activities. She reminded everyone that they will be enforcing the No Fireworks Policy on the Fourth of July holiday and shared information on the violation fines. She gave a crime statistics report. Council Member/Agency Member/Authority Board Member Dear asked about the fireworks take back initiative. Captain Norman responded they started operation of confiscating citations and announced the recent confiscation of some fireworks. He asked about the process of volunteer return of fireworks. Captain Norman recommended to take them to the Fire Department to be disposed of safely.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked City Manager Roberts, Jr. to contact the Fire Departments to make the request to collect the fireworks who responded in the affirmative.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. thanked Captain Norman. He mentioned a hot spot at Dominguez Street and Santa Fe Avenue and reported last Sunday of another hot spot with street takeover which is repeatedly happening at the location. He asked to make it a priority and Captain Norman responded that it is already on their radar.

6. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 6:07 PM

Assistant Chief Kane was not available to give a report.

PRESENTATIONS (Items 7-11)

7. PROCLAMATION RECOGNIZING AMERICAN INDEPENDENCE DAY - 7:02 PM

Item No. 7 was heard after Item No. 8.

(Council Member/Agency Member/Authority Board Member Rojas reentered the meeting at 7:04 P.M.)

Council Member/Agency Member/Authority Board Member, Dr. Hilton read the proclamation and presented to City Manager David Roberts, Jr. and Director of Public Works, Dr. Arlington Rodgers, Jr. who both served in the Armed Forces. They offered words of gratitude.

Council Member/Agency Member/Authority Board Member, Dr. Hilton also presented the proclamation to a veteran in the audience.

8. PROCLAMATION RECOGNIZING FILIPINO AMERICAN FRIENDSHIP DAY - 6:45 PM

Item No. 8 was heard after Item No. 10.

Council Member/Agency Member/Authority Board Member Rojas read the proclamation.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced and presented a proclamation each to Denise Dador, Tony Cabrera, and Irene Cruz who are all from ABC7 Eyewitness News and offered words of gratitude.

(Council Member/Agency Member/Authority Board Member Rojas exited the meeting at 7:02 P.M.)

9. PROCLAMATION RECOGNIZING JULY AS PARKS AND RECREATION MONTH - 7:08 PM

Item No. 9 was heard after Item No. 7.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. read the proclamation and presented to Director of Community Services Michael Whittiker, Jr. and Parks, Recreation, and Cultural Arts Commissioners who were present. Parks, Recreation, and Cultural Arts Commission Chairman Alex Cainglet and Vice Chairman Shannon Lawrence offered words of gratitude on behalf of the Commission.

(Council Member/Agency Member/Authority Board Member Rojas exited the meeting at 7:16 P.M.)

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited and reentered the meeting at 7:16 P.M.)

10. PRESENTATION BY THE LOS ANGELES COUNTY SANITATION DISTRICTS AND THE METROPOLITAN WATER DISTRICT PROVIDING AN UPDATE ON THE PURE WATER SOUTHERN CALIFORNIA PROJECT- 6:02 PM

Item No. 10 was heard after the Closed Session Report.

Robert Ferrante, Chief Engineer and General Manager of the Los Angeles County Sanitation Districts, introduced himself and introduced John Bednarski, Assistant General Manager from Metropolitan Water District of Southern California. They gave a PowerPoint presentation on the Pure Water Southern California Program.

Robert Ferrante announced the upcoming Community Event on November 15, 2025, from 10:00 A.M. to 2:00 P.M. at the A.K. Warren Water Resource Facility, 24501 S. Figueroa Street, Carson.

Questions were asked and answered.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 6:36 P.M. and reentered the meeting at 6:37 P.M.)

11. UPDATE FROM PARKS, RECREATION, AND CULTURAL ARTS COMMISSION- 7:15 PM

Item No. 11 was heard after Item No. 9.

Parks, Recreation, and Cultural Arts Commission Chairman Alex Cainglet gave an update of the commission's accomplishments and ongoing efforts.

(Council Member/Agency Member/Authority Board Member Rojas reentered the meeting at 7:20 P.M.)

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 7:20 P.M. and reentered the meeting at 7:21 P.M.)

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)

Council Member Dear- Item No. 5

Spoke about the increased presence of U.S. Immigration and Customs Enforcement (ICE) officers in the city today. There are reports from California State University Dominguez Hills (CSUDH) of use of the university parking lot as a staging area to apprehend individuals; other locations at the Home Depot Center at Sepulveda Boulevard and Main Street, Vallarta parking lot, and some streets in the city; mentioned people impersonating as ICE agents and harassing the citizens of Carson. He asked the City Council to make an official statement of what should be done.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she issued a statement two weeks ago and requested that it be sent again. City Manager Roberts, Jr. confirmed that the Mayor's statement is still posted on the City's website.

APPROVAL OF MINUTES (Item 12)

12. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JUNE 17, 2025 (REGULAR)- 7:34 PM

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

Motion To Approve submitted by Jim Dear seconded by Cedric L. Hicks Sr. resulting in 5-0-0-0-0

CONSENT (Items 13-23)

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Jim Dear resulting in 5-0-0-0-0

13. CONSIDER ADOPTING RESOLUTION NO. 25-081, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,235,155.11, DEMAND CHECK NUMBERS 179586 THROUGH 179959 FOR GENERAL DEMAND AND THE AMOUNT OF $12,125.00, CHECK NUMBERS 1295 THROUGH 1296 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)- 7:34 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-081, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,235,155.11, DEMAND CHECK NUMBERS 179586 THROUGH 179959 FOR GENERAL DEMAND AND THE AMOUNT OF $12,125.00, CHECK NUMBERS 1295 THROUGH 1296 FOR CO-OP AGREEMENT DEMANDS".

ACTION: Item No. 13 was approved on Consent.

14. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)- 7:34 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)- 7:34 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER RESOLUTION NO. 25-075 APPROVING AN UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE CPSA (THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION) EMPLOYEES (CPSA/SEIU) FULL-TIME UNION (CITY COUNCIL)- 7:34 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-075, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE CARSON PROFESSIONALS AND SUPERVISORS ASSOCIATION EMPLOYEES (CPSA/SEIU) FULL-TIME UNION FOR PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027."

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES TO PROVIDE ON-CALL PROFESSIONAL SERVICES TO THE ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)- 7:34 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Albert A. Webb Associates for on-call professional engineering services by extending the term by one (1) year and increasing the contract sum by $300,000 for a total contract sum of $1,200,000.00.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 with Albert A. Webb Associates following approval as to form by the City Attorney.

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICE AGREEMENT WITH TRANSTECH ENGINEERING INC. TO PROVIDE ON-CALL PROJECT MANAGEMENT AND INSPECTION SERVICES FOR THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)- 7:34 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Transtech Engineering Inc. to add on-call construction inspection services and increase the contract sum by $340,000.00 for a new total not-to-exceed contract sum of $955,776.00.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 with Transtech Engineering Inc. following approval as to form by the City Attorney.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO TOTUM CORP. AGREEMENT TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)- 7:34 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 with Totum Corp for Construction Management Construction Inspection services, increasing the contract sum by $350,000.00 for a total contract sum of

$1,232,635.00.

— 2. AUTHORIZE the Mayor to execute contract Amendment No. 2 with Totum Corp following approval as to form by the City Attorney.

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC TO PROVIDE ON-CALL PROFESSIONAL PROJECT MANAGEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)- 7:34 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Z & K Consultants to provide on-call Project Management Professional Services, increasing the contract sum by $93,200.00 for a total contract sum of $708,976.00.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 to the agreement with Z & K Consultants to provide on-call Project Management Professional Services following approval as to form by the City Attorney.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER ADOPTION OF RESOLUTION 25-080, APPROVING THE CITY OF CARSON STREETSCAPE MASTER PLAN (CITY COUNCIL)- 7:35 PM

** Item was Removed from Consent

RECOMMENDED ACTION

— Waive further reading and ADOPT Resolution 25-080, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE CITY OF CARSON STREETSCAPE MASTER PLAN" (EXHIBIT No. 1)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to remove Item No. 21 for discussion.

City Manager Roberts, Jr. gave a report.

Acting Traffic Engineer Ian Holst gave a PowerPoint presentation on the Streetscape Master Plan.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked who will be maintaining the street medians. Director, Dr. Rodgers, Jr. responded to her question.

Questions were asked and answered.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested staff to include the railroads in District 3 and request from the auto industry on Auto Row that the plants be placed at a height that will not block the view from those entering and exiting the auto dealerships. City Manager Roberts, Jr. responded in the affirmative.

Council Member/Agency Member/Authority Board Member Dear recommended installation of pedestrian dividers and/or a wrought iron fence to prevent pedestrian crossing as a safety factor and signage.

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

22. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO FCG CONSULTANTS INC AGREEMENT TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)- 7:34 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 with FCG Consultants Inc. for Construction Management Construction Inspection services increasing the contract sum by $255,000.00 for a total contract sum of $1,137,635.00.

— 2. AUTHORIZE the Mayor to execute contract Amendment No. 2 with FCG Consultants Inc. following approval as to form by the City Attorney.

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)- 7:34 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services increasing the contract sum by $308,986.00 for a total contract sum of $791,621.00.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 to agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services following approval as to form by the City Attorney.

ACTION: Item No. 23 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Item 24)

24. CONSIDER INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-2514, AND INTRODUCTION AND ADOPTION OF URGENCY ORDINANCE NO. 25-2515U, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES - 7:59 PM

RECOMMENDED ACTION

— 1. OPEN the public hearing, TAKE public comments, and CLOSE the public hearing;

— 2. INTRODUCE for first reading, by title only, Ordinance No. 25-2514, "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES"; and

— 3. INTRODUCE and ADOPT Urgency Ordinance No. 25-2515U, "AN URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3), MAKING A FINDING OF URGENCY PURSUANT TO CITY CHARTER SECTION 313F, AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES."

Item No. 24 was heard after Item No. 21.

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Cullors gave the Public Hearing report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open.

There being no persons wishing to speak, Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing.

City Manager Roberts, Jr. presented the item.

Council Member/Agency Member/Authority Board Member, Dr. Hilton offered comments in support of the item.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. inquired about Assembly Bill (AB) 130.

Assistant City/Agency/Authority Attorney Benjamin Jones offered comments regarding AB 130.

After the motion was made by Council Member, Dr. Hilton and seconded by Mayor Pro Tempore Hicks, Sr., City Manager Roberts, Jr. read staff recommendation No. 3 which should also be part of the motion to approve.

Council Member/Agency Member/Authority Board Member Dear offered a friendly amendment to include staff recommendation No. 3 to the motion as read by City Manager Roberts, Jr. and described on the agenda which was accepted by the maker and seconder of the motion.

Motion To Approve submitted by Dr. Jawane Hilton seconded by Cedric L. Hicks Sr. resulting in 5-0-0-0-0

DISCUSSION (Item 25)

25. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 8:06 PM

RECOMMENDED ACTION

— 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;

— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions;

— 3. CONSIDER and APPOINT members to City Affiliated Organizations;

— 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;

— 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued Item No. 25 with no objection heard.

ORDINANCE SECOND READING

None.

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Michelle Pino

Announced she is the new Library Manager at the Carson Library and shared some programs offered at the library

Brandi Lewin

Offered comments in support of the Disabilities Committee plan; thanked and acknowledged Luz Padua, Becky Stansfield, Joyce Perkins, and Jennifer for their support who were in the audience

Luz Padua

Offered comments in support of the Disabilities Committee plan; thanked Mayor, City Council and Brandi Lewin for their support

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. announced/reported the following:

- Wished everyone Happy 4th of July
- Reminded everyone there are no fireworks in the City of Carson
- Attended the Samoan Heritage event at Veterans Park and gave kudos to staff and the Parks and Recreation Department for planning an outstanding event
- Requested timeline for park constructions
- Mentioned red curb initiative/citing program for City Manager to follow up

Council Member/Agency Member/Authority Board Member Dear announced/reported the following:

- Wished everyone Happy American Independence Day and have a safe 4th of July
- Fireworks are not allowed in Carson
- Advertised the fireworks show to be held at Dignity Health Sports Park
- Samoan Heritage Event was a big success at Veterans Park

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the Dignity Health Sports Park. Assistant City Manager, Dr. Lennox clarified the fireworks show hosted by the Dignity Health Sports Park through AEG and Galaxy is an in-stadium show; free viewing of the fireworks show for residents is on a ticket basis and shared additional details

Council Member/Agency Member/Authority Board Member, Dr. Hilton announced/reported the following:

- Residents experienced challenges with the online platform for the fireworks show at Dignity Health Sports Park; spoke with the new director at Dignity Health Sports Park and confirmed there was a glitch; asked staff to look into potential accommodations for those who experienced the glitch and could not get access to the sold out event
- Wished everyone Happy 4th of July
- Wished Happy Birthday to City Clerk, Dr. Bradshaw
- His birthday is in six days
- Will be attending the fireworks show on July 4th with his family at Dignity Health Sports Park
- Spoke about the fireworks ban
- Attended a funeral, therefore, missed the Samoan Heritage event, and apologized for his absence

Council Member/Agency Member/Authority Board Member Rojas announced/reported the following:

- Attended the Samoan Heritage event; thanked staff for securing The Jets performance; spent time with her classmates from Class of '84
- Stated reward for tips leading to fireworks citation and gave phone number 310-952-1786 to report
- Advertised options for fireworks show at Seaside Lagoon in Redondo Beach, Torrance Civic Center, El Segundo, waterfront at the Queen Mary in Long Beach, and Harbor Cruises
- Wished everyone Happy July 4th

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced/reported the following:

- Attended the Samoan Heritage event and gave kudos to staff and volunteers for a phenomenal job

- Reiterated safety about fireworks to the residents
- Spoke about other cities using the, "You Light It, We Cite It!" slogan and commended staff for the fireworks educational release and signs to the community; gave kudos to her Council Aides for their assistance
- Wished everyone Happy Independence Day and be safe
- Thanked staff for their work

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Kullors presented the Memorial Adjournment Requests as follows:

Angelina Davis

Sheliah D. Ward

Brian Raber, II

Ramon "Ray" Madrigal

Jimmye Holmes

Theron Jackson

Walter Scott, Jr.

Edward Maciel, Sr.

Ester Ramirez Barba

Siasoai Tali

Angela Zambrano

Council Member/Agency Member/Authority Board Member, Dr. Hilton gave a prayer.

City Manager Roberts, Jr. thanked Director Whittiker, Jr. and his team for their efforts planning the LA 28 event in a short amount of time. Mayor/Agency Chairman/Authority Chairman Davis-Holmes also thanked Assistant to the City Manager Michael George for his assistance with the LA 28 event.

ADJOURNMENT

The meeting was adjourned at 8:31 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

_____

Signature

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 10.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF JUNE 2025 PER ORDINANCE 24-2401 (CITY COUNCIL)

I. SUMMARY

On February 20, 2024 (Item No. 27), Council adopted Ordinance 24 -2401 amending Section 2955.1 (Budget Transfers) of Chapter 9.5 (Fiscal Administration) of Article II (Administration) of the Carson Municipal Code (CMC). CMC Section 2955.1 now requires that once per month during a regular City Council meeting, a list of all interdepartmental budget transfers approved under City Manager authority, including any Departmental Director-approved transfers, shall be presented to the City Council. Per CMC Section 2955.1, staff are presenting to Council a report of interdepartmental budget transfers authorized by the City Manager or designee for the period of June (Exhibit No. 1).

This report outlines interdepartmental budget transfers for review by the City Council. It provides a comprehensive overview of the transfers and the impact on departmental operations. The report aims to ensure transparency and fiscal responsibility in managing the City's budget.

II. RECOMMENDATION

RECEIVE and FILE the report (Exhibit No. 1)

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the requirements of the law.

IV. BACKGROUND

The City's budget is a critical tool for allocating resources to various departments and initiatives, ensuring the efficient delivery of services to residents. Throughout the fiscal year, departments may encounter unforeseen circumstances or evolving priorities that necessitate adjustments to their budgets. These adjustments often involve transferring funds between line items to address emerging needs or to capitalize on new opportunities.

In compliance with CMC 2955.1, the City Manager may approve any budget transfer within the same City department, except for transfers involving personnel-related funds or expenditures, such as salaries or benefits. Department Directors may also approve interdepartmental budget transfers within their respective Departments on terms prescribed by the City Manager (subject to compliance with CMC 2955.1 and applicable law), except that: (i) Department Directors shall not be permitted to approve any interdepartmental budget transfers involving personnel-related funds or expenditures, such as salaries or benefits; and (ii) the City Manager shall have authority to restrict (including by removing) the interdepartmental budget transfer authority of one or more Department Directors as deemed necessary in the City Manager's sole discretion.

These requests undergo careful review to assess the justification, necessity, and potential impact of the proposed transfers. The City Manager's office then presents these monthly reports to the City Council.

Attached as Exhibit 1 is the Interdepartmental Budget Transfers Report for City Manager or designee authority executed in June 2025.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Interdepartmental Budget Transfers -June 2025

Attachments

Interdepartmental Budget Transfers -June 2025

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	12	132	BUA	06/11/2025	06/11/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100210	6004		AW		T	Ford F-150 Lightning EV Tr		3,000.00	
	101-55-592-250-6004-						PS Code Enf Pro Svcs			
2	10100260	6004		AW		T	Ford F-150 Lightning EV Tr		37,568.38	
	101-55-593-138-6004-						Professional Services			
3	10100200	8003		AW		T	Ford F-150 Lightning EV Tr	40,568.38		
	101-55-592-158-8003-						Animal Control Vehicles Inven.			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	12	133	BUA	06/11/2025	06/11/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	22909030	6009		AW		T	Purchasing Requirement for		1,100.00	
	225-90-940-276-6009-						Materials & Supplies			
2	22909030	6004		AW		T	Purchasing Requirement for	1,100.00		
	225-90-940-276-6004-						Professional Services			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	12	135	BUA	06/11/2025	06/11/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	24400000	6004		AW		T	Ad Rev and needed supplies		2,000.00	
	244-90-950-709-6004-						CS Specl Evnt Pro Svcs			
2	24400000	6009		AW		T	Ad Rev and needed supplies	2,965.00		
	244-90-950-709-6009-						CS Specl Evnt Supplies			
3	24400010	3910		AW					965.00	1
	244-99-999-999-3910-						Appropriation Control			
4	24400010	3930		AW				965.00		1
	244-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	965.00	965.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	12	280	BUA	06/23/2025	06/23/2025	BUDGET TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10525050	6017		AW		T	Press Conference Expense		5,700.00	
	101-52-540-101-6017-						Subscriptions & Publications			
2	10525050	6011		AW		T	Press Conference Expense		424.88	
	101-52-540-101-6011-						Telephone			
3	10525050	6053		AW		T	Press Conference Expense		5,000.00	
	101-52-540-101-6053-						Postage			
4	10525050	6004		AW		T	Press Conference Expense	11,124.88		
	101-52-540-101-6004-						Professional Services			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	12	295	BUA	06/23/2025	06/23/2025	BUDGET TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10525050	6004		AW		T	Correction for Press Conf.		11,124.88	
	101-52-540-101-6004-						Professional Services			
2	10525050	6009		AW		T	Correction for Press Conf.	11,124.88		
	101-52-540-101-6009-						Materials & Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	12	296	BUA	06/24/2025	06/24/2025	BUDGET TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	24400000	6004		AW		T	Rev Received for Samoan He	20,546.00		
	244-90-950-709-6004-						CS Specl Evnt Pro Svcs			
2	24400010	3910		AW					20,546.00	1
	244-99-999-999-3910-						Appropriation Control			
3	24400010	3930		AW				20,546.00		1
	244-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	20,546.00	20,546.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	12	353	BUA	06/26/2025	06/26/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10525050	6053		AW		T	Merch for New City Seal		15,000.00	
	101-52-540-101-6053-						Postage			
2	10525050	6003		AW		T	Merch for New City Seal		25,000.00	
	101-52-540-101-6003-						Printing/Binding/Duplication			
3	10525050	6009		AW		T	Merch for New City Seal	40,000.00		
	101-52-540-101-6009-						Materials & Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	12	354	BUA	06/26/2025	06/26/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10525050	6008		AW		T	EOC fireworks & Conf & PSA		8,000.00	
	101-52-540-101-6008-						Advertising			
2	10525050	6014		AW		T	EOC fireworks & Conf & PSA		1,000.00	
	101-52-540-101-6014-						Conference and Travel			
3	10525050	6017		AW		T	EOC fireworks & Conf & PSA		3,000.00	
	101-52-540-101-6017-						Subscriptions & Publications			
4	10525050	6053		AW		T	EOC fireworks & Conf & PSA		25,000.00	
	101-52-540-101-6053-						Postage			
5	10525050	6004		AW		T	EOC fireworks & Conf & PSA	37,000.00		
	101-52-540-101-6004-						Professional Services			
							** JOURNAL TOTAL	0.00	0.00	
							** GRAND TOTAL	21,511.00	21,511.00	

8 Journals printed

** END OF REPORT - Generated by Ashton Watts **

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 11.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-082, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $12,115,900.98, DEMAND CHECK NUMBERS 179960 THROUGH 180167 AND 257 AND 261 FOR GENERAL DEMAND (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-082, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

TOTAL OF $12,115,900.98 FOR GENERAL DEMANDS CHECK NUMBERS 179960 THROUGH 180167 AND 257 AND 261.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-082, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $12,115,900.98, DEMAND CHECK NUMBERS 179960 THROUGH 180167 FOR GENERAL DEMAND AND 257 AND 261".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On July 15, 2025, the City Council ratified the above demand numbers 179960 through 180167 and 257 and 261 for General Demand. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $12,115,900.98.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 15TH DAY OF JULY, 2025.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

V. FISCAL IMPACT

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE _____ DAY OF _____ AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-082, adopted by the City of Carson City Council at its meeting held on July 15, 2025 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-082

Attachments

Exhibit 1 Demand Register Reso# 25-082.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
257	06/24/2025	WIRE	004084	RE SOLUTIONS	548,999.25			
261	06/30/2025	WIRE	004084	RE SOLUTIONS	1,077,313.70			
179960	06/26/2025	PRINTED	000418	4IMPRINT INC	567.45			
179961	06/26/2025	PRINTED	000137	ADMINISTRATIVE SERVICES C	28,932.85			
179962	06/26/2025	PRINTED	002904	ADMINSURE INC	9,363.00			
179963	06/26/2025	PRINTED	007077	ADVANCED IMAGING STRATEGI	17,913.85			
179964	06/26/2025	PRINTED	003075	CARDIO PARTNERS INC	2,069.56			
179965	06/26/2025	PRINTED	008533	AFIA HEMPHILL	50.00			
179966	06/26/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	4,114.51			
179967	06/26/2025	PRINTED	000899	ALL CITY MANAGEMENT SERVI	67,386.97			
179968	06/26/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	3,886.00			
179969	06/26/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	1,250.08			
179970	06/26/2025	PRINTED	008151	AMER JAKHER	13,860.00			
179971	06/26/2025	PRINTED	006675	AMERICAN TRANSPORTATION S	2,066.46			
179972	06/26/2025	PRINTED	000543	AQUA FLO SUPPLY	3,350.89			
179973	06/26/2025	PRINTED	007663	ARTHUR R. BATUCAL	50.00			
179974	06/26/2025	PRINTED	001825	AVALON COLLISION	1,300.00			
179975	06/26/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	469.63			
179976	06/26/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	1,396.58			
179977	06/26/2025	PRINTED	001248	BARR AND CLARK INC	2,455.00			
179978	06/26/2025	PRINTED	007051	BASIC BENEFITS LLC	1,311.46			
179979	06/26/2025	PRINTED	004641	BILLYE BATES	50.00			
179980	06/26/2025	PRINTED	003242	BLACK KNIGHT PATROL, INC	1,620.00			
179981	06/26/2025	PRINTED	008585	BLACKSTONE REMODELING, IN	5,985.00			
179982	06/26/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	759.72			
179983	06/26/2025	PRINTED	007365	BLUETRITON BRANDS, INC.	856.18			
179984	06/26/2025	PRINTED	008605	BRENT D. PAGE	50.00			
179985	06/26/2025	PRINTED	008289	BYRON L. SMITH	50.00			
179986	06/26/2025	PRINTED	000167	CALIFORNIA PRO SPORTS	7,405.78			
179987	06/26/2025	PRINTED	008645	CAMERON A PAXTON	100.00			
179988	06/26/2025	PRINTED	008621	CAMINO REAL CHEVROLET	32,808.38			
179989	06/26/2025	PRINTED	008141	CARTER PICTURE FRAMING &	921.19			
179990	06/26/2025	PRINTED	001489	CHOURA VENUE SERVICES	370.21			
179991	06/26/2025	PRINTED	006955	CITY ELECTRIC SUPPLY	1,357.82			
179992	06/26/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,770.00			
179993	06/26/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,180.00			
179994	06/26/2025	PRINTED	004351	COLANTUONO HIGHSMITH AND	632.00			
179995	06/26/2025	PRINTED	001629	CORTEZ GRAPHICS	1,105.00			
179996	06/26/2025	PRINTED	001180	COUNTY OF LOS ANGELES	404.00			
179997	06/26/2025	PRINTED	008587	COVER YOUR BRASS LLC	3,403.40			
179998	06/26/2025	PRINTED	008388	CRAFTWATER ENGINEERING, I	66,413.00			
179999	06/26/2025	PRINTED	003586	CS AND ASSOCIATES INC	21,555.00			
180000	06/26/2025	PRINTED	004115	CSG CONSULTANTS INC	6,907.50			
180001	06/26/2025	PRINTED	000268	DAILY JOURNAL CORP	95.50			
180002	06/26/2025	PRINTED	004824	MANUEL DASILVA	50.00			
180003	06/26/2025	PRINTED	007176	DAVEY COACH SALES INC.	1,589.28			
180004	06/26/2025	PRINTED	000534	DIRECTV	529.23			
180005	06/26/2025	PRINTED	001155	DISH	143.52			
180006	06/26/2025	PRINTED	001645	DISPENSING TECHNOLOGY COR	12,347.68			
180007	06/26/2025	PRINTED	006876	DONALD A. SPRAGUE	1,984.00			
180008	06/26/2025	PRINTED	007707	DOROTHY J. ROSS	50.00			
180009	06/26/2025	PRINTED	003092	VERA DORSEY-REEVES	50.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
180010	06/26/2025	PRINTED	001105	EAGLE PORTABLES SANITATIO	2,549.26			
180011	06/26/2025	PRINTED	003667	ERNESTINE LEVERETTE	50.00			
180012	06/26/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	202.38			
180013	06/26/2025	PRINTED	000159	RAYMOND M. ALDRIGE, JR.	8,598.01			
180014	06/26/2025	PRINTED	008623	FAITH MAULUPE	1,200.00			
180015	06/26/2025	PRINTED	008107	FCG CONSULTANTS INC	107,648.30			
180016	06/26/2025	PRINTED	007224	FCS INTERNATIONAL, INC.	8,315.65			
180017	06/26/2025	PRINTED	005044	ROMEO GALEON	50.00			
180018	06/26/2025	PRINTED	008312	GANAHL LUMBER COMPANY	1,839.66			
180019	06/26/2025	PRINTED	001268	GBROS INC	1,206.00			
180020	06/26/2025	PRINTED	001268	GBROS INC	77.07			
180021	06/26/2025	PRINTED	008052	GET TOOLS CORP	60.00			
180022	06/26/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	55.04			
180023	06/26/2025	PRINTED	008335	GOMEZ GROWERS INC.	548.08			
180024	06/26/2025	PRINTED	008352	GRAFFITI PROTECTIVE COATI	6,926.06			
180025	06/26/2025	PRINTED	000793	GRAINGER	6,386.67			
180026	06/26/2025	PRINTED	001093	SHIRLEY GRAVES	50.00			
180027	06/26/2025	PRINTED	008132	HASA INC	2,055.52			
180028	06/26/2025	PRINTED	008551	HAUNGA FEINGA, JR.	12,000.00			
180029	06/26/2025	PRINTED	008176	HERK EDWARDS INC	259,425.13			
180030	06/26/2025	PRINTED	000234	THE HOME DEPOT INC	16,810.00			
180031	06/26/2025	PRINTED	000514	HUNTINGTON HARDWARE CO IN	45.68			
180032	06/26/2025	PRINTED	007675	HERITAGE LANDSCAPE SUPPLY	12,854.34			
180033	06/26/2025	PRINTED	007969	INDEPENDENCE SOLUTIONS, I	4,162.96			
180034	06/26/2025	PRINTED	000904	NELLIE K LUA	685.10			
180035	06/26/2025	PRINTED	007505	ISLE ENTERTAINMENT INC.	1,000.00			
180036	06/26/2025	PRINTED	006303	INDUSTRIAL TECH. SVCS., D	1,052.40			
180037	06/26/2025	PRINTED	008554	JAMES BRUNT	8,560.00			
180038	06/26/2025	PRINTED	008529	JAPANESE AUTO CENTER INC.	60.00			
180039	06/26/2025	PRINTED	007514	JASON PEREIRA	2,500.00			
180040	06/26/2025	PRINTED	000152	JERRYS CLEANERS	85.00			
180041	06/26/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	4,391.31			
180042	06/26/2025	PRINTED	007516	JOSEPH FAAVAE	12,500.00			
180043	06/26/2025	PRINTED	008593	KAPENETA TEO-TAFITI	3,075.00			
180044	06/26/2025	PRINTED	008581	KOLBY MARZORINI	350.00			
180045	06/26/2025	PRINTED	008272	LARHONDA BROWN	50.00			
180046	06/26/2025	PRINTED	003629	LEES TOOLS	3,223.21			
180047	06/26/2025	PRINTED	008264	LIFE AND TIMES NETWORK IN	2,497.16			
180048	06/26/2025	PRINTED	008534	LISA F. COTTRELL	50.00			
180049	06/26/2025	PRINTED	008639	LIZETTE ESPERICUETA ARRIO	1,189.00			
180050	06/26/2025	PRINTED	004767	DELIA LOPEZ	50.00			
180051	06/26/2025	PRINTED	000243	LOS ANGELES BUSINESS JOUR	15,000.00			
180052	06/26/2025	PRINTED	000067	LOS ANGELES COUNTY DEPT O	108,128.65			
180053	06/26/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	5,843.21			
180054	06/26/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	2,101,042.83			
180055	06/26/2025	PRINTED	004349	YVETTE MAO	1,500.00			
180056	06/26/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	4,895.78			
180057	06/26/2025	PRINTED	008471	MBC ENTERPRISES INC.	76,602.31			
180058	06/26/2025	PRINTED	000669	MDG ASSOCIATES	8,988.25			
180059	06/26/2025	PRINTED	008434	MILAGRO MEDIA STRATEGIES	4,800.00			
180060	06/26/2025	PRINTED	000040	MITY LITE INC	5,049.23			
180061	06/26/2025	PRINTED	000599	MR HOSE INC	1,028.57			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
180062	06/26/2025	PRINTED	003011	MULTI W SYSTEMS, INC.	2,983.87			
180063	06/26/2025	PRINTED	000744	NINYO & MOORE GEOTECHNICA	2,676.25			
180064	06/26/2025	PRINTED	006825	NORA MOMOLI	50.00			
180065	06/26/2025	PRINTED	010999	EMILY AVILA	132.44			
180066	06/26/2025	PRINTED	000528	PARTY PRONTO	3,421.00			
180067	06/26/2025	PRINTED	008618	PATRICIA MITAINA	250.00			
180068	06/26/2025	PRINTED	002445	PATRICIA PATTERSON	50.00			
180069	06/26/2025	PRINTED	008410	PCN3, INC.	1,033,423.44			
180070	06/26/2025	PRINTED	003099	PAMELA PITCHER	50.00			
180071	06/26/2025	PRINTED	000746	PITNEY BOWES RESERVE ACCO	1,459.77			
180072	06/26/2025	PRINTED	001149	DENICE PRICE	50.00			
180073	06/26/2025	PRINTED	007932	PROPS AV, LLC	10,000.00			
180074	06/26/2025	PRINTED	001128	QUINN COMPANY	2,637.17			
180075	06/26/2025	PRINTED	000118	JULIE RUIZ RABER	50.00			
180076	06/26/2025	PRINTED	004084	RE SOLUTIONS	49,926.74			
180077	06/26/2025	PRINTED	008583	REBECCA FIASEU	1,000.00			
180078	06/26/2025	PRINTED	000119	RED WING SHOE STORE	2,092.33			
180079	06/26/2025	PRINTED	008582	REX TIUMALU	250.00			
180080	06/26/2025	PRINTED	010000	ALLIANCE COLLEGE--READY M	500.00			
180081	06/26/2025	PRINTED	010000	BIBLE BELIEVERS	500.00			
180082	06/26/2025	PRINTED	010000	CHARLEAN WARD	200.00			
180083	06/26/2025	PRINTED	010000	CHILD EVANGELISM FELLOWSH	250.00			
180084	06/26/2025	PRINTED	010000	COMPASS CHARTER SCHOOL	500.00			
180085	06/26/2025	PRINTED	010000	MAGNOLIA SCIENCE ACADEM	500.00			
180086	06/26/2025	PRINTED	010000	SOUTHERN CALIFORNIA EDISO	890.00			
180087	06/26/2025	PRINTED	007240	RJM DESIGN GROUP, INC.	21,983.85			
180088	06/26/2025	PRINTED	000057	ROBERT MCELROY LLC	111.93			
180089	06/26/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	937.84			
180090	06/26/2025	PRINTED	002515	MYRNA RONQUILLO	50.00			
180091	06/26/2025	PRINTED	007608	SAIDICO DIRECT INC	898.93			
180092	06/26/2025	PRINTED	000791	EMMANUEL A SALOMON	50.00			
180093	06/26/2025	PRINTED	007930	SAMOAN CONGREGATIONAL COM	600.00			
180094	06/26/2025	PRINTED	000427	SAM'S CLUB DIRECT	3,634.16			
180095	06/26/2025	PRINTED	001605	SC FUELS	26,095.28			
180096	06/26/2025	PRINTED	006964	SCCI, INC.	300.00			
180097	06/26/2025	PRINTED	000172	SCMAF INC S CALIF MUNICIP	1,200.00			
180098	06/26/2025	PRINTED	007632	SEAY, AL CARNEL	50.00			
180099	06/26/2025	PRINTED	008635	SETU SUASUA	1,080.00			
180100	06/26/2025	PRINTED	001803	VERGIE SEYMORE	50.00			
180101	06/26/2025	PRINTED	004226	DARLENE SIMPSON-LOTT	50.00			
180102	06/26/2025	PRINTED	003609	SKYLINE SAFETY AND SUPPLY	27,733.29			
180103	06/26/2025	PRINTED	007052	SL CARSON BUILDERS, LLC	102,025.00			
180104	06/26/2025	PRINTED	000211	SMART AND FINAL IRIS	1,102.45			
180105	06/26/2025	PRINTED	006477	SNAP-ON INCORPORATED	1,459.40			
180106	06/26/2025	PRINTED	007416	SNAPLOCK INDUSTRIES, INC.	4,457.04			
180107	06/26/2025	PRINTED	003848	SO CAL CONSTRUCTION SERVI	6,460.00			
180108	06/26/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	3,638.26			
180109	06/26/2025	PRINTED	004417	SOCALGAS	63.83			
180110	06/26/2025	PRINTED	007812	SONYA EATMAN	50.00			
180111	06/26/2025	PRINTED	007796	SOUTH BAY FORD INC	5,058.10			
180112	06/26/2025	PRINTED	007784	SOUTHERN TIRE MART, LLC	9,365.95			
180113	06/26/2025	PRINTED	000718	STAPLES ADVANTAGE	1,952.69			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
180114	06/26/2025	PRINTED	006249	STATE CONTROLLER	150.00			
180115	06/26/2025	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	300.00			
180116	06/26/2025	PRINTED	003100	LINDA STEWART	50.00			
180117	06/26/2025	PRINTED	006654	SWANK MOTION PICTURES INC	1,080.00			
180118	06/26/2025	PRINTED	008611	TIM MORAN CHEVROLET	40,684.21			
180119	06/26/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	194,072.98			
180120	06/26/2025	PRINTED	001318	TURBO DATA SYSTEMS INC	48,034.33			
180121	06/26/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	27,382.66			
180122	06/26/2025	PRINTED	008430	URBAN HABITAT	1,565,023.31			
180123	06/26/2025	PRINTED	007124	VARGAS AND RAMIREZ SPORTS	8,836.56			
180124	06/26/2025	PRINTED	008302	VINCENT VAIELUA	2,500.00			
180125	06/26/2025	PRINTED	001774	VV AND G CONSTRUCTION	3,268.70			
180126	06/26/2025	PRINTED	000437	ITELIA WALKER	50.00			
180127	06/26/2025	PRINTED	000562	THE WALKING MAN INC	1,275.00			
180128	06/26/2025	PRINTED	000141	WEST BASIN WATER ASSN	1,500.00			
180129	06/26/2025	PRINTED	000212	WEST COAST ARBORISTS	2,520.00			
180130	06/26/2025	PRINTED	004222	RICHARD WOODS JR	50.00			
180131	06/30/2025	PRINTED	000346	ALL AMERICAN ASPHALT	2,693,162.73			
180132	06/30/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	326,045.69			
180133	06/30/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	734.43			
180134	06/30/2025	PRINTED	008251	ANM CONSTRUCTION INC.	24,804.90			
180135	06/30/2025	PRINTED	008251	ANM CONSTRUCTION INC.	16,365.60			
180136	06/30/2025	PRINTED	008251	ANM CONSTRUCTION INC.	56,709.00			
180137	06/30/2025	PRINTED	008251	ANM CONSTRUCTION INC.	1,818.40			
180138	06/30/2025	PRINTED	008251	ANM CONSTRUCTION INC.	6,301.00			
180139	06/30/2025	PRINTED	000568	ATKINSON, ANDELSON, LOYA,	10,556.97			
180140	06/30/2025	PRINTED	006307	CALIFORNIA PUMPCRETE INC.	400.00			
180141	06/30/2025	PRINTED	001489	CHOURA VENUE SERVICES	879.92			
180142	06/30/2025	PRINTED	008393	COMMERCIAL BLINDS LLC	1,999.00			
180143	06/30/2025	PRINTED	001381	COMPLETE OFFICE	179.09			
180144	06/30/2025	PRINTED	006733	FRESH PRINTS LA	411.56			
180145	06/30/2025	PRINTED	000793	GRAINGER	2,944.45			
180146	06/30/2025	PRINTED	008592	KNIGHT SUNRISE HOLLYWOOD	64,091.13			
180147	06/30/2025	PRINTED	000601	LAST MINUTE FLOWERS AND G	284.60			
180148	06/30/2025	PRINTED	002294	LEIGHTON CONSULTING, INC	657.50			
180149	06/30/2025	PRINTED	008115	MAC'S LIFT GATE	5,843.20			
180150	06/30/2025	PRINTED	000460	PETES ROAD SERVICE INC	139.47			
180151	06/30/2025	PRINTED	008459	PUB CONSTRUCTION INC	691,517.16			
180152	06/30/2025	PRINTED	001128	QUINN COMPANY	1,341.48			
180153	06/30/2025	PRINTED	000750	RKA CONSULTING GROUP	13,147.99			
180154	06/30/2025	PRINTED	000402	ROADLINE PRODUCTS CO	29,684.81			
180155	06/30/2025	PRINTED	003585	RSG INC	3,827.50			
180156	06/30/2025	PRINTED	007851	SAMI'S REFEREES LLC	1,670.00			
180157	06/30/2025	PRINTED	000427	SAM'S CLUB DIRECT	252.08			
180158	06/30/2025	PRINTED	000158	LIWAYWAY N SANTOS	179.20			
180159	06/30/2025	PRINTED	000211	SMART AND FINAL IRIS	141.37			
180160	06/30/2025	PRINTED	003848	SO CAL CONSTRUCTION SERVI	26,730.00			
180161	06/30/2025	PRINTED	005013	SWAYZER CORPORATION	19,910.00			
180162	06/30/2025	PRINTED	001318	TURBO DATA SYSTEMS INC	958.24			
180163	06/30/2025	PRINTED	007532	VENICE FAMILY CLINIC	3,750.00			
180164	06/30/2025	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	8,537.65			
180165	06/30/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION AN	1,638.55			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
180166	06/30/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	511.17			
180167	06/30/2025	PRINTED	008105	Z&K CONSULTANTS, INC	78,732.93			
	210 CHECKS			CASH ACCOUNT TOTAL	12,115,900.98	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
210 CHECKS	FINAL TOTAL	12,115,900.98	.00

** END OF REPORT - Generated by BRAULIO ALATORRE **

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-09-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $25,689.11, DEMAND CHECK NUMBERS HA-002060 THROUGH HA-002064 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-09-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $25,689.11, DEMAND CHECK NUMBERS HA-002060 THROUGH HA-002064.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-09-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $25,689.11, DEMAND CHECK NUMBERS HA-002060 THROUGH HA-002064".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON HOUSING AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On July 15, 2025, the Carson Housing Authority ratified the above demand numbers HA-002060 through HA-002064. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $25,689.11.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 15TH DAY OF JULY, 2025.

CARSON HOUSING AUTHORITY, acting as the successor housing agency of the CARSON REDEVELOPMENT AGENCY, a public body by:

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

_____
Lula Davis-Holmes, Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE _____ DAY OF _____ AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., Executive Director

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Housing Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-09-CHA, adopted by the City of Carson City Council at its meeting held on July 15, 2025 by the following vote:

AYES: AUTHORITY BOARD MEMBERS:
NOES: AUTHORITY BOARD MEMBERS:
ABSTAIN: AUTHORITY BOARD MEMBERS:
ABSENT: AUTHORITY BOARD MEMBERS:

_____
Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-09-CHA

Attachments

Exhibit 1 CHA Demand Reso# 25-09-CHA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 255-99-999-999-1012- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2060	06/05/2025	PRINTED	000423	AVALON COURTYARD	12,206.51			
2061	06/12/2025	PRINTED	006884	LYFT, INC.	106.49			
2062	06/17/2025	PRINTED	007257	FAMILY PROMISE OF LOS ANG	10,677.85			
2063	06/18/2025	PRINTED	001001	AT&T PHONE	31.58			
2064	06/26/2025	PRINTED	000685	AMERINATIONAL COMMUNITY S	2,666.68			
		5 CHECKS		CASH ACCOUNT TOTAL	25,689.11	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
5 CHECKS	FINAL TOTAL	25,689.11	.00

** END OF REPORT - Generated by BRAULIO ALATORRE **

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-08-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $63.16, DEMAND CHECK NUMBER SA-001961 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-08-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $63.16, DEMAND CHECK NUMBER SA-001961.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution NO. 25-08-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $63.16, DEMAND CHECK NUMBER SA-001961".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON SUCCESSOR AGENCY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On July 15, 2025, the Carson Successor Agency ratified the above demand number SA-001961. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $63.16.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 15TH DAY OF JULY, 2025.

CARSON SUCCESSOR AGENCY, to the dissolved CARSON REDEVELOPMENT AGENCY, a public body

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

_____
Lula Davis-Holmes, Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE _____ DAY OF _____ AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., Executive Director

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Successor Agency, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-08-CSA, adopted by the City of Carson City Council at its meeting held on July 15, 2025 by the following vote:

AYES: AUTHORITY BOARD MEMBERS:
NOES: AUTHORITY BOARD MEMBERS:
ABSTAIN: AUTHORITY BOARD MEMBERS:
ABSENT: AUTHORITY BOARD MEMBERS:

_____
Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-08-CSA

Attachments

Exhibit 1 CSA Demand Reso #25-08-CSA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 782-99-999-999-1030- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1961	06/17/2025	PRINTED	001001	AT&T PHONE	63.16			
		1 CHECKS		CASH ACCOUNT TOTAL	63.16	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	63.16	.00

** END OF REPORT - Generated by BRAULIO ALATORRE **

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD JUNE 1, 2025 THROUGH JUNE 30, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new contracts and amendments procured under City Manager or designee's authority as required by Section 2604 of the Carson Municipal Code for the period June 1, 2025 through June 30, 2025.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council, consistent with the requirements of the law.

IV. BACKGROUND

On January 9, 2024 (Item No. 27), Council approved Ordinance No. 23-2309 amending various sections of Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code. Ordinance No. 23-2309 increased the City Manager's authority to procure materials, supplies, equipment, services and professional services from $25,000 to $75,000. Section 2604 now requires the City Manager to, once per month, present to the City Council a list of all new contracts and amendments procured under City Manager or designee's authority.

Attached as Exhibit 1 is the City Manager's Contract Report for contracts executed within the period June 1, 2025 through June 30, 2025.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Contract Report - June 2025

Attachments

Contract Report - June 2025.pdf

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date
D ROBERTS	Amendment No. 1	25-073	THEODORE I. BENITO	7612	CONSULTANT	2025 PHILIPPINES INDEPENDENCE DAY	$29,112.27	COMMUNITY SERVICES	4/2/2025	4/2/2026
M WHITTIKER	Original	25-114	SETU SUASUA	8635	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$1,080.00	COMMUNITY SERVICES	06/28/2025 *	
D ROBERTS	Original	25-115	BSN SPORTS LLC	1627	CONTRACTOR	REMOVE/INSTALL BASKETBALL SYSTEM	$74,995.00	COMMUNITY SERVICES	5/22/2025	
J BOUDREAUX	Original	25-116	ATKINSON, ANDELSON, LOYA,	568	CONSULTANT	FRISK LEADERSHIP TRAINING	$12,000.00	HUMAN RESOURCES & RISK MGT	5/30/2025	
M WHITTIKER	Original	25-117	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2025 JUNETEENTH CELEBRATION	$700.00	COMMUNITY SERVICES	06/14/2025 *	
M WHITTIKER	Original	25-118	BRANDON GLASCO	8616	EVENT SERVICE PROVIDE AGREEMENT	2025 JUNETEENTH CELEBRATION	$500.00	COMMUNITY SERVICES	06/14/2025 *	
M WHITTIKER	Original	25-119	BRENT JONES	8260	EVENT SERVICE PROVIDE AGREEMENT	2025 JUNETEENTH CELEBRATION	$3,200.00	COMMUNITY SERVICES	06/14/2025 *	
A RODGERS	Original	25-120	JOURDUCCI, INC	8565	CONSULTANT	CLEANING SERVICES	$19,125.00	PUBLIC WORKS	6/5/2025	6/4/2026
D ROBERTS	Original	25-121	JOSEPH FAAVAE dba ISLAND BLOCK	7516	CONSULTANT	2025 SAMOAN HERITAGE FESTIVAL EVENT SERVICES	$25,000.00	COMMUNITY SERVICES	5/22/2025	6/28/2025
D ROBERTS	SUB. CHANGE FORM	24-283	COSTAR REALTY INFORMATION INC	4275	LICENSE AGREEMENT	COSTAR SUITE LICENSE AGREEMENT	$17,100.00	COMMUNITY DEVELOPMENT	11/19/2024	11/18/2025
M WHITTIKER	Original	25-123	JASON PEREIRA dba JP DESIGN CO.	7514	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$5,000.00	COMMUNITY SERVICES	06/28/2025 *	
M WHITTIKER	Original	25-126	PROPS AV, LLC	7932	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$10,000.00	COMMUNITY SERVICES	06/28/2025 *	
M WHITTIKER	Original	25-127	SAMOAN CONGREGATIONAL COMMUNITY CHURCH	7930	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$600.00	COMMUNITY SERVICES	06/28/2025 *	
M WHITTIKER	Original	25-128	AUMAGA, INC	8300	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$8,190.00	COMMUNITY SERVICES	06/28/2025 *	
M WHITTIKER	Original	25-129	INDEPENDENCE SOLUTIONS, INC.	7969	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$4,162.96	COMMUNITY SERVICES	06/28/2025 *	
D ROBERTS	Original	25-130	APPLIED RESEARCH ASSOCIATES, INC	8640	CONSULTANT	COMPREHENSIVE PAVEMENT CONDITION ASSESMENT	$71,788.00	PUBLIC WORKS	5/9/2025	5/8/2026
D ROBERTS	Original	25-131	FLYING LION, INC.	8629	CONSULTANT	ON-DEMAND DRONE SURVEILLANCE	$44,800.00	PUBLIC SAFETY	6/13/2025	6/12/2026
J BOUDREAUX	Amendment No. 1	25-107	APRIL DIAZ dba EZER + CO	8586	CONSULTANT	LEADERSHIP DEVELOPMENT TRAINING	$13,000.00	FINANCE	5/21/2025	5/20/2026
D ROBERTS	Original	25-133	HH STUDIO ARCHITECTS	8651	CONSULTANT	SHIPPING ROOM B11 UPGRADE	$15,000.00	PUBLIC WORKS	6/18/2025	6/17/2026

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER REJECTION OF ALL PROPOSALS RECEIVED FOR REQUEST FOR PROPOSALS ("RFP") 24-020 FOR ECONOMIC DEVELOPMENT MARKETING STRATEGY SERVICES (CITY COUNCIL)

I. SUMMARY

The City's Municipal Code ("CMC") Section 2611(l) authorizes the awarding authority to reject any and all proposals received as a result of the City's competitive proposal process. The Purchasing Manager issued Request for Proposals ("RFP") No. 24-020 on September 19, 2024, for Economic Development Marketing Strategy services. Fifteen (15) proposals were received and recorded in response to the RFP on October 24, 2025 at 10:00AM. After further consideration, the Community Development Department has determined a need to revisit the original scope and evaluation due to personnel changes. Staff are recommending that City Council formally reject all proposals received and authorize Staff to re-solicit the services pursuant to CMC Section 2611(l).

II. RECOMMENDATION

REJECT all proposals received for RFP 24-020 Economic Development Marketing Strategy and AUTHORIZE staff to re-solicit.

III. ALTERNATIVES

1. TAKE another action as deemed appropriate by the City Council, consistent with the requirements of the law.

IV. BACKGROUND

The City issued RFP 24-020 on September 19, 2024 for an Economic Development Marketing Plan. In addition to the research activity, the purpose and scope of the plan was expected to highlight the City's unique selling points, such as its strategic location, assets, business-friendly policies, demographics, and infrastructure, and showcase the City's appeal to businesses, developers, investors, and visitors; create profiles for the City's key audiences, such as real estate developers, business owners, investors, and visitors; develop clear, compelling messages, taglines, and positioning statements that effectively communicate the City's unique advantages and benefits, which should resonate with the identified target audiences; determine the types of content the City should produce and the most effective channels for distribution, such as social media, email newsletters, trade shows, trade magazines and news publications, websites, etc.; develop a detailed implementation plan with actionable steps, timelines, responsibilities, key performance indicators, and resource requirements; and recommend a system for continuous monitoring, evaluation, and adjustment of the strategy. This would include regularly assessing key performance indicators, gathering feedback, and making data-driven changes to optimize results.

On October 24, 2025 at 10:00AM, the Purchasing Division received and recorded fifteen (15) proposals in response to the RFP from the following firms:

1. Allegra Consulting
2. BC Design Haus Inc.
3. Charles Communication Group
4. Commune Communication Corp.
5. CV Strategies
6. Development Counsellors International LTD
7. Hinderliter, de Llamas and Associates
8. In House Strategy
9. JPW Communications, Inc.
10. Nine27
11. RSG, Inc.
12. The Abbi Agency
13. The Brandsmith, LLC
14. The Burdette Agency, Inc.
15. WeUsThem Inc.

At the regular June 3, 2025 City Council Meeting, the Community Development Department prepared and presented a Staff Report as Consent no. 19 that was intended to award a contract to JPW Communications, Inc. The item was pulled for a future date and no award was made final. After further consideration, the Community Development Department has determined a need to revisit the original scope, expanding on specific requirements within the scope, and resoliciting these services through the Purchasing Division. This determination is a result of various factors such as: changes in City personnel involved in the specific tasks of the project, the length of time that has passed since the original RFP was closed and recorded given that the RFP stated an original intent to award within ninety (90) days of the closing date, etc. As stated in the original RFP and in the CMC, "the City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received." Similarly, the RFP also states that "no contract exists on the part of the City until the City Council has made the award and a purchase contract has been fully executed." Given the above and since no award was made final on the part of the City, Staff are recommending the City Council reject all proposals received and authorize Staff to resolicit the services at a later date. If authorized, Staff will resolicit the services via the Planet Bids portal, with notice made on the City's website, within the City's facilities, and within a local newspaper for all interested proposers.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. RFP 24-020
2. Bid Register

Attachments

RFP 24-020

BID REGISTER.pdf

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745

REQUEST FOR PROPOSALS NUMBER: RFP 24-020

Notice is hereby given that the Purchasing Manager of the City of Carson will accept proposals for:

ECONOMIC DEVELOPMENT MARKETING STRATEGY

ISSUE DATE:	**09/19/2024**
PRE-PROPOSAL VIRTUAL MEETING :	**09/26/2024 | 11:00 AM**
QUESTIONS DEADLINE:	**10/03/2024 | 10:00 AM**
PROPOSALS DEADLINE:	**10/24/2024 | 10:00 AM**

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:

No late proposal submittals will be accepted. Proposals received after the deadline established will not be considered. Proposers are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittals of complete proposals. The City reserves the sole right to evaluate the proposals submitted, waive any irregularities therein, approve subconsultants, and select or reject proposals, should such action be deemed in the best interest of the City.

All questions or requests for interpretation regarding this solicitation must be submitted online through PlanetBids Vendor Portal Q&A tab within the date and time established. Any City response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby elected officials or city employees during the release date of the solicitation and the announcement of the Notice of Intent to Award, may result in disqualification from the selection process. Please note submittals are not confidential and are subject to release in response to a public records request after negotiations are complete.

Please note, in the event of a conflict between any details included in this RFP 24-020 and any details in PlanetBids, this RFP 24-020 shall control and govern.

To view other bidding opportunities from the City of Carson, please visit: Bidding/RFP Opportunities (carson.ca.us)

REQUEST FOR PROPOSAL: RFP NO. 24-020
ECONOMIC DEVELOPMENT MARKETING STRATEGY

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Additional Documents Available on PlanetBids as Downloads

1. Affidavit of Non-Federal Lobbyist Requirements
2. Affidavit of Non-Collusion and Non-Discrimination
3. Client Reference List
4. Debarment and Suspension Certification
5. W-9 Request for Taxpayer Identification Number and Certification
6. Acknowledgement of Insurance Endorsements
7. Instructions for Entering Electronic Bids
8. Contract Insurance Checklist – Non-Construction
9. Contract for Services Template Long Form (for reference)

A. SUMMARY

The City of Carson; hereafter referred to as "City" Community Development Department (Department) is seeking proposals from qualified consultants to develop an Economic Development Marketing Strategy (ED Marketing Strategy). The ED Marketing Strategy will significantly enhance the Department's marketing efforts towards businesses, developers, site selectors, event organizers, and tourists. It aims to educate and communicate the unique advantages of Carson to these target audiences. By effectively showcasing the City's strengths, growth plans, and assets, the ED Marketing Strategy will seek to boost investment through business expansions and relocations, new commercial development, redevelopment projects, increased tourism, and a rise in special events hosted in the area. The ED Marketing Strategy will utilize traditional and digital platforms to reach target audiences and maximize impact.

The selected firm will be responsible for designing, developing, and guiding the implementation of an effective ED Marketing Strategy that supports the goals outlined in the City's Economic Development Strategic Plan. The firm is expected to apply best practices in economic development marketing and gather stakeholder input to ensure the ED Marketing Strategy meets the community's needs and aspirations.

About the City of Carson

Carson is located less than 20 miles south of Downtown Los Angeles and is part of the South Bay section of the county. Covering an area of 19.2 square miles, Carson has experienced moderate growth, increasing from a population of 61,000 in 1968 to nearly 100,000 residents today.

Carson takes pride in its cultural diversity and is well-connected by air, rail, and freeway. It is conveniently located close to Los Angeles International Airport, Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The City is surrounded by four major freeways: the 110, the 405, the 91, and the 710. Carson's accessibility is unmatched in the Los Angeles-Orange County region.

The City is home to notable landmarks such as Dignity Health Sports Park, where the Los Angeles Galaxy plays; Cal State University, Dominguez Hills; the Porsche Experience Center; the Goodyear Blimp; and the Velo Sports Center. Carson is a Venue City for the 2028 Los Angeles Olympics and a training site for the 2026 FIFA World Cup.

General RFP Policies

The City of Carson reserves the right to make changes in the Request for Proposal (RFP) as it may deem appropriate. Any and all changes in this RFP shall be made by written addenda, which will be issued to all prospective proposers via PlanetBids. No oral changes will be permitted. Addenda issued during the proposal process will become a part of the original proposal. All request for proposals must be submitted by the date and time established for the opening of request for proposals. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has made the award and a purchase contract has been fully executed. The award, if made, will take place approximately

within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by written addenda via PlanetBids.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Proposer is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

B. VIRTUAL PRE-PROPOSAL MEETING

Virtual Pre-proposal meeting mandatory:	**NO**
Virtual Pre-proposal meeting time:	09/26/2024 |11:00 AM
Virtual Pre-proposal meeting:	Virtual via TEAMS

TEAMS Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGZmZTYwNzEtZTU5My00ODUyLTllNDQtMmM1MzAxZTNkOTll%40thread.v2/0?context=%7b%22Tid%22%3a%229cdddbaf-1629-4219-9ebc-a307955c4c3b%22%2c%22Oid%22%3a%224f964efe-4625-411d-983a-16db28b8a5ad%22%7d

Dial in by phone: +1 323-647-8603,,22814673# United States, Los Angeles

Phone conference ID: 228 146 73#

This Virtual Pre-Proposal meeting will be held for the purpose of answering proposer questions.

Attendance is strongly encouraged; but this Virtual Pre-Proposal meeting is not mandatory. You are still welcome to submit a proposal even if you do not attend. The Virtual Pre-Proposal Meeting will be conducted via Microsoft TEAMS and will be recorded.

C. PROPOSAL SUBMITTAL

The proposals must be submitted electronically only.

Proposals must be submitted electronically on PlanetBids no later than **10/24/2024 | 10:00 AM**. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids.

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer's name and the City's RFP No. 24-020.**

Required Proposal Sections and Documents		
1	**Cover Letter.** Maximum of two pages serving as an executive summary which shall include an understanding of the scope of services.	Required
2	**Brief Company Profile**. Include general company information including number of employees, location of company headquarters and branch offices, number of years in business and organization, disciplines, and staffing. Describe the general qualifications of the firm as they relate to the work proposed in this RFP.	Required
3	**Company Certification and Personnel Verification** Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement	Required
4	**Organization and Staffing**. Provide a list of the Consultant's employees, agents, and sub-consultants which the consultant anticipates assigning to this project. This list shall include a summary of the qualifications, licenses, and experience of each individual; and the roles and type of work to be performed by each individual. The City will retain under its agreement with the successful Consultant the right of approval of all persons performing under the agreement.	Required
5	**Project Understanding, Work Plan, and Approach.** Provide a comprehensive narrative that demonstrates the Respondent's understanding of the project. The narrative should include an in-depth description of the project and its goals. It should outline a proposed work plan, detailing the tasks and activities to be performed and explaining how these tasks will be executed to achieve the project objectives. The narrative should present a detailed timeline highlighting key project milestones. It should list all expected deliverables and describe the anticipated outcomes. Finally, the narrative should explain the project	Required

	management approach, including strategies for managing resources, timelines, and communications with the City.	
6	**Subcontractor List** (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor	Required if Applicable
7	**Relevant Projects/Services with References**. Provide three references including the name, address, contact person, and phone number of the municipality/company, the length of time services were provided, and a description of the services provided. If applicable, provide examples of marketing collateral and graphics that your firm created for these clients. Governmental entities are preferred.	Required
8	**Cost Proposal** Provide a detailed breakdown of costs including labor costs with hourly rates, materials and equipment costs (if applicable),), marketing and promotional materials (if applicable), printing costs (if applicable), and any other costs associated with delivering the required services.	Required
9	**Modification, Changes, or Exceptions to the City Contract for Services Template – Long Form (for reference)** Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing	Required if Applicable
10	**Affidavit of Non-Collusion and Non-Discrimination** (download from PlanetBids)	Required
11	**Affidavit of Non-Federal Lobbyist Requirements** (download from PlanetBids)	Required
12	**Debarment and Suspension Certificate** (download from PlanetBids)	Required
13	**Certificate of Compliance with Labor Code Section 3700** (download from PlanetBids)	Required if Applicable
14	**W-9 Request for Taxpayer Identification Number and Certification** (download from PlanetBids)	Required
15	**Acknowledgement of Insurance Endorsements** (download from PlanetBids)	Required
16	**Contract for Services – Long Form** (for reference) (download from PlanetBids)	Required Upon Contract Award

D. QUESTIONS AND ADDENDA

All project scope questions must be posted to PlanetBids by the due date and time established. The City will coordinate responses and post them to PlanetBids (5) five days prior to the RFP deadline for all interested proposers to review.

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addenda, which will be posted to PlanetBids no later than five (5) days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	PlanetBids	Post directly to PlanetBids under the "Q&A" tab
2	Use of PlanetBids	PlanetBids	(818) 992-1771
3	City's Purchasing Process	Josilla Togiola Purchasing Manager	(310) 830-7600 ext. 1237 jtogiola@carsonca.gov

ONLY the City's Purchasing Manager may be contacted regarding this solicitation. No other City officers, agents, employees or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process or may result in disqualification.

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified. Proposers shall clearly demonstrate experience with the following:

- **Economic Development**: The consultant should have an understanding of economic development marketing and communication principles, trends, and best practices.
- **Place-Based Marketing:** The consultant should have experience in creating a cohesive identity and marketing strategy for communities emphasizing unique attributes, and positioning it effectively in the market via digital, print, and content marketing.
- **Stakeholder Engagement:** The consultant must have experience engaging with various stakeholders – elected officials, business associations, residents, and community leaders. They should be skilled at conducting surveys, focus groups, and interviews.
- **Data-Driven Approach**: The consultant should have experience reviewing economic data and completing market research to inform marketing strategies.

Awarded contractor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents before execution of the contract.

F. PROCUREMENT LOCATION AND SCHEDULE

Job location: **Citywide and Remotely**
Job Work Schedule: **To be determined upon contract award**

G. OTHER REQUIREMENTS

The City's form contract is required (reference Contract for Services Long Form). Specific requirements are outlined in the form contract. This form contract is required upon contract award.

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting

Officer in advance of work performed.

H. INSURANCE REQUIREMENTS

The selected consultant shall comply with the insurance requirements detailed in the Contract for Services Long Form and as listed below.

If a proposer believes any of the City's proposed insurance is not appropriate for any reason and/or the requirements warrant an adjustment, City invites submission of a written request with explanation of the same to be submitted prior to 10 days before the bid deadline. City will review the request and if appropriate, will issue and amendment to the insurance requirements as an addendum.

Certificate of Insurance:
Shows GL, Auto, Work Comp and Professional Liability coverages with valid effective dates
General Liability: Add'l Insured and Waiver of Subrogation must be checked.
Auto Liability: Add'l Insured and Waiver of Subrogation must be checked.
Workers Compensation: Waiver of Subrogation must be checked. * - if applicable

Description of Operations:
1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured on GL and Auto policies.
2. GL is Primary and Non-Contributory.
3. Waiver of Subrogation endorsement in favor of City of Carson OR in favor of additional insured.

Certificate Holder: City of Carson, 701 E Carson Street, Carson, CA 90745
Insurance Carriers: AM Best rating A- VII or Better

General Liability Provisions:
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

GL Endorsements:
1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Primary and Non-contributory endorsement.
3. Waiver of Subrogation endorsement in favor of City of Carson.

Automobile Liability Provisions:
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

Auto Insurance Endorsements:
1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Waiver of Subrogation endorsement in favor of City of Carson.

Worker's Compensation Provisions:
Coverage for statutory limits for workers compensation. Minimum limit of $1MM for Employer Liability.

Waiver of Subrogation endorsement in favor of City of Carson.

I. COST PROPOSAL

Consultants must provide everything necessary at their own expense including, and not limited to, labor, materials, and equipment required to perform and complete the required work.

The lump sum bid price must include all necessary materials and fees to provide the required services. Permits, licenses and fees must be obtained at the awarded contractor's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include hourly rates for additional work which may be authorized by the City's Contract Officer.

Cost Submission

Costs must be submitted as a separate PDF document.

Cost Submission must include:

- Entity name
- All categories of staff (not staff name) that may perform services as a single hourly not-to-exceed rate, including Project Manager, support staff and designated subconsultants.
- Hourly rates shall be submitted as a set rate, not a range.
- Include overtime hourly rates where applicable.
- Include pricing for any additional billing requirements, if applicable.
- The City does not provide reimbursement for business- or travel-related expenses; therefore, such costs must be absorbed in the hourly rate fee structure. Any language related to travel reimbursement and/or price increases shall be stricken from the document by the City and if not stricken, shall be deemed invalid.
- Pricing shall remain firm for the entire term of the contract.
- The City reserves the right to negotiate final pricing with selected firm(s), to ensure a fair and reasonable price is agreed upon.

Prevailing Wage is not required nor applicable to this RFP.

J. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All proposals will be opened publicly in the Office of the City Clerk on the date and time established.

Proposals will be evaluated on the basis of the response to all provisions of the RFP. The award, unless all proposals are rejected, shall be pursuant to Carson Municipal Code (CMC) Section

2611(c) (Professional Services Procurement) and shall be based on (i) demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services; (ii) a fair and reasonable price; and (iii) evidence that the person or firm carrying out contract responsibilities possesses the expertise and experience to perform the requisite professional services, as more particularly set forth in the evaluation criteria tables below.

The City reserves the right to modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

Proposal Evaluation Criteria		Maximum Points
1	The firm's demonstrated competence, adherence to the RFP requirements, and the overall quality, completeness, and presentation of the proposal.	10
2	The firm's demonstrated understanding of the project scope and objectives outlined in the RFP.	15
3	The relevant experience and qualifications of the firm, including key personnel and subcontractors.	30
4	The firm's project management plan and approach to successfully completing the project.	20
5	The reasonableness and competitiveness of the proposed cost.	10
6	The proposed project timeline, milestones, and deliverables.	15
	Total Maximum Points	100

The City may hold interviews with respondents prior to a final section of the project contractor. Such interviews may be conducted in person or by electronic means. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

PROJECT SCOPE OF SERVICES
ECONOMIC DEVELOPMENT MARKETING STRATEGY
RFP 24-020

The following includes a summary and sample of the project scope of services. Respondents may propose alternative approaches or methodologies to the sample of scope of services, provided they meet the City's deliverable requirements and objectives.

A. Research and Discovery

1. Complete a scan to establish a baseline understanding of the City's past and current marketing strategies.
2. Review relevant documents, such as the City's Economic Development Strategic Plan and the 2040 General Plan, to understand Carson's vision, economic and community development goals, and opportunities and challenges.
3. Develop and implement a stakeholder engagement plan to gather insights and feedback. Activities may include, but are not limited to:
    a. Holding a town hall-style meeting with business leaders, commercial real estate brokers, and large property owners.
    b. Facilitating a roundtable discussion with members of the City's executive team.
    c. Presenting findings and recommendations to local elected officials and commissioners.
    d. Organizing workshops, focus groups, surveys, and other feedback mechanisms.

B. ED Marketing Strategy

1. Highlight the City's unique selling points, such as its strategic location, assets, business-friendly policies, demographics, and infrastructure. These elements should showcase the City's appeal to businesses, developers, investors, and visitors.
2. Create profiles for the City's key audiences, such as real estate developers, business owners, investors, and visitors.
3. Develop clear, compelling messages, taglines, and positioning statements that effectively communicate the City's unique advantages and benefits. These messages should resonate with the identified target audiences.
4. Determine the types of content the City should produce and the most effective channels for distribution, such as social media, email newsletters, trade shows, trade magazines and news publications, websites, etc.
5. Develop a detailed implementation plan with actionable steps, timelines, responsibilities, key performance indicators, and resource requirements.
6. Recommend a system for continuous monitoring, evaluation, and adjustment of the strategy. This includes regularly assessing key performance indicators, gathering feedback, and making data-driven changes to optimize results.

C. Creative Assets and Collateral

1. Create multipurpose graphics, templates, and collateral for newsletters, social media posts, websites, fact sheets, ads, and opportunity site flyers. Ensure assets are adaptable across different campaigns and channels and easily updated for future use.

<u>The selected consultant(s) will be expected to deliver the following</u>:

1. Report summarizing the findings of the research and discovery phase.
2. Detailed Economic Development Marketing Strategy document including implementation

plan.

3. Creative assets and materials to support marketing initiatives.

The Department expects the selected firm to deliver a comprehensive, user-friendly, and actionable ED Marketing Strategy ready for immediate implementation. Proposals may also include an optional project scope and cost proposal for implementation support. If the Department chooses to proceed with this optional scope, it will collaborate with the selected firm to integrate these additional services into a single contract.

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 24-020 ECONOMIC DEVELOPMENT MARKETING STRATEGY*

BID OPENING DATE: *10/24/2024* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Allegra Consulting	Suzanne Madison	10/24/24 9:29 am			
2.	BC Design Haus Inc.	Bernadette Caplong	10/23/24 2:29 pm			
3.	Charles Communication Group	Shawna Charles	10/23/24 5:02 pm			
4.	Commune Communication Corp	Ryan La Rosa	10/22/24 1:06 pm			
5.	CV Strategies	Tara Bravo Mulally	10/24/24 9:58 am			
6.	Development Counsellors International LTD	Rachel Deloffre	10/23/24 5:17 pm			
7.	Hinderliter, de Llamas and Associates	Jennifer A. Pierce	10/23/24 6:47 pm			
8.	In House Strategy	Michael Erkelens	10/24/24 9:16 am			
9.	JPW Communications Inc	Jenny Windle	10/24/24 8:32 am			
10.	Nine27	DeRonte Craig	10/24/24 9:17 am			
11.	RSG, Inc.	Jim Simmon	10/24/24 8:47 am			
12.	Abbie Agency	Ty Whitaker	10/24/24 9:16 am			

Opened By: Melissa Figueroa (Print Legibly) M.F. (Initials)

Staff Present: Eric Romero (Print Legibly) ER (Initials)

City Clerk: (Signature)

PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)

CITY OF CARSON
BID REGISTER

13.	The Brand Smith LLC	Michael Smith	10/24/24 9:30 am			
14.	The Burdette Agency Inc	Robin Shattler	10/24/24 8:26 am			
15.	We Us Them Inc.	Ashwin Kutty	10/24/24 7:28 am.			

Opened By:_____ _____
Print Legibly Initials

Staff Present:_____ _____
Print Legibly Initials

City Clerk:_____
Signature

PlanetBids Opened By:_____ _____
Print Legibly Initials

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager

Subject: CONSIDER ESTABLISHING A $25,000 REWARD FOR INFORMATION LEADING TO THE ARREST AND CONVICTION OF THOSE RESPONSIBLE FOR THE MURDER OF DIEGO VILLALOBOS ON APRIL 25, 1993, IN THE CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

This item provides the City Council an opportunity to set a reward of $25,000 for information leading to the arrest and conviction of those responsible for the murder of Diego Villalobos on April 25, 1993, in the City of Carson.

II. RECOMMENDATION

APPROVE the establishment of a $25,000 reward.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws.

IV. BACKGROUND

Diego Villalobos was tragically found shot to death on Figueroa Street by a passing motorist. Villalobos had sustained multiple gunshot wounds and was pronounced dead at the scene. Villalobos was allegedly en route to the vicinity of Pacific Avenue and Oliver Street in San Pedro from his residence when he was murdered. This case remains an active murder investigation.

This item on the City Council agenda allows for the establishment of a $25,000 reward for information leading to the arrest and conviction of those responsible.

V. FISCAL IMPACT

The fiscal impact would be $25,000 should the reward be paid out.

VI. EXHIBITS

None.

Report to City Council, Successor Agency, and Housing Authority

Tuesday, July 15, 2025, 5:00 PM

CONSENT 17.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JUNE 30, 2025 (CITY COUNCIL)

I. SUMMARY

Submitted to the Mayor and City Council is the monthly Investment and Cash Report for the City of Carson, Successor Agency and Carson Housing Authority for the month ending June 30, 2025. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

City of Carson reserves (Invested assets): $ 243,883,476.90

City of Carson available cash: $72,623,737.61

Restricted funds for the city of Carson include cash on hand and reserves for the Successor Agency, Housing Authority and Co-Op Agreement:

Total City of Carson restricted funds: $34,774,734.92

II. RECOMMENDATION

RECEIVE and FILE

III. ALTERNATIVES

TAKE another action the Council deems appropriate

IV. BACKGROUND

The Investment and Cash Report is submitted monthly to the Mayor and City Council to provide updates on reserve balances and available cash across Carson's entities. This report includes financial data for the City of Carson, Successor Agency, and the Housing Authority. The report outlines an investment strategy designed to ensure six months of operating liquidity. All investments strictly follow California State Code §53600, the City's Investment Policy, and City's Investment Policy, and relevant bond covenants.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Summary of Cash (Pg. 3)
2. City of Carson Investment (Pgs. 4-6)
3. City of Carson Successor Agency Investments (Pg.7)
4. City of Carson Housing Authority Investments (Pg.8)

Attachments

Cash rpt JUNE 2025.pdf

CITY OF CARSON PORTFOLIO RESERVES SUMMARY JUNE 2025.pdf

CITY OF CARSON PORTFOLIO RESERVES SUMMARY successor JUNE 2025.pdf

CITY OF CARSON PORTFOLIO RESERVES SUMMARY Housing JUNE 2025.pdf

Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
June 30, 2025

	Available Cash	Invested Funds
General Fund	$72,623,737.61	$243,883,476.90
Successor Agency (restricted revenue)	$17,554,791.65	$7,714,015.51
Housing Authority (restricted revenue)	$4,642,208.12	$3,000,000.00
Co-Op Agreement (restricted revenue)	$1,863,719.64	

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JUNE 30, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	0.220	4,877,986.59	4,877,986.59	4,877,986.59	2.00
Preferred Premier Cash	MM942	3.500	43,004,129.30	43,004,129.30	43,004,129.30	17.63
Sub Total / Average Cash		3.166	47,882,115.89	47,882,115.89	47,882,115.89	19.63
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	235,978.56	0.10
East/West Bank 3.55 7/23/2025	178064422B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.89
East/West Bank 3.55 7/23/2025	178944242B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.89
East/West Bank 3.55 7/23/2025	178622841A	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.89
East/West Bank 3.55 7/23/2025	1785024444B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.89
East/West Bank 3.55 7/23/2025	178417994B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.89
East/West Bank 3.55 7/31/2025	178011696	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.45
East/West Bank 3.55 7/31/2025	0178225460-L	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.45
East/West Bank 3.55 7/31/2025	0178585526-L	3.550	1,088,513.59	1,088,513.59	1,088,513.59	0.45
East/West Bank 3.55 7/31/2025	0178800198-L	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.45
East/West Bank 3.55 7/31/2025	178002788	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.45
East/West Bank 4.11 11/26/2025	30069-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.15 8/8/2025	178659182L	4.150	1,086,498.51	1,086,498.51	1,086,498.51	0.45
East/West Bank 4.15 8/8/2025	178740303L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
East/West Bank 4.15 8/8/2025	178254698L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
East/West Bank 4.15 8/8/2025	178208467L	4.150	1,085,625.43	1,085,625.43	10,856,254.30	0.45
East/West Bank 4.15 8/8/2025	178712582L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.09
Preferred Bank 4.03 11/26/2025	300691--M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	3000006915-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	300683-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	306119-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	300003703-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.2 1/19/2026	3000023062	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.2 1/19/2026	3000023097	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.2 1/19/2026	3000023070	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.82

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 4.2 1/19/2026	3000023100	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.2 1/19/2026	3000002389	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.25 1/21/2026	3000023194	4.250	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.25 1/21/2026	3000023208	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.25 1/21/2026	3000023186	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.27 9/10/2025	30000007180L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.42 9/10/2025	300007199L	4.420	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 5.14 8/1/2025	6893B	5.140	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 5.14 8/1/2025	6907B	5.140	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	241,383.52	0.10
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	234,705.30	0.10
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	234,557.61	0.10
Sub Total / Average Certificate Of Deposit		3.947	47,910,794.10	47,910,794.10	57,643,047.96	19.64
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	292,374.00	0.12
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	292,410.00	0.12
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	293,490.00	0.12
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	291,108.00	0.12
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	292,107.00	0.12
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	484,280.00	0.21
Sub Total / Average Corporate		1.732	2,000,000.00	1,995,123.52	1,945,769.00	0.82
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.269	26,194,556.70	26,194,556.70	26,194,556.70	10.74
Sub Total / Average Local Government Investment Pool		4.269	26,194,556.70	26,194,556.70	26,194,556.70	10.74
Money Market						
East/West Bank MM	22305	3.300	85,421,940.35	85,421,940.35	85,421,940.35	35.03
Sub Total / Average Money Market		3.300	85,421,940.35	85,421,940.35	85,421,940.35	35.03
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	974,080.00	0.41
FAMC 3 8/15/2025	31422XD74	3.280	1,000,000.00	992,106.27	998,190.00	0.41
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	978,090.00	0.41
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	966,030.00	0.41
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	966,780.00	0.41
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,970,180.00	0.82
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	475,634.29	0.19
FFCB 4 11/1/2029-25	3133ERZD6	4.121	1,000,000.00	994,627.33	1,002,390.00	0.41
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	1,004,620.00	0.41
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	977,190.00	0.41

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	963,170.00	0.41
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	963,550.00	0.41
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	969,840.00	0.41
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	963,350.00	0.41
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	965,230.00	0.41
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	965,540.00	0.41
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	962,590.00	0.41
FHLB 4.25 4/25/2030	3130B65N2	4.250	1,000,000.00	1,000,000.00	999,530.00	0.41
FHLB 4.3 6/18/2030-25	3130B6TR7	4.300	1,000,000.00	1,000,000.00	1,002,080.00	0.41
FHLB 4.5 5/30/2030-26	3130B6JC1	4.500	2,000,000.00	2,000,000.00	2,002,440.00	0.82
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	998,650.00	0.41
FHLMC 4.6 3/6/2030	3134HBBT7	4.600	1,000,000.00	1,000,000.00	998,430.00	0.41
Sub Total / Average US Agency		2.505	23,474,069.86	23,455,569.46	23,067,584.29	9.63
US Treasury						
T-Bond 3.125 8/15/2025	91282CFE6	3.246	1,000,000.00	996,573.44	998,300.00	0.41
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,004,730.00	0.41
T-Note 3 7/15/2025	91282CEY3	4.739	2,000,000.00	1,966,765.62	1,998,940.00	0.82
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	992,970.00	0.41
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	994,840.00	0.41
T-Note 3.875 10/31/2029	91282CFL0	4.070	1,000,000.00	991,456.88	1,004,450.00	0.41
T-Note 3.875 11/30/2029	91282CFY2	4.056	1,000,000.00	991,936.23	1,004,260.00	0.41
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,008,870.00	0.41
T-Note 4 10/31/2029	91282CFT3	4.073	1,000,000.00	996,837.50	1,009,410.00	0.41
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	998,680.00	0.41
Sub Total / Average US Treasury		4.106	11,000,000.00	10,907,422.54	11,015,450.00	4.51
Total / Average		3.452	243,883,476.90	243,767,522.56	253,170,464.19	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JUNE 30, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.500	6,233,934.96	6,233,934.96	6,233,934.96	80.81
Sub Total / Average Cash		3.500	6,233,934.96	6,233,934.96	6,233,934.96	80.81
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.269	1,480,080.55	1,480,080.55	1,480,080.55	19.19
Sub Total / Average Local Government Investment Pool		4.269	1,480,080.55	1,480,080.55	1,480,080.55	19.19
Total / Average		3.648	7,714,015.51	7,714,015.51	7,714,015.51	100

CITY OF CARSON HOUSING AUTHORITY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JUNE 30, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Certificate Of Deposit						
Preferred Bank 4.42 9/27/2025	3000022368	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Preferred Bank 4.42 9/27/2025	3000022333	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Preferred Bank 4.42 9/27/2025	3000022341	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Sub Total / Average Certificate of Deposit		4.420	3,000,000.00	3,000,000.00	3,000,000.00	100.00
Total / Average		4.420	3,000,000.00	3,000,000.00	3,000,000.00	100

Report to Housing Authority

Tuesday, July 15, 2025, 5:00 PM

CONSENT 18.

To: Housing Authority

From: James Nguyen, Special Projects Manager CD Housing & Neighborhood

Subject: CONSIDER APPROVAL OF AN AGREEMENT WITH RSG, INC. TO PROVIDE AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES (HOUSING AUTHORITY)

I. SUMMARY

The City of Carson Housing Authority issued RFP No. 25-018 to solicit proposals from qualified vendors to provide affordable housing compliance monitoring services. The RFP also included a separate mobile home services scope for the City of Carson. The mobile home services scope is considered tonight under a separate report to the City of Carson. Two proposals were received. The firms were reviewed by a panel including the Special Projects Manager, Principal Administrative Analyst, and Assistant Planner. After review, it was determined that RSG, Inc. (RSG) had the most directly applicable experience to meet the needs of the City.

The proposed Contract Agreement is for five years for a not to exceed amount $349,625. RSG's scope of services consists of three general components: (1) Housing Authority Regulatory Reporting, (2) Ongoing Program/Project Monitoring and Compliance, and (3) Other Items / Special Projects as requested. Approximately 692 of affordable housing units are covered under this contract.

II. RECOMMENDATION

TAKE the following actions:

1. **AWARD** and **APPROVE** the contract services agreement with RSG, Inc. for a five year term effective retroactive to July 1, 2025 to provide affordable housing compliance monitoring, reporting and related special projects services for a not-to-exceed contract sum of $349,625.
2. **AUTHORIZE** the Authority Chair to execute the agreement, following approval as to form by the Authority Counsel.

III. ALTERNATIVES

TAKE any other action the Authority deems appropriate

IV. BACKGROUND

Scope of Services

RSG's scope of services consists of three general components: (1) Housing Authority Regulatory Reporting, (2) Ongoing Program/Project Monitoring and Compliance, and (3) Other Items / Special Projects as requested.

(1) Housing Authority Regulatory Reporting.

RSG is able to assist the Authority with the following regulatory reporting as required by applicable laws:

SB 341 Annual Report. Pursuant to redevelopment agency dissolution, SB 341 created a new requirement that successor housing entities provide an annual report that details compliance with the expenditure limitations specified in SB 341 during each five-year compliance period ("SB 341 Report"). The SB 341 Report provides information regarding the Low- and Moderate-Income Housing Asset Fund encumbrances reported on the Housing Asset Transfer form and is submitted to the State's Department of Housing and Community Development ("HCD") each year.

HA Annual Report. Pursuant to Health and Safety Code ("HSC") Sections 34328 and 34328.1, all housing authorities must annually file with their respective city clerks and submit to HCD a complete report of its activities during the previous fiscal year by October 1. As part of the reporting process, a housing authority may make recommendations for legislation or other actions necessary to carry on a program of housing and community development properly in the State.

(2) Ongoing Project / Program Monitoring and Compliance.

Once completed, housing projects and programs require ongoing monitoring to ensure compliance under governing agreements and applicable laws. RSG is able to assist the Authority on matters pertaining to rental increase requests, residual receipt payments, agreement analysis, and any other requests by the Authority, for the properties including: 61-unit Carson Terrace, 91-unit Avalon Courtyard, 149-unit Villaggio I and II, 40-unit Arbor Green, 85-unit Gateway, 105-unit Via 425 Phase I and II apartments, 50- unit Veteran's Village, 65-unit Bella Vita and the 46-unit Carson Arts Colony developments. Services also include monitoring of owner-occupancy units and compliance pursuant to related state and federal regulations, project funding sources and the agreements for each project.

(3) Other Items / Special Projects as requested.

Other Items (As-needed). RSG is able to advise and support staff as needed on affordable housing-related questions or issues as they arise. This includes as needed general staff assistance, project underwriting, subsidy layering analysis, refinancing proposal review, and residual receipts review and analysis.

Over the years, RSG has provided excellent service for the Authority's affordable housing compliance monitoring requirements and their staff are recognized experts in housing compliance monitoring in the state of California. RSG also provides the City of Carson with mobile home rent review services, inclusionary housing, commercial linkage fee studies, and other housing consulting services under separate contracts.

V. FISCAL IMPACT

If all services are utilized, the proposed Agreement will cost the Authority up to $349,625 over a five-year term ending on June 30, 2030. Funds for these services are budgeted under Housing Authority Account No. 255-70-720-964-6004 (CD Housing Professional Services). The existing Housing Authority contract with RSG, which has approximately one year remaining, would be terminated and replaced with this contract.

VI. EXHIBITS

1. Proposed Contract Services Agreement

Attachments

RSG and Housing Authority Compliance Monitoring_Final

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON HOUSING AUTHORITY

and

RSG, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON HOUSING AUTHORITY AND
RSG, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into effective this _____ day of _____, 2025 by and between the CITY OF CARSON HOUSING AUTHORITY, a public body formed under the California Housing Authorities Law (Health and Safety Code Sections 34200, *et seq*.) (sometimes "Authority" or "Housing Authority") and RSG, INC., a California corporation ("Consultant"). Authority and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Authority has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the Authority to perform those services.

C. Pursuant to the City of Carson's Municipal Code, Authority has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Authority entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services

described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Authority, its officers, employees or agents of Authority, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Authority hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the Authority of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such

damages, to persons or property, until acceptance of the work by Authority, except such losses or damages as may be caused by Authority's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

Authority shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the Authority Board. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Authority agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Three Hundred Forty Nine Thousand Six Hundred Twenty Five Dollars and Zero Cents ($349,625.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the Authority. Coordination of the performance of the work with Authority is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City of Carson's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Tara Matthews Principal-In-Charge

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Authority to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of Authority. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify Authority of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind Authority in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Authority. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Authority. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Authority's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be James Nguyen, Special Projects Manager, or such person as may be designated by the Executive Director. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by Authority to the Contract Officer. Unless otherwise specified herein, any approval of Authority required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Executive Director, to sign all documents on behalf of the Authority required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Authority shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required

herein as an independent contractor of Authority and shall remain at all times as to Authority a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority. Authority shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Authority to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Authority. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Authority. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Authority.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Authority, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of Authority:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the Authority submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the Authority requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Authority, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Authority or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Authority, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the Authority. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the Authority with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Authority. Authority reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Authority.

All certificates shall name the Authority as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

Authority, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Authority, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to Authority.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the Authority, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the Authority, its officers, agents, and employees harmless therefrom;

(c) In the event the Authority, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the Authority, its officers, agents or employees, any and all costs and expenses incurred by the Authority, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify Authority hereunder therefore, and failure of Authority to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Authority's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Authority's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Authority ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Authority, the Consultant

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Authority shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to Authority, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the Authority in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the Authority is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Authority and shall be delivered to Authority upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the

Authority's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to Authority of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Authority for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Authority.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than Authority without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Authority Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Authority notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify Authority should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Authority may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Authority to give notice of the Consultant's default shall not be deemed to result in a waiver of the Authority's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes Authority to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Authority for any losses, costs, liabilities, or damages suffered by Authority, and (ii) all amounts for which Authority may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Authority may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Authority to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Authority as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Authority of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) Authority is in default under the terms of this Agreement; (ii) Consultant has given Authority thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) Authority has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of Authority's termination without cause pursuant to this Section, the Authority need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate

such damages), and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. AUTHORITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Authority Officers and Employees.

No officer or employee of the Authority shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Authority or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Authority in the performance of this Agreement.

No officer or employee of the Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against Authority for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Authority.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Executive Director and to the attention of the Contract Officer (with her/his name and Authority title), Carson Housing Authority, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the Authority Board. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

AUTHORITY:

CITY OF CARSON HOUSING AUTHORITY,
a public body formed under the
California Housing Authorities Law

_____
Lula Davis-Holmes, Chairperson

ATTEST:

_____
Dr. Khaleah K. Bradshaw,
Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, Authority Counsel
[rjl]

CONSULTANT:

RSG INC., a California corporation

_____
Name:
Title:

_____
Name:
Title:
Address: 170 Eucalyptus Ave., Suite 200
Vista, CA 92084

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Consultant shall assist in the administration of the City of Carsons Housing Authority Affordable Housing Compliance Monitoring program (Housing Compliance). Consultant will provide long-term compliance monitoring services for 11 multi-family apartments projects (approximately 692 total units), including rent increases, residual receipt payments, agreement analysis, and any task that my be requested by the Authority.

More specifically, Consultant shall provide the below services:

Compliance Monitoring:

- Provide long-term compliance monitoring activities for eleven (11) multifamily apartment projects:
    - 61-unit Carson Terrace;
    - 91-unit Avalon Courtyard;
    - 149-unit Villaggio I and II;
    - 40-unit Arbor Green;
    - 85-unit The Gateway;
    - 105-unit Via 425 Phase I and II Apartments;
    - 50-unit Veteran's Village;
    - 65-unit Bella Vita; and
    - 46-unit Carson Arts Colony.

- Provide monitoring services including renal increase requests, residual receipt payments, agreement analysis, and any other task that may be requested by the Carson Housing Authority;

- Ensure compliance related to both Federal and State regulations. In particular, to ensure compliance with the annual reporting requirements, as well as other project funding sources; and

- Ensure that the compliance monitoring services are specific to the requirements in each project agreement.

Consultant shall:

1. Create income, rent limit, and utility allowance charts for current year and distribute to the Authority and property owners.

2. Collect various monitoring documents, such as tenant income certifications/re-certifications, certificate of continuing program compliance from the owner/manager of the property. This document includes collecting current tenant data for each restricted unit

from the property manager or the owner for all tenants occupying restricted units. This information is to be tracked with an occupancy report and shall include, but not be limited to:

- unit address;
- rental unit number;
- tenant name;
- lease date;
- rent increases;
- move-in and move-out date;
- tenant household composition (names, occupations of all household members);
- household income/assets;
- maximum rent;
- rent paid;
- applicable deductions;
- utility allowance (both basic and energy efficient); and
- whether the unit received Section 8 voucher assistance and the amount of the housing assistance payment.

3. Accurately review income source documentation for new and re-certifying tenants of restricted units.

4. Accurately apply various affordable housing program regulations and requirements to determine whether each of the projects complies, identify how each program differs in the income documentation required and the frequency with which such documentation must be collected from the tenants; and review multifamily housing revenue bond projects for compliance with restrictions established by the Internal Revenue Service.

5. Provide customer service to the property owner and the manager by establishing and maintaining a good working relationship with both and provide training on compliance requirements as needed.

6. Provide the Housing Authority with a compliance report and back-up documentation (i.e. Certificate of Continuing Program Compliance, Occupancy Summary Report, and Tenant Income Certifications including tenant income documentation).

7. Provide additional related services and technical assistance as request by the Housing Authority, including but not limited to, assistance remediating findings of noncompliance.

Residual Receipts:

Consultant shall:

1. Provide financial audit services to the Housing Authority to ensure compliance pursuant to related affordable housing agreements and loan documentation. The review audits would focus primarily on the financial Statements' "Statement of Operations" and related information provided in attached schedules. As part of the financial statement review,

provide a cash flow analysis to determine residual receipt revenue for each project. The cash flow analysis would itemize the rent revenues and other income for the project's operations, and the annual operating expenses paid from the total income received, as well as any other costs including deposits to operating and replacement reserve accounts.

2. Provide review audits of project financial statements to identify significant variances on what was paid versus what should have been paid to the Housing Authority.

3. Calculate periodic payments of principal and interest including deferred interest and ensure that participating payments including residual receipts payments will be made in accordance with the applicable terms and conditions of the agreement for each project.

4. The cash flow worksheet will provide a historic summary of operating cash flows and serve to identify all amounts to be paid to the Housing Authority pursuant to each property's repayment obligation, while also tracking the project's continuing operating feasibility.

5. Be available to meet with both the Housing Authority and the property owners to discuss any variances in the methodology for calculating residual receipt revenue and any other concerns that may arise from review of the Financial Statements and encourage communication that allows both parties to come to resolution on how the calculation should be performed.

Rental Increase Requests:

Consultant shall:

1. Review and issue comments on any proposed rent increases and determine if the intended increase complies with the property owner's controlling documents to ensure that the requested rent increase does not exceed the maximum rental limitation.

2. Provide periodic status updates to the Housing Authority regarding monitoring activities and be available to assist with agreement reviews and any other housing services as needed, upon request.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Authority:

A. Income, rent limit and utility allowance charts.

B. Compliance report and back-up documentation (i.e. Certificate of Continuing Program Compliance, Occupancy Summary Report, and Tenant Income Certifications including tenant income documentation).

C. All audit reports.

D. All cash flow worksheets.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Authority appraised of the status of performance by delivering the following status reports:

A. Periodic status updates to keep Housing Authority informed of monitoring activities.

IV. All work product is subject to review and acceptance by the Authority, and must be revised by the Consultant without additional charge to the Authority until found satisfactory and accepted by Authority.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Tara Matthews, Principal-In-Charge

B. Dominique Clark, Director, Project Manager

C. Rosa Romero, Senior Associate

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(new text is identified in ***bold italics***, deleted text in ~~strike through~~)

I. Section 3.4 (Term) of the Agreement is hereby amended to read as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***five (5)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Annual Rates:

CITY OF CARSON									
AFFORDABLE HOUSING PROGRAM									
	Principal	Director	Senior Associate	Associate	Senior Analyst	Analyst	Research Assistant	Total Hours	Total Cost
Hourly Rate	$305	$295	$250	$205	$185	$170	$145		
Estimated Hours by Activity									
Affordable Housing Compliance Monitoring									
Compliance Monitoring	0	0	55	0	0	80	100	235	$41,850
Residual Receipts Review & Analysis – As needed per project	5	0	15	0	0	15	0	35	$7,825
Rental Increase Requests – As Needed	0	0	30	0	0	0	0	30	$7,500
General As Needed Services	15	15	15	0	0	0	0	45	$12,750
SUBTOTAL	505	730	365	445	185	415	245	1335	$69,925

Year 1:	**$69,925**
Year 2:	**$69,925**
Year 3:	**$69,925**
Year 4:	**$69,925**
Year 5:	**$69,925**
TOTAL:	**$349,625**

Consultant does not charge for travel, mileage (except for fieldwork), parking, phone/fax expenses, general postage, or incidental copies but does charge for messenger services, express mail, and extra report copies beyond five. Reimbursable costs incur a 10% surcharge.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

I. The Housing Authority will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

II. The total compensation for the Services shall not exceed $349,625 as provided in Section 2.1 of this Agreement.

III. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT C-1

BILLING RATES

Fee Schedule

Principal	$ 305
Director	$ 295
Senior Associate	$ 250
Associate	$ 205
Senior Analyst	$ 185
Analyst	$ 170
Research Assistant	$ 145
Technician	$ 120
Clerical	$ 100
Reimbursable Expenses	Cost plus 10%

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the following schedule:

Consultant shall perform all Services in accordance with the needs and requests of the Housing Authority as set forth in Exhibit "A."

II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: James Nguyen, Special Projects Manager CD Administration

Subject: CONSIDER APPROVAL OF AN AGREEMENT WITH RSG, INC. TO PROVIDE MOBILE HOME RENT REVIEW SERVICES (CITY COUNCIL)

I. SUMMARY

The City issued RFP No. 25-018 to solicit proposals from qualified vendors to provide rent review program (Program). The RFP also included a separate housing compliance monitoring service to the Housing Authority. The Housing Authority contract is considered tonight under a separate report to the Housing Authority. Two proposals were received. The firms were reviewed by a panel including the Special Projects Manager, Principal Administrative Analyst, and Assistant Planner. After review, it was determined that RSG, Inc. (RSG) had the most directly applicable experience to meet the needs of the City.

The proposed Contract Agreement is for five years for a not to exceed amount $683,750. A large portion of the costs associated with providing mobile home rent review services are primarily covered by application fees paid by mobile home park owners for fair return and capital improvement rent increases. This proposed Contract also now includes the processing of rent increase applications that are based on the Consumer Price Index ("CPI"). While staff has historically processed these applications, they will now be processed by RSG, thereby allowing staff to focus on other high priority projects for the City. RSG, Inc., has provided the bulk of mobile home rent review services to the City since 2017 and their cost proposal remains most competitive out of the bids received.

II. RECOMMENDATION

TAKE the following actions:

1. **APPROVE** Contract Agreement with RSG for a five year term effective retroactive to July 1, 2025 for a maximum not to exceed amount of $683,750.
2. **AUTHORIZE** the Mayor to execute the Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

Scope of Services

RSG has performed exceptionally well in providing the contracted services, including:

Application Review - RSG is reviewing all fair return and capital improvement rent increase applications to ensure that they are complete and adhere with the Program guidelines. This includes preparing and sending correspondence to the mobilehome park owner informing them if their application has been accepted or rejected. If the application is rejected, RSG details the reason for the rejection and informs the park owner of any deficiencies. In the case of a base rent increase, the application process requires Property Owners to provide sufficient supporting documentation concerning income, operating expenses, and gross profit for each year since the last rental increase application was submitted to the Board. The application must also include information dating back to the purchase of the mobile home park such as: the date and purchase price of the mobile home park along with the rents and net operating income; appraisal and value; the down payment amount; and the total amount of equity in the park at the date of current application.

In the case of Capital Improvement applications, RSG works with the applicant to ensure that all capital improvements meet the definitions detailed in the Program. Determination of allowable Capital Improvement increases are based on amortization schedules identified in the Guidelines and any relevant factors affecting amortization such as the quality of the improvement and external factors that affect its longevity. The calculation of the allowable rent increase is based on the total improvement costs plus interest divided by amortization period (number of years) and then divided by 12 to reflect the monthly payment. A Capital Improvement increase should not be amortized over a period that would yield a monthly per space rent increase greater than 10%.

As stated, new to this contract is the inclusion of the CPI rent increase approval scope. Historically, this scope is completed at staff level. However, due to amount of high priority projects being undertaken, RSG will now assist with staffing level augmentation. CPI rent increase is based on figures published by the federal Bureau of Labor Statistics.

- **Homeowner Noticing -** Once an application is deemed complete, RSG prepares, and sends on behalf of the City, required homeowner notices and is available to answer any question the homeowners may have. RSG is available on-site on a per-determined basis to allow mobilehome park owners and Homeowners an opportunity to review files and ask in-person questions. All written responses must be received and included in the file no later than 10 days before the public hearing.
- **Public Hearing -** A public hearing must be held within 60 days of when RSG deems an application to be complete unless the park owner accepts a waiver. RSG polls Board members to set dates and times for the public hearings if they do not fall on a regularly scheduled meeting date. RSG prepares, and sends on behalf of the City, public hearing notices to affected Homeowners at least 15 days prior to the public hearing date. RSG also prepares staff reports that will be presented to the Board for consideration at the public hearings. The staff report must present all the material facts of each case. For the fair rent increase applications, RSG helps the Board determine the amount that results in both a fair return to the park owners and avoids excessive rent increases for the tenants. For Capital Improvement increase applications, RSG ensures that each file contains supporting documentation to justify the amount of the capital improvement expense. The staff report details options that will help the Board minimize the impact to the residents by selecting options that would reduce interest charges or allow for a one-time upfront fee, which has no interest payment. RSG also attends all public hearings and presents information to the Board.

No public hearings are required for CPI rent applications. Applications are administratively approved by the Community Development Director.

- **Project Management and Coordination** - RSG works very closely with staff to coordinate mobile home rent control efforts. RSG is available for inquiries from the public and questions from homeowners or park owners. RSG is responsible for organization and maintenance of files on the applications as part of these administrative activities. Also, RSG provides bi-weekly status updates to the City to keep them informed of Program activities.

Due to the complexity of the City's Mobile Home Rent Review process and the amount of review and documentation, a specialized contractor with experience and an understanding of the City's process is required to continue to provide this service. Because of its deep experience with Carson's Program, RSG is the only contractor that has both the necessary understanding and experience with the City's process. Staff recommends approval of the Agreement with RSG to continue to provide these services.

V. FISCAL IMPACT

The total cost of the Agreement is $683,750 over five years. Costs associated with providing mobile home rent review services are primarily covered by application fees paid by mobile home park owners for fair return, capital improvement, and CPI rent increases. Occasionally, there will be mobile home rent review services that are not directly related to the processing of rent increase applications. These include services such as general administration of the rent control ordinance and general assistance to mobile home residents and prospective applicants. All costs will be paid from account number: 101-70-720-960-6004 (CD MHRR Board Professional Services).

VI. EXHIBITS

1. Proposed Contract Services Agreement

Attachments

RSG Contract Mobilehome Rent Review_FINAL

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

RSG, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
RSG, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into effective this _____ day of _____, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and RSG, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Six Hundred Eighty Three Thousand Seven Hundred Fifty Dollars and Zero Cents ($683,750.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Tara Matthews	Principal-In-Charge
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be James Nguyen, Special Projects Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

RSG INC., a California corporation

_____
Name:
Title:

_____
Name:
Title:
Address: 170 Eucalyptus Ave., Suite 200
Vista, CA 92084

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

While City staff will be responsible for processing general rent increase applications, Consultant will review and analyze capital improvement and fair return rent increase applications to ensure that they are complete and adhere with the program guidelines.

More specifically, Consultant shall provide the below services:

Application Review:

Review capital and fair return applications to ensure that they are complete and adhere to the Program guidelines. This includes preparing and sending correspondence to Park Owners informing them if their application has been accepted or rejected. If an application is rejected, detail the reason for the rejection and inform the Park Owner of any deficiencies.

1. Fair Return Analysis: A method to determine if a Base Rent increase should be granted more than what is provided for by a general rent increase. A Park Owner may file a claim requesting a Fair Return Analysis if they believe that a Base Rent increase does not allow the Park Owner to earn a fair return on their investment. If a Park Owner requests a Fair Return Analysis, the application must also include information dating back to the purchase of the mobilehome park, such as: the date and purchase price of the mobilehome park along with the rents and net operating income; appraisal and value; the down payment amount; and the total amount of equity in the park and the date of current application.

2. Capital Improvement Applications: Work with applicants to ensure that all capital improvements meet the definitions detailed in the Program. Determination of allowable Capital Improvement increases are based on amortization schedules identified in the program Guidelines and any relevant factors affecting amortization such as the quality of any improvements and external factors that affect their longevity. The calculation of the allowable rent increase is based on total improvement costs plus interest divided by amortization period (number of years) and then divided by 12 to reflect the monthly payment. A Capital Improvement increase should not be amortized over a period that would yield a monthly per space rent increase greater than 10%.

Consumer Price Index Rent Increase Applications:

Consultant shall process Consumer Price Index rent increase applications.

Homeowner Noticing:

Once an application is deemed complete, prepare and send required Homeowner notices on behalf of the City and be available to answer any question the Homeowners may have. Be available for on-site visits as needed and scheduled to allow Park Owners and Homeowners an opportunity to review files and ask questions in person. All written responses must be received and included in the file no later than 10 days before the public hearing.

Public Hearings:

A public hearing before the Mobilehome Rent Review Board ("Board") must be held within 60 days of an application being deemed complete, unless the Park Owner accepts a waiver.

Consultant shall:

- Poll Board members to set dates and times for public hearings if they do not fall on a regularly scheduled meeting date;
- Prepare and send public hearing notices on behalf of the City to affected Homeowners at least 15 days prior to the public hearing date;
- Prepare staff reports that will be presented to the Board for consideration at public hearings. The staff report must present all the material facts of each case. The staff report must present all the material facts of each case. Staff reports must detail options that will assist the Board minimize the impact to the residents by selecting options that would reduce interest charges or allow for a one-time upfront fee, which has no interest payment;
- For Fair Return applications, prepare multiple analyses based on the Manufactured Home Park Net Operating Income (MNOI), Gross Potential Multiplier (GMP), and Consumer Price Index (CPI) analyses to help the Board determine the amount of potential increase and help the Board determine that their decision results in both a fair return to the Park Owners and avoid excessive rent increases for the tenants;
- For Capital Improvement increase applications, ensure that each file contains supporting documentation to justify the amount of the Capital Improvement expense; and
- Attend all public hearings and present information to the Board.

Project Management and Coordination:

Consultant shall:

- Be available for office hours as needed;
- Work closely with staff responsible for the general rent increase applications to ensure that communication between parties is maintained;
- Be responsible for the organization and the maintenance of files on the applications as part of administrative activities; and

- Provide periodic status updates to the City to keep them informed of Program activities when applications are being processed.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Staff reports, as needed.

B. Maintenance of Net Operating (MNOI), Graduated Payment Mortgage (GPM), and Consumer Price Index (CPI) analyses for Fair Return applications.

C. Public hearing notices.

D. Homeowner notices.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Reports to keep City informed of Program activities when applications are being processed.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Tara Matthews, Principal-In-Charge

B. Dominique Clark, Project Manager

C. Rosa Romero, Senior Associate

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(new text is identified in ***bold italics***, deleted text in ~~strike through~~)

I. Section 3.4 (Term) of the Agreement is hereby amended to read as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***five (5)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Annual Rates:

CITY OF CARSON									
AFFORDABLE HOUSING PROGRAM									
	Principal	Director	Senior Associate	Associate	Senior Analyst	Analyst	Research Assistant	Total Hours	Total Cost
Hourly Rate	$305	$295	$250	$205	$185	$170	$145		
Estimated Hours by Activity									
Mobilehome Rent Review Applications									
Fair Return – Park w/1 to 150 Spaces (assuming 1 application)	15	40	0	25	0	10	0	90	$23,200
Fair Return – Park w/151 + Spaces (assuming 1 application)	20	55	0	35	0	10	0	120	$31,200
Capital Improvement (assuming 3 applications)	15	75	0	60	0	15	0	165	$41,550
Project Management and Coordination	40	40	0	0	0	40	0	120	$30,800
SUBTOTAL	395	505	250	325	185	245	145	495	$126,750

*Pricing for processing Consumer Price Index rent increase applications at $10,000 per year as detailed in the Scope of Services is not included in the above pricing chart. Those costs are listed below.

Year 1:	**$126,750**	**$10,000***	
Year 2:	**$126,750**	**$10,000***	
Year 3:	**$126,750**	**$10,000***	
Year 4:	**$126,750**	**$10,000***	
Year 5:	**$126,750**	**$10,000***	
SUBTOTAL:	**$633,750**	**$50,000***	**TOTAL: $683,750**

Consultant does not charge for travel, mileage (except for fieldwork), parking, phone/fax expenses, general postage, or incidental copies but does charge for messenger services, express mail, and extra report copies beyond five. Reimbursable costs incur a 10% surcharge.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $683,750 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"

BILLING RATES

Fee Schedule

Principal	$ 305
Director	$ 295
Senior Associate	$ 250
Associate	$ 205
Senior Analyst	$ 185
Analyst	$ 170
Research Assistant	$ 145
Technician	$ 120
Clerical	$ 100
Reimbursable Expenses	Cost plus 10%

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

Consultant shall perform all Services in accordance with the needs and requests of the City including on an on-call basis as set forth in Exhibit "A."

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVING AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT WITH CHOURA VENUE SERVICES, TO INCREASE THE CONTRACT SUM AND EXERCISE A ONE-YEAR EXTENSION TO THE TERM OF THE AGREEMENT

I. SUMMARY

On December 6, 2022, the City Council approved Contract No. 23-022 with Choura Venue Services, a California corporation (Choura), to provide on-call catering services at the Carson Event Center (Center) for an initial three-year term (Exhibit No. 1; "Contract No. 23-022"). On May 2, 2023, the City Council approved Amendment No. 1 to Contract No. 23-022, which updated the payment method for City-sponsored and City co-sponsored events, requiring that all catering costs for these programs be billed by Choura and paid separately by the City, rather than taken out of the monthly "rent" payable by Choura to City. This "rent" was/is based on a percentage of Choura's proceeds from patrons for catering services performed at the Center. These costs are and will be included in each adopted annual budget with a not-to-exceed amount of $172,000.00, or prorated portion thereof, for each fiscal year for a total not-to-exceed amount of $473,000 over the initial contract term through December 31, 2025 (Exhibit No. 2; "Amendment No. 1).

The proposed Amendment No. 2 (Exhibit No. 3) will accomplish two things: First, it will increase the not-to-exceed Contract Sum by $110,000 to authorize additional funding for services for City-sponsored and co-sponsored events and programs for the remainder of this calendar year, as the Contract Sum has been exhausted faster than anticipated due to increased demand for such services; Secondly, it will exercise the first of two (2) optional one-year extensions, thereby extending the term of Contract No. 23-022 (which is currently scheduled to expire at the end of 2025) through December 31, 2026, with a corresponding Contract Sum increase of $220,000.00 to authorize services for the one-year extension period. The two proposed changes collectively would increase the Contract Sum by $330,000.00. The current Contract Sum is $473,000.00, so approval of Amendment No. 2 would increase the total not-to-exceed Contract Sum to $803,000.00 over the extended 4-year term of the contract.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 to Contract No. 23-022 between the City of Carson and Choura Venue Services (Exhibit No. 3; "Amendment No. 2"); and
2. AUTHORIZE the Mayor to execute Amendment No. 2, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

On December 6, 2022, City Council approved Contract No. 23-022 with Choura to provide on-call catering services at the Carson Event Center for an initial term of three (3) years. On May 2, 2023, City Council approved Amendment No. 1, which updated the payment method for City sponsored and City co-sponsored events to require that all catering costs for City sponsored or co-sponsored events be billed by Choura and paid separately by the City, rather than taken out of the monthly "rent" payable from Choura to City.

The proposed Amendment No. 2 will increase the Contract Sum for the remainder of the calendar year by $110,000.00 due to increased demand for catering services for City sponsored or co-sponsored events or activities. This circumstance expended the Contract Sum faster than anticipated, well before the scheduled expiration of the initial three-year term on December 31, 2025. Additionally, staff is requesting that the City Council consider exercising the first of two (2) one-year extensions, for the period January 1, 2026, through December 31, 2026, at a cost of $220,000.00. Staff believes that this amount will sufficiently cover the anticipated demand for catering services over the course of the one-year extension.

Therefore, staff recommends that the City Council approve Amendment No. 2 for an increase of $330,000.00 to the not-to-exceed Contract Sum in order to authorize funding for services through December 31, 2026. The current Contract Sum is $473,000.00, so approval of this Amendment will revise the total not-to-exceed Contract Sum to $803,000.00 over the 4-year term (including the proposed one-year extension period) of the contract.

V. FISCAL IMPACT

Funds for this service were included in the adopted FY 2025/26 budget, and will be incorporated in future budgets in Account No. 101-90-930-101-6004.

VI. EXHIBITS

1. Contract No. 23-022
2. Amendment No. 1 to Contract No. 23-022
3. Proposed Amendment No. 2 to Contract No. 23-022

Prepared by: Michael Whittiker, Director of Community Services/Recreation/Park Maintenance and Toni Costanzo, Senior Administrative Specialist

Attachments

Contract No. 23-022.pdf
Amendment No. 1 to Contract No. 23-022.pdf
(Proposed) Amendment No. 2 to Contract No. 23-022.pdf

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND CHOURA VENUE SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of January, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and CHOURA VENUE SERVICES, a California corporation ("Consultant" or "Caterer"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Zero Dollars and No Cents ($0.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be

detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's

determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Dan D'Sa, Vice President, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Bobby Grove, Community Services Superintendent, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is

used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail

return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to

Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the

Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

CHOURA VENUE SERVICES, a California corporation

By: _____
Name: James Choura
Title: CEO

By: _____
Name: Daniel D'Sa
Title: President
Address: 4101 E. Willow St.
Long Beach, CA 90815

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

CHOURA VENUE SERVICES, a California corporation

By: James Choura
Name: James Choura
Title: CEO

By: _____
Name: Daniel D'Sa
Title: President
Address: 4101 E. Willow St.
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Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 12/29th, 2022 before me, Jean Pierre Rueda notary public, personally appeared Daniel Dsa and James Chouna, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

JEAN PIERRE RUEDA
Notary Public - California
Los Angeles County
Commission # 2398279
My Comm. Expires Mar 24, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. General. Caterer shall supply food, beverages and labor needed to cater each event held at the Carson Event Center ("Center") for which the Contract Officer authorizes Caterer's services pursuant to Section II of this Exhibit. Areas of service may include: (i) Main Hall ABC; (ii) Carson Dominguez Room; (iii) West Wing Lounge; (iv) East Wing Activity Room; (v) East Wing Lounge; (vi) Room 206; (vii) Room 209; (viii) Atrium; (ix) Patio/Garden; (x) City Council Chambers (City Hall); and (xi) other areas as designated by the Contract Officer.

When a Patron books a room reservation with the City for an event to be held at the Center and wishes to have catering services at the event, the City will select from among its on-call catering contractor(s) to provide the catering services for the event. Caterer is one such on-call catering contractor; the City reserves the right to retain additional on-call catering contractors at any time. The selection of whether or which on-call catering contractor to use for any event will be made by the Contract Officer in his/her sole discretion, after considering the preferences of the Patron (if applicable). For events for which Caterer's services are authorized pursuant to Section II of this Exhibit, the Patron will pay Caterer directly for the catering services provided at the event, and Caterer will then pay City a portion of the proceeds, calculated at the rates set forth in Exhibit "C". Additionally, the City may approve on-call catering services to be provided by Caterer for City events or activities, in which case the City will compensate the Contractor at the applicable prices and discount rates set forth in Exhibit "C".

Caterer's services for each catered event shall generally include food and beverage preparation and sales, food setup, serving and clean-up at Center facilities as authorized/directed by the Contract Officer. Center facilities of which Caterer will have use for each catered event will generally include one kitchen and one associated storage room, as determined by the Contract Officer. Within two (2) hours from the end of an event, Caterer shall have completed all clean-up obligations, removed all its materials, and exited the premises. Menus and menu items shall be as set forth in the menu materials provided in Consultant's proposal (the "Proposal") submitted in response to City's Request for Proposals No. 22-013 (the "RFP"), provided Caterer may make reasonable substitutions when market conditions dictate or for any reason beyond Caterer's control, upon notice to the Contract Officer. The Proposal is incorporated into this Agreement by reference as though fully set forth herein, provided that in the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern.

B. Food & Beverages

1. Caterer shall supply high quality food and beverages. Caterer shall only serve food and beverages approved by the United States Food and Drug Administration (FDA) for those types of food subject to such FDA approval.

2. All cakes, rolls, pies and other breads and pastries shall be made from scratch and baked by Caterer. All salads, including but not limited to, potato salad, coleslaw and fruit salad, and all salad dressings shall be made from scratch by Caterer. Frozen foods shall not be used in preparing entrée meals.

3. The amount of food served per person shall be a minimum of 8 ounces for breakfast and 18 ounces for lunch and dinner.

4. All foods shall be stored at proper temperatures to prevent spoilage and served at temperatures suitable for consumption. Beverages are to be served fresh and at the temperature required for the particular product. Unless otherwise required or specified by the producer of the product, hot beverages shall be served at 150°F and cold beverages at 45°F. City reserves the right, in its sole discretion, to restrict beverage sales to non-alcoholic beverages at any particular time.

5. Caterer shall offer for-sale-only foods and beverages of such quality as judged acceptable by City. All of the products served at or through the Center shall be fresh and appealing in appearance. All entrees, vegetables and salads are to be prepared and/or cooked in the kitchens within two hours of scheduled service. Substitutes for advertised products, fillers, dilutants, or reductions in size of standard manufactured or processed products shall not be permitted.

6. City shall have the right to inspect and approve in the presence of the Caterer, all products to be sold by Caterer. Any products found not to be in compliance with the requirements of this Agreement will be subject to rejection by City. In the event City should reject any product, it shall be immediately removed from the premises and shall not be returned for sale.

C. Disposition of Excess Food. Caterer shall make provisions to allow leftover prepared food to be removed from the Center if requested by the Patron; otherwise, the extra food should be made available to local shelters where it is practical to do so without spoilage occurring.

D. Inventory and Service Capability. Caterer shall keep and maintain adequate kitchen inventory, including but not limited to, cookware (pots, pans, utensils, etc.) and other materials sufficient to operate the Center's two commercial kitchens and to serve a minimum of 1,500 persons at a sit-down style dinner at any one time, including:

1. Formal serviceware (dishes, flatware, stemware, linens, etc.) shall be of high quality as determined by the Contract Officer. All replacement serviceware shall be provided as necessary and be of equal high quality.

2. Adequate off-site refrigeration space to accommodate the storage, until needed, of perishable food products and other items which may originate from outside the Center's kitchens.

3. One delivery vehicle in good working order with adequate refrigeration equipment for delivery of food products and necessary supplies.

4. Any other equipment necessary to adequately perform the services in the manner required under this Agreement.

It shall be the duty and responsibility of Caterer to maintain its equipment and materials in fine working order and condition throughout the life of this Agreement.

E. Concessions. When authorized by the Contract Officer pursuant to Section II of this Exhibit, Caterer shall also provide concession service at the Center. The concession service may include breakfast, lunch, dinner, and beverage items, and may be for multiple consecutive days, depending on the City's request (which based be based on Patron requests or preferences, if applicable). Caterer may negotiate concession menu prices and fees with Patrons, where applicable, provided such prices and fees are approved by the Contract Officer before implementation.

F. Maintenance Plan. Caterer shall, at its sole cost and expense, implement a maintenance plan applicable to each instance of Caterer's use of the Center facilities hereunder, which shall be subject to the following requirements:

1. Caterer shall clean the areas utilized in performing its services, plus all items including linen, tableware, dishes, cooking equipment and other cooking items utilized by Caterer in performing its services. Caterer's regular maintenance shall include clean-up of the kitchens, food preparation and service areas after all catered functions. All clean-up of banquet rooms must be completed before the facility is closed for the night.

2. Caterer is required to provide appropriate refuse containers for use in function areas. After each function, all garbage, including that which has been placed in permanent City containers, shall be removed and placed in the location and in the containers designated by the Contract Officer. City shall be responsible for removal of garbage from the premises. Caterer shall be responsible for keeping the location where Center' s garbage bins are located in a neat and clean condition at all relevant times.

3. Clean-up shall proceed expeditiously after each function so as to allow Center staff a reasonable opportunity to prepare the function space for reuse. Should it be necessary, in the judgment of the Contract Officer, for Center to be cleaned by City following a function, City may bill Caterer for such service at its normal hourly rate.

4. Caterer shall clean-up any food and beverage spills occurring in the Center in connection with a catered event hereunder and must inform Center staff of the spill immediately.

5. Caterer shall purchase and pay for all soaps and detergents required to operate the Center' s two dishwashers in connection with catered events hereunder.

6. Caterer shall maintain the kitchens in such condition as would receive an "A" rating from the Los Angeles County Health Department in the event of an inspection during Caterer's performance of services hereunder.

7. Should Caterer cause or allow a violation or infraction to occur of the Los Angeles County Health Code, Caterer shall respond to any notice of violation or infraction and correct the condition that is the subject of the violation or infraction within three (3) business days; provided that in the case of a violation or infraction which cannot with diligence be remedied or cured within such three (3) business day period, Caterer shall have additional time as approved by the Contract Officer as reasonably necessary to remedy or cure such violation or infraction.

Such maintenance plan shall exclude regular building maintenance, which shall be performed by the City' s Center staff.

G. Hours/Availability. During all regular operating hours of the Center, Caterer shall be available to respond in real-time to all inquiries or requests of Patrons or potential Patrons directed to Caterer regarding catering services at the Center. Caterer shall not limit requests or responses to an appointment-only basis. When present at the Caterer Office, Caterer shall accept all walk-in Patrons or potential Patrons who require assistance. In all circumstances, Caterer shall provide prompt and professional responses to the Center's Patrons and staff.

H. Staffing. Caterer must at all times be adequately staffed to fulfill its obligations set forth in this Agreement, and to otherwise conduct the Caterer's business in an efficient and professional manner pursuant to this Agreement. Caterer is responsible for all compensation and related costs for its staffing, including salary, benefits, payroll taxes, etc. To the greatest extent feasible, Caterer shall endeavor to employ residents of the City of Carson in the rendering of the services required by this Agreement. All solicitations for employment arising in whole or in part out of the execution of this Agreement, whether full- or part-time, new or replacement hires, shall be listed with the Carson Career Center Information on how to list employment opportunities with these agencies may be obtained at City Hall.

I. Availability; Cleanliness; Conduct. Caterer's kitchen staff shall be made available on an as-needed basis 365 days per year, excluding recognized City holidays, at the following hours (except as otherwise directed by the Contract Officer): (i) Mondays-Thursdays: 7AM-10PM; (ii) Fridays-Saturdays: 7AM-2PM; and (iii) Sundays: 7AM-10PM. Employees of Caterer shall at all times be neatly and cleanly uniformed at no expense to City. Caterer's employees must meet all sanitary standards prescribed for restaurant employees. Caterer' s owners and employees shall not, either by act or language, offend or disturb Patrons of normal sensitivity during the course of providing services at a

Center function. Caterer's employees shall not interfere with a program or special event presented during a Center function. The Contract Officer shall be the sole judge in the determination of such matters. Caterer will provide an adequate number of personnel in the facility to properly service and attend to the Patrons.

J. Refunds. Any and all new contracts or agreements between Caterer and Patrons related to catering of functions at the Center shall provide that any deposits made by Patrons in advance to reserve catering services for a function at the Center shall be refundable in accordance with a Caterer policy that is substantially consistent with City's refund policy for reservations for use of Center facilities as set forth in the City's "Carson Event Center - Rules Regulations, and Conditions of Use," as said City rules may be amended from time to time (the "Rules and Regulations"). Notwithstanding the foregoing, Caterer's policy for refunding catering deposits may be more lenient, but not more stringent, with respect to payment of refunds to Patrons than City's policy for refunding Center facility use deposits. Caterer's failure or refusal to pay a refund in accordance with such policy or this provision shall constitute a default under this Agreement by Caterer, and complaints from Patrons regarding failure or refusal of Caterer to pay a refund in accordance with such policy or this provision shall be deemed to be of a serious nature pursuant to subsection L of this Section I, below. In the event of a change to the Rules and Regulations, the City shall provide notice of same to Caterer, and upon such notice the amended version of the Rules and Regulations shall automatically be deemed incorporated into this Agreement without the need for approval of an amendment hereto.

K. Complaints. Consultant shall respond promptly to all complaints from Patrons and shall report to the City on each complaint and the resolution thereof. If the Contract Officer believes a complaint to be of a serious nature, the Contract Officer will notify Caterer and direct Caterer to resolve the complaint. Caterer shall respond to such notification within four days and shall make best efforts to resolve the complaint within 30 days, unless further time is granted by the Contract Officer. Accumulation of an unreasonable number (as determined by the Contract Officer) of unresolved serious complaints at any one time shall be considered a default of Consultant under this Agreement. Determination of the seriousness of complaints shall be at the reasonable discretion of the Contract Officer. The foregoing applies to all Patron complaints, irrespective of whether City receives the complaint directly from a Patron or whether City receives notice of the complaint from Consultant.

L. City Facilities and Equipment. Caterer shall exercise all reasonable care in its use of City-owned property or equipment hereunder and shall promptly notify City of any equipment which requires repair or non-routine maintenance. Caterer shall be solely responsible for any damage or loss, other than normal wear and tear, arising out of or from Caterer' s use of any City-owned property or equipment used by Caterer during the course and scope of this Agreement. If any City-owned property or equipment is damaged, lost or destroyed, Caterer shall replace the same or pay City the cost of repair or cost of replacement of such property to City within 30 days of discovery of the loss or damages. Notwithstanding the foregoing, Caterer understands and acknowledges that the City has the sole right to control, operate and manage the Center and other City facilities at all times.

M. Caterer Office. At times during which Caterer is catering an event at the Center pursuant to this Agreement, City will, upon request of Caterer, provide Caterer with one cubicle designated by the Contract Officer within the Center that may be used by Caterer only in connection with the provision of services under this Agreement, and any personal calls on City telephones shall be reimbursed by Caterer to City. Additionally, a room will be made available at times approved by the Contract Officer for Contractor to meet with clients (collectively with the cubicle, "Caterer Office"). Contractor shall schedule space usage with the Contract Officer in advance, and the decision as to when and what space will be provided shall be in the sole discretion of the City's Contract Officer.

N. Caterer's services, menus, brochures, and overall quality shall be not less than reflected in Caterer's Proposal."

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

A. Dan D'Sa, Vice President

B. Ruben Gonzalez, Executive Chef

C. Rachael A. Barcza, Director of Administration

D. Carlos Gutierrez, Director of Operations

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

I. Section 2.2 (Invoices) of the Agreement is hereby replaced in its entirety with the following:

"For events occurring on the 1st through 15th of any month, Consultant shall provide the Contract Officer with a copy of each catered event invoice within three business days after the 15th of the month, and for events occurring on the 16th through 31st of the month, Caterer shall provide the Contract Officer a copy of each invoice within three business days after the last day of the month. Should the Contract Officer request a copy of the invoice from a specific event, that invoice shall be provided within three business days of the request. Caterer shall also provide City within 15 calendar days after the end of each calendar month or after the request of the Contract Officer, a user fee report showing total sales pursuant to this Agreement for such calendar month, together with payment based on the percentages set in Exhibit "C", regardless of whether Consultant has been paid for such sales. Any refunds, discounts or adjustments given by Consultant from the total sales amount for any event shall be reflected on the event invoice."

II. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ year***s*** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit 'D'). ***The City has the option, at its sole discretion, to extend the term of the Agreement by up to two (2) additional years, in one (1) year increments, at the same rate of compensation as set forth in Exhibit "C" for the initial three-year term.***"

III. Section 6.1 (Records) is hereby replaced with the following:

"6.1 Books and Records.

A. Caterer shall maintain a system of books and records in accordance with generally accepted accounting principles showing all Caterer' s revenues received and promotional expenses incurred in connection with the performance of the services herein. City and its authorized agents may inspect or audit such books and records at any time during regular business hours upon 24 hours' notice. Said records shall be kept for not less than two years after the expiration of the term of this Agreement and any extensions thereof.

B. At a minimum, Caterer must be able to furnish City with an invoice system that accounts for all invoices relative to the Center in numerical sequence. The proposal must also provide for a monthly sales report which includes the following components:

1. A separate report whereby all sales are accounted for by Patron name (or identifying City if applicable).

2. A separate report whereby all sales are accounted for by invoice number.

3. Both reports should reflect the total sales in each of the areas where City receives a commission as referenced in Exhibit "C" of this Agreement. All meal items are also to be listed in detail as to what was served (e.g. filet mignon, not "second entree").

4. The record keeping system must be capable of indicating adjustments or discounts applied to an invoice including the amount and justification for the adjustment or discount. City must also be given a copy of the Patron order form showing all prices applicable to the services being provided to the Patron.

5. City reserves the right to audit and recompute the reports submitted by Caterer. If, after audit, such audit or recomputation indicates an underpayment to City of less than three percent, Caterer shall pay to City the amount of the underpayment within ten days of receipt of written notice from City that such is the case. If, after audit, such audit or recomputation indicates an underpayment of three percent or more, Caterer shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recomputation within ten (10) days of receipt of written notice from City that such is the case. If, after audit, such audit or recomputation indicates an overpayment, City shall notify the Caterer in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recomputation."

IV. A new Section 7.6 (Performance Bond) is hereby added to the Agreement to read in its entirety as follows:

"7.6 Performance Bond.

A. On or prior to the effective date of this Agreement, Caterer shall secure, and throughout the term of this Agreement shall maintain in full force and effect, a performance or surety bond to guarantee and assure the timely and complete performance of its obligations hereunder in an amount no less than $100,000.00 fully prepaid and renewable for each year of the term. Caterer shall ensure that the bonding company provides the City with notice of non-renewal within ten days of any non-renewal. Such bond shall be in substantially the form of commercial blanket bond form, naming the City as obligee and providing at least 30 days prior notice of any cancellation. Caterer shall procure such bond from underwriters approved by the Contract Officer, licensed in California, rated not less than " A-7" by A.M. Best Company, Inc. The form of the bond and the surety are subject to the approval of City' s Risk Manager and the City Attorney. The condition of the performance bond shall be such that if Caterer shall well and truly perform the covenants, promises, undertakings and obligations contracted by Caterer to be performed under this Agreement, then the obligation of the bond shall be void; otherwise it shall remain in full force and effect. Said bond shall terminate and be canceled upon the completion of all of Caterer' s obligations under this Agreement. City shall execute and deliver to Caterer or Caterer' s surety company promptly upon Caterer' s completion of all of its obligations under this Agreement such certificates or other documents as either of them may reasonably request for the purpose of

terminating and canceling such performance bond by no later than 30 days after the end of the term.

B. City shall have the right to draw against the performance bond in the event of default by Caterer of this Agreement. Within five calendar days of receipt of notice from City, Caterer shall renew or replace such sums of money as needed to bring the performance bond to its original amount of $100,000.00."

V. A new Section 7.7 (Liquidated Damages) is hereby added to the Agreement to read in its entirety as follows:

"7.7 Liquidated Damages.

In the event any user fees, fee charges, or other money payments which Caterer has agreed to pay under this Agreement, or any part thereof, are unpaid after the date specified for such payments, Caterer shall pay to City 21% per annum of the outstanding balance as liquidated damages for each week that such balance remains outstanding. Such liquidated damage amount shall be imposed beginning on the first day of each week in which any payment is late. The amount of liquidated damages imposed per week shall not be prorated, regardless of whether the payment is submitted within the week for which the liquidated damage amount is paid. Additionally, City may impose $500.00 per week in liquidated damages if the monthly reports required under Section 2.2 of this Agreement are submitted late, which liquidated damages shall be imposed beginning on the first day of each week in which the reports are late. Each such $500.00 in liquidated damages shall apply per week and not be prorated, regardless of whether the reports were submitted within the week for which a penalty is paid. The parties agree that the liquidated damages sums set forth in this section are reasonable approximations of the actual damages which the parties presently anticipate would result from Caterer's breach of such obligations, and thus are inserted here not as penalties but for the sole purpose of avoiding the difficulties of proof of the actual damages."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall be compensated for the services in the form of the revenue collected from Patrons for catered events hereunder net of a user fee payable monthly to the City as set forth in Section 2.2, which fee shall be calculated as a percentage of gross sales (excluding sales tax and gratuities) as follows:**

Type	Percentage
Alcoholic beverages	30%
Food and non-alcoholic beverages	22%
Rentals, excluding sales using outside contract services	20%
Off-premises sales of food and beverages where Center Facilities are used by the contractor for storage, handling, and/or preparation	20%
Rentals where Patrons rent equipment, supplies, and/or other non-City furnishings, fixtures, and/or amenities directly from the contractor	10%
City-sponsored events and City-affiliated organizations	0

"Gross sales," as used herein, shall mean all the money or other things of value received by or owed to Consultant for the food and/or beverages provided prior to any adjustments or refunds given by Consultant to Patrons, and include any uncollected or uncollectible accounts.

II. **Caterer's pricing to Patrons shall be as set forth in the cost proposal/menu materials attached to Consultant's Proposal. Menu prices for catered events shall include all costs for catering services except sales tax and voluntary gratuity. To cover service charges , a 22% production fee is included in all menu pricing for catering services. Neither the production fee for any of the base menu item prices may be increased without prior written approval of the Contract Officer. City residents shall receive a 5% discount off all food and non-alcoholic beverage menu item prices. City events (including City-sponsored or co-sponsored events) or activities and City-affiliated organizations shall receive a 20% discount off all catering services/menu pricing. The City will provide and update a list of City-affiliated organizations. No other discounts (including extra, uncharged menu items) shall be provided without prior City Council approval.**

III. **Any costs for catering services incurred by City for City sponsored or co-sponsored events or activities shall be deducted from the monthly user fee due to City under this Agreement. In the event such costs exceed the use fee due to City in any given month, the amount due Consultant shall be held over to the next month and deducted from the user fee for that month, and so on; in no event shall the City be obligated to make a monetary payment to Consultant for the aforementioned costs unless there is a net balance owing to Consultant upon termination or expiration of this Agreement, in which case said amount shall be paid upon applicable City approval.**

IV. **Rental equipment from Consultant is available for rental by City or Patrons on an event-by-event basis for the following prices (per event):**

Chiavari Chairs	$5 per chair
Uplights	$200 for 10 lights
Lounge Furniture	$500 for couch, table & 10 chairs

V. **Caterer shall arrange for and collect all billings and payments from Patrons hereunder and shall remit payment to the City in accordance with Section 2.2 of this Agreement.**

VI. **The total compensation from City for the Services shall not exceed $0.00, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services timely in accordance with the applicable Task Proposal, the provisions of this Agreement, and any schedule of performance approved by the Contract Officer hereunder that is consistent with the foregoing.**

II. **The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

CHOUVEN-02 SMARSHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0211234 Alandale Insurance Agency 11022 Winners Circle Suite 100 Los Alamitos, CA 90720	CONTACT NAME: Stacy Marshall PHONE (A/C, No, Ext): (562) 493-3521 FAX (A/C, No): E-MAIL ADDRESS: stacy@alandale.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : AIX Specialty Insurance Company — 12833
INSURED Choura Venue Services 4101 East Willow St Long Beach, CA 90815	INSURER B : West American Insurance Company — 44393
	INSURER C : Starnet Insurance Company — 40045
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	L14H27575802	6/30/2022	6/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LIQUOR LIABILIT	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAW58947865	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	BNUWC0157368	6/30/2022	6/30/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Liquor Liability			L14H27575802	6/30/2022	6/30/2023	Liquor Liability	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its elected and appointed officers, employees, volunteers and agents are are named as additional insured, with Primary and Non-contributory wording and waiver of subrogation applies as their interest may appear when required by contract per endorsements . *30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium;

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
9/7/2022

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: L14H27575802

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: L14H27575802

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: L14H27575802

COMMERCIAL GENERAL LIABILITY
CG 24 07 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:
All food and beverage products

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: L14H27575802

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
All persons or organizations where required by written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

SUBJECT	PROVISION NUMBER
ACCIDENTAL AIRBAG DEPLOYMENT	12
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	20
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	14
BODILY INJURY REDEFINED	24
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EXTRA EXPENSE - BROADENED COVERAGE	10
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LOAN / LEASE GAP (Coverage Not Available In New York)	15
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PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	17
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PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT OR WRITTEN AGREEMENT	23
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TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	18
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	19
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	21

SECTION II - LIABILITY COVERAGE is amended as follows:

1. **NEWLY FORMED OR ACQUIRED SUBSIDIARIES**

   SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

   d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

   (1) Is a partnership or joint venture; or

   (2) Is an "insured" under any other automobile policy except a policy written specificall y to apply in excess of this policy; or

   (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

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Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 23, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

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a. You hire, rent or borrow; or

b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) $50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

d. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

e. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. **TOWING AND LABOR**

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing** , is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $75 per disablement.

b. For "light trucks", we will pay up to $75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks", we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. **PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of $50 per day and a maximum limit of $1,500.

9. **RENTAL REIMBURSEMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage , is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

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d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B.**

10. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

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15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph **C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
   - **a.** Overdue payments and financial penalties associated with those payments as of the date of the "loss";
   - **b.** Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
   - **c.** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
   - **d.** Transfer or rollover balances from previous loans or leases;
   - **e.** Final payment due under a "Balloon Loan";
   - **f.** The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
   - **g.** Security deposits not refunded by a lessor;
   - **h.** All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
   - **i.** Any amount representing taxes;
   - **j.** Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

   An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- **a.** In the charge of an "insured";
- **b.** Legally parked; and
- **c.** Unoccupied.

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The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible , it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS , Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) Member, if you are a limited liability company;

(4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

(a) How, when and where the "accident" or "loss" took place;

(b) The "insured's" name and address; and

(c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph **B.7. Policy Period, Coverage Territory** , is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

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This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS** , Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

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POLICY NUMBER: BNUWC0157368

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (Blanket)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.020000 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

State	Description
CA	Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 6/30/2022 Policy Number: BNUWC0157368 Endorsement No.: 1

Insured Name: Choura Venue Services Insurance Company: StarNet Insurance Company

Countersigned By

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and CHOURA VENUE SERVICES, a California corporation ("Caterer") is effective as of the 1st day of April, 2023.

RECITALS

A. City and Caterer entered into that certain Agreement for Contract Services effective January 1, 2023 ("Agreement"), whereby Caterer agreed to provide on-call catering services for functions held at the City's Juanita Millender-McDonald Community Center, and for Caterer to receive compensation through the sales generated from patrons from such functions net of a user fee payable monthly to the City for non-City functions. The Agreement also authorized City to procure Caterer's services for City sponsored or co-sponsored events or activities at a 20% discount rate, with the costs incurred by City for such services to be deducted from the monthly user fees due to City as detailed in Section III of Exhibit "C" (Schedule of Compensation).

B. Subsequent to effectiveness of the Agreement, City staff determined that this method of compensation for City sponsored or co-sponsored events or activities creates accounting, purchasing and personnel-related complications for the City and does not conform to best practices from a City financial tracking, accounting or recordkeeping perspective. Accordingly, City staff determined that Caterer's service charges for City sponsored or co-sponsored events or activities should be billed directly to the City by Caterer, separate and independent from the monthly user fee payments due from Caterer to City, rather than being included as deductions or offsets from or against the monthly user fee payments. Caterer is agreeable to this modification. Therefore, City and Consultant now desire to amend the Agreement to effectuate the same, including amending the Contract Sum to reflect the independent nature of the payments to be made by City for City sponsored or co-sponsored events or activities (which are anticipated not to exceed $172,000 annually).

C. The parties, by entering into this Amendment, do not intend to change the rates of compensation or the anticipated total/final compensation that will be received by Caterer or City under the Agreement, as the changes effectuated by this Amendment are intended to relate only to separating the process of invoicing and payment of the monthly user fees due to the City from the process of invoicing and payment of the costs incurred by the City for City sponsored or co-sponsored events or activities under the Agreement.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~).

A. Section 2.1 is hereby amended to read in its entirety as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but ~~not exceeding~~ the maximum ~~contract~~ amount ***payable by City to Consultant for City sponsored or co-sponsored events or activities (which shall be independent of and shall not reflect deduction or setoff for monthly user fees payable by Consultant to City under this Agreement, as detailed in Section III of Exhibit "C") shall not exceed Four Hundred Seventy Three Thousand Dollars ($473,000)*** ~~Zero Dollars and No Cents ($0.00)~~ ("Contract Sum")."

B. Section III of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"III. Any costs for catering services incurred by City for City sponsored or co-sponsored events or activities shall be ***billed and paid separately*** ~~deducted~~ from the monthly user fee due to City under this Agreement. ***The costs incurred by City for services provided at City sponsored or co-sponsored events or activities will be stated on separate invoices, and will not be included in the monthly user fee reports prepared by Consultant pursuant to Section 2.2 nor deducted from the calculation or payment of monthly user fees due to City in connection with such reports pursuant to Section 2.2, but such costs are nonetheless within the scope of and subject to the provisions of this Agreement.*** ~~In the event such costs exceed the use fee due to City in any given month, the amount due Consultant shall be held over to the next month and deducted from the user fee for that month, and so on; in no event shall the City be obligated to make a monetary payment to Consultant for the aforementioned costs unless there is a net balance owing to Consultant upon termination or expiration of this Agreement, in which case said amount shall be paid upon applicable City approval.~~"

C. Section VI of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"VI. The total compensation from City for the Services shall not exceed ***$473,000*** ~~$0.00~~, as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Caterer each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Caterer represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Caterer that, as of the date of this Amendment, Caterer is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) and year(s) set forth below, with express intent that this Amendment shall be effective as of the date first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

Date: _____ _____, 2023

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[BRJ]

CATERER:

CHOURA VENUE SERVICES, a California corporation

By: _____
Name: James Choura
Title: CEO

By: _____
Name: Daniel D'sa
Title: President
Address: 4101 E. Willow St.
Long Beach, CA 90815

Date: August 15, 2023

Two corporate officer signatures required for Caterer, with one signature required from each of the following groups: 1) Chairman of the Board, CEO, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CATERER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CATERER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On August 16, 2023 before me, Lisa Denver Notary Public, personally appeared James John Choura, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

LISA DENVER
Notary Public - California
Los Angeles County
Commission # 2438723
My Comm. Expires Mar 18, 2027

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and CHOURA VENUE SERVICES, a California corporation ("Caterer") is effective as of the __ day of July, 2025.

RECITALS

A. City and Caterer entered into that certain Agreement for Contract Services effective January 1, 2023 ("Agreement"), whereby Caterer agreed to provide on-call catering services for functions held at the City's Juanita Millender-McDonald Community Center, and for Caterer to receive compensation through the sales generated from patrons from such functions net of a user fee payable monthly to the City for non-City functions. The Agreement also authorized City to procure Caterer's services for City sponsored or co-sponsored events or activities at a 20% discount rate, with the costs incurred by City for such services to be deducted from the monthly user fees due to City as detailed in Section III of Exhibit "C" (Schedule of Compensation).

B. On April 1, 2023, the City and Caterer entered into Amendment No. 1 to the Agreement to amend the method of compensation so Caterer's service charges for City sponsored or co-sponsored events or activities are billed directly to the City by Caterer, separate and independent from the monthly user fee payments due from Caterer to City, rather than being included as deductions or offsets from or against the monthly user fee payments. City and Caterer agreed to amend the Agreement by Amendment No. 1 to effectuate the same, including amending the Contract Sum to reflect the independent nature of the payments to be made by City for City sponsored or co-sponsored events or activities (which were anticipated not to exceed $172,000 annually). Amendment No. 1 was not intended to, and did not, change the rates of compensation or the anticipated total/final compensation that would be received by Caterer or City under the Agreement, as the changes effectuated by Amendment No. 1 were intended to relate only to separating the process of invoicing and payment of the monthly user fees due to the City from the process of invoicing and payment of the costs incurred by the City for City sponsored or co-sponsored events or activities under the Agreement.

C. Due to higher-than-anticipated demand for Caterer's services for City sponsored or co-sponsored events or activities under the Agreement, the Contract Sum has been expended faster than anticipated, and unless increased, will likely be exhausted prior to the scheduled expiration of the initial-three year term of the Agreement (December 31, 2025). Accordingly, the City and Caterer now desire to amend the Agreement to increase the Contract Sum by $110,000 to authorize additional funding sufficient to cover the anticipated demand for such services through December 31, 2025.

D. Furthermore, the City desires to exercise the first of its two options to extend the Term of the Agreement by one year pursuant to Section 3.4 of the Agreement (at the same rate of compensation as set forth in Exhibit "C" for the initial three-year term, as provided in Section 3.4), thereby extending the Agreement term through December 31, 2026, and the City and Caterer now

desire and intend to amend the Agreement increase the Contract Sum by $220,000 to authorize funding sufficient to cover the anticipated demand for such services for the one-year extension period (January 1 – December 31, 2026).

E. The current Contract Sum is $473,000. The Contract Sum increases described in Recitals C and D above, collectively, equal $330,000, resulting in an amended Contract Sum of $803,000.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~).

A. Section 2.1 is hereby amended to read in its entirety as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but the maximum amount payable by City to Consultant for City sponsored or co-sponsored events or activities (which shall be independent of and shall not reflect deduction or setoff for monthly user fees payable by Consultant to City under this Agreement, as detailed in Section III of Exhibit "C") shall not exceed ***Eight Hundred Three Thousand Dollars ($803,000)*** ~~Four Hundred Seventy Three Thousand Dollars ($473,000)~~ ("Contract Sum")."

B. Section 3.4 is hereby amended to read in its entirety as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***four (4)*** ~~three (3)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit 'D'). The City has the option, at its sole discretion, to extend the term of the Agreement by up to ***one (1)*** ~~two (2)~~ additional year~~s~~, in ***a*** one (1) year increment~~s~~, at the same rate of compensation as set forth in Exhibit "C" for the initial ***four***~~three~~-year term."

C. Section VI of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"VI. The total compensation from City for the Services shall not exceed ***$803,000*** ~~$473,000~~, as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1 and this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Caterer each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Caterer represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Caterer that, as of the date of this Amendment No. 2, Caterer is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts**. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles, or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first set forth above.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; brj]

CATERER:

CHOURA VENUE SERVICES, a California corporation

By:_____
Name: James Choura
Title: CEO

By:_____
Name: Daniel D'sa
Title: President
Address: 4101 E. Willow St.
Long Beach, CA 90815

Two corporate officer signatures required for Caterer, with one signature required from each of the following groups: 1) Chairman of the Board, CEO, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CATERER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CATERER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDERATION TO ACCEPT A PROJECT FUNDED BY AMERICAN RESCUE PLAN ACT (ARPA) AS COMPLETE, PROJECT NO. 1763: CITYWIDE RUBBERIZED SLURRY SEAL PROGRAM (CITY COUNCIL)

I. SUMMARY

On September 6, 2022, the City Council approved the Plans, Specifications, and Estimates (PS&E) and awarded a Construction and Materials Purchase Contract to Petrochem Materials Innovations, LLC (PMI) for Project No. 1763: Citywide Rubberized Slurry Seal Program, in the amount of $2,733,266.25. An additional 15% contingency ($409,989.94) was also authorized for unforeseen construction work.

The project was funded by the American Rescue Plan Act of 2021 (ARPA) and included rubberized slurry sealing of approximately 35 miles of residential streets across all four Council districts.

To allow use of the full contingency, the City Council subsequently approved Amendment No. 1 to the agreement with PMI on July 5, 2023. This amendment authorized staff to approve change orders exceeding 10% of the contract sum, up to the full 15% contingency previously approved by Council.

The project has been completed in accordance with the approved contract and specifications. Staff now recommends that the City Council accept the project as complete and authorize staff to file the Notice of Completion with the Los Angeles County Recorder's Office.

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT as complete, Project No. 1763: Citywide Rubberized Slurry Seal Program.
2. AUTHORIZE staff to file a Notice of Completion with the Los Angeles County Recorder's Office.

III. ALTERNATIVES

1. DO NOT ACCEPT the project as complete. However, acceptance of a project as complete and recordation of a Notice of Completion after work completion under Civil Code Section 9204 will shorten the time period during which any contractor will be able to file a lien claim.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1763 was part of the City's Capital Improvement Program (CIP) and aimed to rehabilitate approximately 35 miles of residential streets through rubberized slurry seal, a pavement preservation method that extends the life of existing streets (Exhibit No. 1). The project was funded entirely by ARPA to address deferred maintenance and preserve infrastructure in a geographically equitable manner.

To ensure cost-efficiency, the City Council approved use of the piggyback procurement method under Carson Municipal Code Section 2611(f), allowing the City to leverage a competitively bid contract between the City of Los Angeles and PMI.

On July 5, 2023, the City Council approved Amendment No. 1 to the agreement with PMI, authorizing staff to exceed the 10% change order threshold specified in the original contract and reaffirming use of the full 15% contingency amount. This amendment was necessary to accommodate unforeseen work and minor scope additions while staying within the total amount previously approved by City Council.

Staff has verified that all work has been satisfactorily completed in accordance with contract specifications.

V. FISCAL IMPACT

No fiscal impact is associated with the recommended action items.

VI. EXHIBITS

1. Slurry Seal Map

Attachments

Exhibit 1 - Slurry Seal Map.pdf

Slurry Sealed Streets

City Boundary

0 0.75 1.5 Miles

Slurry Seal Map

Updated 6/30/2025

City of Carson

Date Published: 06/30/2025
Author: John Hernandez
File Path: Z:\GIS Projects - JHZ\Slurry Map Update

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER AWARDING A PURCHASE ORDER TO WINNER CHEVROLET INC, COLFAX CA, FOR THE PURCHASE OF EIGHT NEW 2025 CHEVROLET EQUINOX (ELECTRIC VEHICLES) MID-SIZE SUVS FOR MULTIPLE DEPARTMENT USE. (CITY COUNCIL)

I. SUMMARY

Public Works is requesting City Council to authorize the issuance of a purchase order for the acquisition of eight (8) 2025 Chevrolet Equinox mid-size electric SUV vehicles for use across multiple City departments. The purchase will be funded in its entirety through available grant funding and the new vehicles will replace aging gas powered vehicles currently in the City's fleet.

The Public Works department recently completed an Invitation for Bids (IFB 25-09) to solicit a vendor capable of providing the eight (8) Chevrolet electric mid-size SUVs at the most competitive price. Winner Chevrolet Inc. was determined to be the lowest responsive and responsible bidder. Staff is requesting approval to purchase four Chevrolet Equinox EV SUVs from Winner Chevrolet Inc. for the amount of $246,459.20

II. RECOMMENDATION

AWARD and APPROVE the Purchase Order with Winner Chevrolet Inc. for the purchase of eight (8) 2025 Chevrolet Equinox EV SUVs for $246,459.20.

III. ALTERNATIVES

1. REJECT all bids.
2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

As part of the city's ongoing commitment to sustainability, cost efficiency, and fleet modernization, staff has been actively assessing opportunities to reduce greenhouse gas emissions and operational costs by incorporating electric vehicles (EVs) into departmental operations.

Staff has identified the need to augment and replace some gas-powered vehicles that are nearing the end of their useful life and are suitable for replacement with electric alternatives. Several departments such as Public Works, Community Development, and Community Services, have expressed a need for reliable midsize SUVs for daily operations, site visits, and service calls.

On May 13, 2025, staff issued IFB 25-09 for the purchase of eight (8) new 2025 Chevrolet Equinox EV mid-size SUVs on PlanetBids via the City's online portal. Notice of the IFB was posted in accordance with Carson Municipal Code (CMC) Section 2800 on the City's website, at the City's public notice locations, and published in the Daily Journal newspaper on May 13, 2025. Bids were due by June 5, 2025.

In response to the IFB, the City received seven bids as summarized below:

Bid Number	Bidder	Bid Amount Submitted to Planet Bids
1	Winner Chevrolet Inc	$246,459.20
2	Selman Chevrolet	$279,694.40
3	Courtesy Chevrolet Center	$299,995.12
4	Ferro Automotive Group LLC	$309,231.84
5	UAG Cerritos LLC	$319,895.84
6	Spirit Energy LLC	$362,556.00
7	TMAG Hemet F LLC	$370,460.06

All bids were reviewed for completeness of response and compliance with IFB 25-09 requirements. Winner Chevrolet Inc. was determined to be the lowest responsive and responsible bidder. Staff recommends approving the purchase of eight (8) 2025 Chevrolet Equinox EV mid-size SUVs from Winner Chevrolet Inc. Bidders based in the City of Carson are encouraged to submit proposals; however, for various reasons some may choose not to participate. Consistent with the relevant procurement regulations, this purchase is recommended with the lowest responsive and responsible bidder, regardless of location.

The Purchasing Manager has waived the requirement to enter into a contract for purchases exceeding $75,000 as allowed under 2606(b) of the Municipal Code.

V. FISCAL IMPACT

If approved by Council, the total purchase order sum will be $246,459.20, with grant and special revenue funding covering 100% of the cost.

The purchase of the (8) Chevrolet Equinox EVs will utilize funds allocated in the adopted FY 25/26 budget as follows:

- AQMD - 225-80-820-276-8003 - $30,807.40
- Proposition C - 219-90-940-180-8003- $61,614.80
- Department of Energy's Energy Efficiency and Conservation Block Grant - 101-52-510-101-6004- $150,080.00 (Subject to EEC Block Grant Reimbursement)
- Clean Power Alliance's Electric Fleet Transition Program - 101-52-510-101-6004- $3,957.00 (Subject to CPA Grant Reimbursement)

VI. EXHIBITS

1. IFB 25-09 Bid Register
2. Purchasing Waiver - Winner Chevrolet Inc.
3. EECBG Local Government Eligibility and Allocation List
4. EECBG Grant Special Terms and Conditions (Agreement)
5. CPA Electric Fleet Participation Agreement

Attachments

Exhibit 1. IFB 25-09 Bid Register
Exhibit 2. Purchasing Waiver - Winner Chevrolet Inc
Exhibit 3. EECBG Local Government Eligibility and Allocation List
Exhibit 4. EECBG Grant - Special Terms and Conditions (Agreement)
Exhibit 5. CPA Electric Fleet Participation Agreement

City Clerk's Office
RECEIVED
6-5-25
10:30 a.m.

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *IFB 25-09 PURCHASE OF EIGHT (8) NEW/UNUSED 2025 CHEVEROLET EQUINOX EV LT FWD MID-SIZE SUVs*

BID OPENING DATE: *06-05-25* **TIME:** *10:30 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Winner Chevrolet, Inc.	Jerry Powers	6-5-25 9:54 a.m.	—	$246,459.20	
2.	Selman Chevrolet	Vincent Eible	6-4-25 12:07 p.m.	—	$279,694.40	
3.	Courtesy Chevrolet Center	Javier Botero	6-2-25 2:48 p.m.	—	$299,995.12	
4.	Ferro Automotive Group LLC	marco Oropeza	5-22-25 1:44 p.m.	—	$309,231.84	
5.	UAG CERRITOS I, LLC	Kyle Slavin	6-4-25 10:01 p.m.	—	$319,895.84	
6.	Spirit Energy, LLC	Spirit Ricks	6-3-25 9:21 p.m.	—	$362,556.00	
7.	TMAG Hemet F LLC	Dina Castanon	6-4-25 2:59 p.m.	—	$370,460.96	
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) 9 (Initials)

Staff Present: Rica Robertson (Print Legibly) RR (Initials)

City Clerk: Jorge Alvarez, Deputy City Clerk (Signature)

PlanetBids Opened By: Anuar Lopez O. (Print Legibly) ALO (Initials)

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

- ☐ Formal Bidding (Section 2611])
- ☑ Written Contract (Section 2605(1)(iii))

Waiver is being recommended pursuant to the following exception as identified in CMC Section 2611:

- ☐ (d) Emergency Purchasing (Section 2611(d))
- ☐ (e) Sole Source Purchasing (Section 2611(e))
- ☐ (f) Piggyback Purchasing (Section 2611(f))
- ☐ (g) Cooperative Purchasing (Section 2611(g))
- ☐ (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: N/A

Vendor: N/A

Contract #: N/A

Solicitation #: N/A

Contract Effective Date:

Contract Expiration:

Specify the purchase details:

Amount: $246,459.20

Vendor: WINNER CHEVROLET INC.

Written justification/description of purchase:

For purchase of (8) Chevy Equinox vehicles that have been formally bid via IFB 25-09 to be bound via City Purchase Order alone. Pursuant to CMC Section 2606(b)(1)(ii), the City's Purchasing Manager has the sole discretion to waive the requirements of written contract on City's standard contract in a form approved by City Attorney's Office, and to utilize a formal City Purchase Order alone upon approval of the Council.

**Attach all relative documentation including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, master contract agreement, etc.*

Authorized Department Staff:

Signature: A Rodgers

Date: 07/03/25

Name/Title: Public Works Director

Purchasing:

06/23/2025

#	State/Territory	Entity Name	Level of Government	Allocation
140	CA	Burbank	City	$167,020
141	CA	Calexico	City	$76,300
142	CA	Camarillo	City	$129,470
143	CA	Campbell	City	$76,540
144	CA	Carlsbad	City	$168,480
145	CA	Carson	City	$150,080
146	CA	Cathedral City	City	$112,920
147	CA	Ceres	City	$76,660
148	CA	Cerritos	City	$76,840
149	CA	Chico	City	$153,350
150	CA	Chino	City	$147,470
151	CA	Chino Hills	City	$131,350
152	CA	Chula Vista	City	$271,850
153	CA	Citrus Heights	City	$137,060
154	CA	Claremont	City	$76,300
155	CA	Clovis	City	$161,730
156	CA	Coachella	City	$76,350
157	CA	Colton	City	$116,230
158	CA	Compton	City	$146,080
159	CA	Concord	City	$170,110
160	CA	Corona	City	$197,940
161	CA	Costa Mesa	City	$166,550
162	CA	Covina	City	$113,100
163	CA	Culver City	City	$76,710
164	CA	Cupertino	City	$125,790
165	CA	Cypress	City	$114,160
166	CA	Daly City	City	$146,620
167	CA	Danville, Town of	City	$76,480
168	CA	Davis	City	$124,540
169	CA	Delano	City	$114,850
170	CA	Diamond Bar	City	$114,980
171	CA	Downey	City	$160,140
172	CA	Dublin	City	$127,230
173	CA	Eastvale	City	$123,670
174	CA	El Cajon	City	$155,020
175	CA	El Centro	City	$76,600
176	CA	El Monte	City	$157,090
177	CA	Elk Grove	City	$201,410

Special Terms and Conditions

Entity Name: City of Carson ("Recipient"), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC)[1]
Attachment 2	NEPA Determination[2]

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

[1] The FARC will be provided at a later date.
[2] The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (https://doerebates.my.site.com/eecbgvouchers/s/), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all sub contractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):
NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments

All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.[3]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

[3] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.

(2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, , contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver
A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over $250,000. Please disregard this section if your total EECBG Program award is less than $250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or enginSCEPd wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[4] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

[4] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Authorized Signature 12-9-24 Date

Name: David C. Roberts, Jr.

Title: City Manager

Entity Name: City of Carson

Attachment 1

U.S. DEPARTMENT OF ENERGY

Federal Assistance Reporting Checklist

Attachment 1		
1. Recipient:	2. Program/Project Title:	
3. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING		
☐ A. Performance Report	**Y**	A. Complete in Voucher Portal Home (site.com)
☐ B. Financial Report (SF-425)	**Y**	B. Upload to the Voucher Portal Home (site.com)
☐ C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B & SF-428S)	**F**	C. Upload to Voucher Portal Home (site.com)
☐ D. Annual Historic Preservation Report	**Y**	D. Submit via Historic Preservation Reporting Form
IV. Bipartisan Infrastructure Law Reporting		
☐ A. Quality Job Creation		
☐ 1. Direct Jobs	**Y**	A.1. Upload to the Voucher Portal Home (site.com)
☐ B. Pathway to Net-Zero		
☐ 1. Infrastructure Supported	**Y**	B.1. Complete in Voucher Portal Home (site.com)
☐ 2. Energy Saved	**Y**	B.2. Complete in Voucher Portal Home (site.com)
☐ C. One-Time Location Report	**1**	C. Upload to Voucher Portal Home (site.com)
II. AWARD MANAGEMENT REPORTING		
☐ A. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C) (if applicable)	**A5**	A. Upload to Voucher Portal Home (site.com)
☐ B. Single Audit: States, Locals, Tribal Governments (if applicable)	**Y180**	B. Upload to Clearinghouse https://harvester.census.gov/facweb/Default.aspx
☐ C. NEPA		
1. NEPA Logs (if applicable)	**Q**	C. Submit to EECBG.NEPA@ee.doe.gov and Upload to the Voucher Portal Home (site.com)
☐ D. Davis Bacon Act		
1. Semi-Annual Davis Bacon (if applicable)	**S**	D1. Upload to Voucher Portal Home (site.com)
2. Weekly Payroll Report (if applicable)	**W**	D2. TBD

4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
FREQUENCY CODES AND DUE DATES: **A5 – As Specified or within five (5) calendar days after the event.** **F – Final; within 120 calendar days after expiration or termination of the award.** **O – Other: See instructions for further details.** **P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.** **Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.** **S – Semiannually; within 30 days after end of the reporting period.** **Y – Yearly; within 90 calendar days after the end of the federal fiscal year.** **Y180 – Yearly; within 180 calendar days after the close of the recipient's fiscal year.** **W – Weekly; within 7 days of the payroll** **1 – One time report** **FULL URLS:** **Voucher Portal:** https://doerebates.my.site.com/eecbgvouchers/s/ **Special Instructions:** **A. Tangible Personal Property Report – Disposition Request/Report (SF-428C)** This report is only needed if you plan to dispose of the equipment purchased with federal funding at the end of your project. **B. Single Audit: Local and Tribal Governments** An audit must be provided by local and tribal governments that have received more than $750,000 in federal funding. Audits must have been completed no later than 2021. **C.2 Quarterly National Environmental Policy Act (NEPA) Logs** All activities involving ground disturbance will require NEPA log submittals. Template NEPA logs can be found at www.energy.gov/node/4816816. NEPA logs must be submitted to EECBG.NEPA@ee.doe.gov and uploaded to the Voucher Portal every quarter. NEPA logs must be submitted for all ground disturbing activities. **D. Davis Bacon Act – Semi-Annual and Weekly Payroll Reports** Both reports are needed for all DBA applicable projects. The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information on DBA can be found here: Davis-Bacon and Related Acts | U.S. Department of Labor (dol.gov)		

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Reporting Instructions

***

Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII.

***

Project Management Reporting

A. Performance Report

Complete on:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 30 calendar days after the end of the annual reporting period (Sept 30) Within 120 calendar days after the end of the award period of performance

Annually, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the voucher recipient and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. This report will be completed in the Voucher Portal and also include the Bipartisan Infrastructure Law Reporting (Section IV above). The annual report will be waived if no progress on project has been made in the first year. The report can be submitted once as a final report if the project is completed in the first year.

4. **Organizations:** Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date.

2. **Tasks and Milestones:** Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone, the physical percent complete, and, when applicable, the actual month complete.

2. **Contractual Cost Summary:** For each contractor working on the project (excluding FFRDCs), provide a summary of the work, approved budget, and actual expenses.

4. Cost Summary: Using your approved budget, enter the project costs by budget category and report actual expenses each quarter. Also include budgeted and actual recipient cost share.

5. Spend Plan: For both federal and recipient cost share, enter the planned spending for the entire project period. Planned spend means when the project team anticipates incurring costs. Each quarter, update with actual federal and recipient spend.

6. Metrics: Report on your primary process metric selected and any additional metrics that are applicable to your project. Please refer to the EECBG Program Process Metrics, EECBG-BIL-Reporting-Guidance.pdf (energy.gov), and the Eligible Activity Areas and their Recommended Process Metrics (energy.gov) per your activity.

7. Special Reporting Requirements: Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

8. Qualitative reporting requirements: In this section, provide any additional description about the project. Can include details on impact, changes or issues, achievements, or more.

B. Financial Report SF-425 Federal Financial Report

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 30 calendar days after the end of the annual reporting period (Sept 30) Within 120 calendar days after the end of the award period of performance

Annually the voucher recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the recipient and contractors – to DOE. The annual report will be waived if no progress on project has been made in the first year. The report can be submitted once as a final report if the project is completed in the first year.

C. Tangible Personal Property Report – Final Property Report (SF-428; SF-428B; SF-428S)

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 30 calendar days after installation of all equipment

The report serves as the Equipment Installation Report. Voucher recipients must report on acquired equipment with acquisition cost of $5,000 or more for which the awarding agency (DOE) has reserved the right to transfer title. The voucher recipient must complete an SF-

428 and SF-428B, available at grants.gov/forms/forms-repository/post-award-reporting-forms.

D. Annual Historic Preservation Report

Upload to:	Historic Preservation report: U.S. Department of Energy Annual Historic Preservation Report (office.com)
Submission deadline:	Historic Preservation reports: September 15 of each year

Activities utilizing the Historic Preservation Programmatic Agreements must submit an annual Historic Preservation report (any project using Equipment Rebate NEPA SOW 1 or NEPA SOW 2). Reports are due September 15 of each year. The Historic Preservation report must be submitted for all activities here: U.S. Department of Energy Annual Historic Preservation Report (office.com)

BIL Reporting

A. Quality Job Creation

1. Direct Jobs

Submit to:	No action needed if Weekly Davis Bacon Acts are completed
Submission deadline:	No action needed if Weekly Davis Bacon Acts are completed

This report is satisfied via the weekly Davis Bacon Act reports.

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

B. Pathways to Net Zero

Submit to:	No action needed if Performance Report is completed

Submission deadline:	No action needed if Performance Report is completed

Pathways to Net Zero Reports will be imbedded as the EECBG Program Process Metrics within the Performance Report (see page 4). Report on EECBG process metric areas 1, 2, 3, 5, and 10 as applicable. Report on these as part of the Performance Report to be completed on the Voucher Portal.

1. **Infrastructure Supported:** This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

   Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

2. **Energy Saved:** This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

C. One Time Location Report

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	One time within first year of project

There is a one-time special status report requirement for recipients with projects that take place in specific physical locations. This report is required for all EECBG Program voucher recipients pursuing the installation of equipment in physical locations, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.

Award Management Reports

A. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 5 calendar days of the event (if applicable)

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above $5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at grants.gov/forms/forms-repository/post-award-reporting-forms

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

B. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Upload to:	Federal Audit Clearinghouse: https://harvester.census.gov/facweb/Default.aspx
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 200 Subpart F, non-federal entities that expend $750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements. The audit should be uploaded to the Voucher Portal (no older than 2021).

C. National Environmental Policy Act (NEPA) Reporting

Submit to:	NEPA logs (if applicable): Sent to EECBG.NEPA@ee.doe.gov and upload to Voucher Portal http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	NEPA logs (if applicable): Before project begins; updated quarterly if changes to project locations occur

All activities involving ground disturbance (projects using Equipment Rebate NEPA SOW 1) require NEPA log submittals. If locations of all work are known at the start of a project, a single NEPA Log may be submitted. If locations of work change, then an updated log must be submitted. Template NEPA logs can be found at www.energy.gov/node/4816816. NEPA logs must be submitted to EECBG.NEPA@ee.doe.gov and the Voucher Portal. Multiple entries can be listed on the NEPA log.

D. Davis Bacon Act Reporting

Submit to:	Weekly Payroll Reports: LCPtracker Semi-Annual Reports: Voucher Portal http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 7 days of each pay period Semi-annually by Sept 30th and March 31st

The DBA applies to contractors and subcontractors of the recipient for contracts more than $2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).

EECBG Program formula award recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE-sponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at: https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events

1. **Weekly Payroll Report**
    - EECBG Program voucher recipients must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
    - EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.
2. **Semi-Annual Compliance and Enforcement Report**
    - EECBG Program voucher recipients must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30
    - Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact BILLabor@hq.doe.gov.

Appendix A: Notice To Recipients Regarding Protected Data, Limited Rights Data and Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;

- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

Attachment 2

PMC-ND
(1.08.09.13)

U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION

RECIPIENT: 2 - Equipment Rebate Voucher - Nontribal EECBG Statement of Work with PA No Ground Disturbance **STATE:** Mult

PROJECT TITLE: 2 - Energy Efficiency and Conservation Block Grant Program - Equipment Rebate Voucher

Funding Opportunity Announcement Number	Procurement Instrument Number	NEPA Control Number	CID Number
EECBG Program Formula - IIJA, DE-FOA-0002882		GFO-EECBG-ERV2023-002	

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:
Description:

A9 Information gathering, analysis, and dissemination	Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)
B2.2 Building and equipment instrumentation	Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment).
B5.1 Actions to conserve energy or water	(a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region.
B5.14 Combined heat and power or cogeneration systems	Conversion to, replacement of, or modification of combined heat and power or cogeneration systems (the sequential or simultaneous production of multiple forms of energy, such as thermal and electrical energy, in a single integrated system) at existing facilities, provided that the conversion, replacement, or modification would not have the potential to cause a significant increase in the quantity or rate of air emissions and would not have the potential to cause significant impacts to water resources.
B5.16 Solar photovoltaic systems	The installation, modification, operation, and removal of commercially available solar photovoltaic systems located on a building or other structure (such as rooftop, parking lot or facility, and mounted to signage, lighting, gates, or fences), or if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such

as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

B5.17 Solar thermal systems	The installation, modification, operation, and removal of commercially available smallscale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.18 Wind turbines	The installation, modification, operation, and removal of a small number (generally not more than 2) of commercially available wind turbines, with a total height generally less than 200 feet (measured from the ground to the maximum height of blade rotation) that (1) are located within a previously disturbed or developed area; (2) are located more than 10 nautical miles (about 11.5 miles) from an airport or aviation navigation aid; (3) are located more than 1.5 nautical miles (about 1.7 miles) from National Weather Service or Federal Aviation Administration Doppler weather radar; (4) would not have the potential to cause significant impacts on bird or bat populations; and (5) are sited or designed such that the project would not have the potential to cause significant impacts to persons (such as from shadow flicker and other visual effects, and noise). Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices. Covered actions include only those related to wind turbines to be installed on land.
B5.20 Biomass power plants	The installation, modification, operation, and removal of small-scale biomass power plants (generally less than 10 megawatts), using commercially available technology (1) intended primarily to support operations in single facilities (such as a school and community center) or contiguous facilities (such as an office complex); (2) that would not affect the air quality attainment status of the area and would not have the potential to cause a significant increase in the quantity or rate of air emissions and would not have the potential to cause significant impacts to water resources; and (3) would be located within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.22 Alternative fuel vehicle fueling stations	The installation, modification, operation, and removal of alternative fuel vehicle fueling stations (such as for compressed natural gas, hydrogen, ethanol and other commercially available biofuels) on the site of a current or former fueling station, or within a previously disturbed or developed area within the boundaries of a facility managed by the owners of a vehicle fleet. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.23 Electric vehicle charging stations	The installation, modification, operation, and removal of electric vehicle charging stations, using commercially available technology, within a previously disturbed or developed area. Covered actions are limited to areas where access and parking are in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the Energy Efficiency Conservation Block Grant Program (EECBG) as authorized by Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), as amended, and signed into Public Law (PL 110-140) on December 19, 2007. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, 2 CFR Part 200 as amended by 2 CFR Part 910 and Section 40552 of the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58).

Under the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) DOE would distribute EECBG Equipment Rebate Vouchers to eligible units of local government, states, and Indian tribes. (hereinafter “Recipients”). Estimated individual Recipient allocations are included in the ALRD. The EECBG Program is designed to assist these Recipients in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.

This NEPA determination is specific to Recipients meeting the qualifications of EECBG Equipment Rebate Voucher Statement of Work #2 (SOW 2), designated for non-tribal recipients with a Historic Preservation Programmatic Agreement proposing no ground disturbing activities. NEPA determinations for other EECBG Equipment Rebate Voucher NEPA statements of work have been completed under the following control numbers: GFO-EECBG-ERV2023-001, GFO-EECBG-ERV2023-003, and GFO-EECBG-ERV2023-004.

DOE has determined the following Blueprints and additional activities funded by EECBG Program Formula - IIJA ALRD, are categorically excluded from further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with “integral elements” (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project.

Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients would contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

Blueprints:

1. Blueprint #2A: Funding commercially available, energy efficient, grid-interactivity, electrification and renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
a. Installation of insulation.
b. Installation of energy efficient lighting.
c. HVAC upgrades to existing systems.
d. Weather sealing and duct sealing.
e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
g. Retrofit and replacement of windows and doors.
h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
j. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

2. Blueprint #2B: Energy Savings Performance Contracts for Efficiency and Electrification in Buildings, activities limited to:
a. Funding commercially available energy efficiency or renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
i. Installation of insulation.
ii. Installation of energy efficient lighting.
iii. HVAC upgrades (to existing systems).
iv. Weather sealing and duct sealing.
v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
vii. Retrofit and replacement of windows and doors.
viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
b. Post-implementation measurement & verification limited to data analysis (e.g.: metering/usage/temperature), which may include monitoring devices installed on equipment, but not on buildings.

3. Blueprint #2C: Building Efficiency & Electrification Campaign, activities limited to:
a. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
i. Installation of insulation.
ii. Installation of energy efficient lighting.
iii. HVAC upgrades to existing systems.
iv. Weather sealing and duct sealing.
v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including,

but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
vii. Retrofit and replacement of windows and doors.
viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

4. Blueprint #3A: Solar and Battery Storage - Power Purchase Agreements and Direct Ownership, activities limited to:
a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

5. Blueprint #3B: Community Solar, activities limited to:
a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

6. Blueprint #3C: Solarize Campaign, activities limited to:
a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

7. Blueprint #3D: Renewable Resource Planning, activities limited to:
a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

8. Blueprint #4A: Electric Vehicles for Fleets and Fleet Electrification, activities limited to:
a. Purchase of alternative fuel vehicles, including electric vehicles and plug-in hybrid vehicles.
b. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

9. Blueprint #4B: Electric Vehicle Charging Infrastructure, activities limited to:
a. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and

functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

Additional Activities:

10. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:
a. Installation of insulation.
b. Installation of energy efficient lighting.
c. HVAC upgrades to existing systems.
d. Weather sealing and duct sealing.
e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
g. Retrofit and replacement of windows and doors.
h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
j. Electrical system upgrades required to enable energy efficient/clean energy. Measures limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

11. Installation of renewable energy technology, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:
a. Solar Electricity/Photovoltaic—appropriately sized systems not to exceed 60kW (including community solar projects)
b. Wind Turbines 20 kW or smaller
c. Solar thermal systems (including solar thermal hot water) limited to 200,000 BTU per hour or smaller.

12. Biomass thermal systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in existing buildings, do not require structural reinforcement, do not require ground disturbance, are appropriately sized, and limited to 3 MMBTUs per hour or smaller, with appropriate regulatory permits obtained and Best Available Control Technologies (BACT) installed and operated.

13. Purchase of alternative fuel vehicles, hybrids, and electric vehicles.

14. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol, and other commercially available biofuels, (but not storage tanks) provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed on a current fueling station site, do not require ground disturbance, tree removal or tree trimming, are appropriately sized, and obtain the appropriate permits, and comply with regulatory requirements.

15. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized not to exceed 1,000 kWh, obtain the appropriate permits, and comply with regulatory requirements.

The Recipient is responsible for identifying and promptly notifying DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) relating to any proposed activities. Additionally, the Recipient must demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA).

Recipients shall adhere to the restrictions of the DOE executed Historic Preservation Programmatic Agreement for the State(s) where the proposed award activities would be implemented. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.

DOE is required to consider floodplain management and wetland protection as part of its environmental review process (10 CFR 1022). As part of this required review, DOE determined requirements set forth in Subpart B of 10 CFR 1022 are not applicable to the Blueprints and additional activities listed above which would not cause ground disturbance that occur in the 100-year floodplain (hereinafter “floodplain”) or wetland because the activities would not have short-term or long-term adverse impacts to the floodplain or wetland. These activities are administrative or minor modifications of existing facilities to improve environmental conditions. All other integral elements and environmental review requirements are still applicable.

If proposed activities are not listed within the Blueprints and additional activities above, the Recipient must contact their DOE Project Officer for eligibility review. An additional NEPA review would be required, including the possible submission of an Environmental Questionnaire 1 form (EQ1) (found at https://www.eere-pmc.energy.gov/NEPA.aspx). Recipients would not initiate any activities without approval from the DOE Contracting Officer.

Most activities listed under “Blueprints and additional activities” within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the “Blueprints and additional activities” must be followed.

* EECBG Recipients with a Historic Preservation Programmatic Agreement are located in: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, and VI.

NEPA PROVISION

DOE has made a conditional NEPA determination.

The NEPA Determination applies to the following Topic Areas, Budget Periods, and/or tasks:

This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

The NEPA Determination does not apply to the following Topic Area, Budget Periods, and/or tasks:

This NEPA Determination does NOT apply to:
1. awards funded by sources other than the Administrative and Legal Requirements Document for the EECBG Program Formula Infrastructure Investment and Jobs Act,
2. activities that do not fit within the restrictions of the Blueprints and additional activities listed within this NEPA Determination,
3. recipients that do not have a DOE executed Historic Preservation Programmatic Agreement,
4. tribal recipients, or
5. ground-disturbing activities.

Include the following condition in the financial assistance agreement:

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

2. Activities not listed under "Blueprints and additional activities” within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45)

years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.

7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report at https://forms.office.com/g/kAFs0N7CZH.

9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.

10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

Notes:

Office of State and Community Energy Programs (SCEP) - EECBG
This NEPA Determination requires legal review of the tailored NEPA provision.
NEPA review completed by Amy Lukens, 9/20/2023.

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

A portion of the proposed action is categorically excluded from further NEPA review. The NEPA Provision identifies Topic Areas, Budget Periods, tasks, and/or subtasks that are subject to additional NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature: Electronically Signed By: Casey Strickland Date: 9/22/2023

NEPA Compliance Officer

FIELD OFFICE MANAGER DETERMINATION

- [x] Field Office Manager review not required
- [ ] Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____ Date: _____

Field Office Manager

ELECTRIC FLEET TRANSITION PROGRAM PARTICIPATION AGREEMENT

This Electric Fleet Transition Program Participation Agreement ("Agreement"), made as of the last date signed below (the "Effective Date"), by and between the City of Carson ("Participant"), and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program ("CPA"), referred to individually or collectively as "Party" or "Parties," is to enroll Participant in the CPA Energized Communities Program for Electric Fleet Transition, described in more detail below.

RECITALS

WHEREAS, CPA has launched the Energized Communities Program ("Energized Communities") to assist CPA's member agencies with the implementation of building and transportation electrification measures to reduce dependence on fossil fuels and reach sustainability and decarbonization goals by providing financial and technical support;

WHEREAS, as part of the Energized Communities program offering, CPA desires to support transportation electrification efforts in its service territory through the CPA Energized Communities Program for Electric Fleet Transition ("Program"), which seeks to help Participant develop and implement electrical vehicle ("EV") fleet transition measures that will result in increased EV charging infrastructure, and reductions in greenhouse gas emissions;

WHEREAS, to implement the Program, CPA has entered into the Professional Services Agreement, dated as of March 7, 2024, by and between Optony, Inc. ("Optony") and CPA, under which Optony will provide technical support for Participant as it engages in efforts to develop, draft, review, and/or implement Participant's fleet electrification measures;

WHEREAS, CPA intends to make Optony or a successor consultant ("Contractor") available to Participant and other CPA member agencies to support Participant as it engages in its own effort to develop, draft, review, and/or implement Participant's fleet electrification measures;

WHEREAS, Participant desires technical support from Contractor as Participant develops, drafts, reviews, and/or implements fleet electrification measures; and

WHEREAS, Participant may seek financial support provided by CPA to offset the cost of implementing fleet electrification measures as agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

AGREEMENT

1. **Term.** This Agreement begins on the Effective Date and ends on June 30, 2029 ("Term").

2. **Termination.** Any Party may terminate this Agreement for convenience and without liability to the other Party upon giving the other Party thirty (30) days prior written notice.

3. **CPA Obligations.** CPA agrees to perform the services and provide financial reimbursement to Participant, as detailed in Exhibit A, Electric Fleet Transition – Program Terms and Conditions, attached hereto.

4. **Participant Obligations.** Participant agrees to the obligations detailed in Exhibit A attached hereto.

5. **NO LIABILITY; NO REPRESENTATION OR WARRANTY; INDEMNITY.**

   a. CPA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO (1) SERVICES PROVIDED BY CONTRACTOR TO PARTICIPANT AND (2) ANY FLEET ELECTRIFICATION MEASURES IMPLEMENTED BY PARTICIPANT.

   b. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE OTHER PARTY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, AND/OR JUDGMENTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS THAT MAY DIRECTLY OR INDIRECTLY ARISE AND/OR RESULT FROM THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION SHALL BE ONLY IN PROPORTION TO AND TO THE EXTENT THAT SUCH CLAIMS, JUDGMENTS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS, LIABILITIES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, AND ITS OFFICERS, EMPLOYEES, INVITEES, OR AGENTS. NOTWITHSTANDING THE FOREGOING, CPA SHALL BE UNDER NO OBLIGATION WHATSOEVER TO INDEMNIFY PARTICIPANT OR HOLD PARTICIPANT HARMLESS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COSTS, OR DISBURSEMENTS AS A RESULT OF PARTICIPANT'S CONSIDERATION, DEVELOPMENT, REVIEW, DRAFTING, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES.

c. LIMITATION OF LIABILITY. CPA SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, OR EXEMPLARY DAMAGES FOR ANY CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S DEVELOPMENT, DRAFTING, REVIEW, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES, ANY SERVICES PROVIDED BY CONTRACTOR, AND/OR ANY OTHER CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE.

6. **Insurance.**

a. The Parties agree to provide and maintain throughout the Term of this Agreement, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees, and contractors for the Term of this Agreement. This insurance shall include general liability insurance with coverage limits of $2,000,000 per occurrence and $2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of $4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Participant's commercial general liability policy, and Participant's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

b. Participant agrees to maintain throughout the Term of this Agreement, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than $1,000,000 per occurrence for bodily injury and property damage.

c. The Parties agree to maintain throughout the Term of this Agreement, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than $1,000,000 per occurrence for bodily injury or disease.

d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured

endorsement issued by the insurance company or program of self-insurance.

e. CPA may waive or change any of the requirements in this Section 6, upon mutual agreement with the Participant.

f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 5.

7. **Publicity.** Participant acknowledges and agrees that implementation of the Program may be publicized and included in marketing materials by CPA and Contractor. Each Party shall make best efforts to display or utilize the words "Clean Power Alliance" and "City of Carson" in all marketing materials, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible); *provided*, that CPA may omit "City of Carson" from CPA marketing materials when publicizing the Electric Fleet Transition offering generally and not specifically with respect to (a) this Agreement or (b) Participant's participation in the Program. Any publicity or marketing materials, including those mentioned above, that include CPA or Participant logos must be reviewed and approved by both Parties before issuance, subject to the proviso in the preceding sentence. Each Party agrees to provide the other Party with reasonable time for review before such issuance.

   Participant shall include CPA's logo and a statement acknowledging CPA funding of electrification measures on any equipment, including vehicles, and project signage. Statements shall be provided by CPA and placement of such statement shall be agreed to by both Parties. Where CPA and Participant logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size.

8. **General Provisions.**

   a. Entire Agreement. This Agreement represents the full and complete understanding between the Parties as to the subject matter of this Agreement and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of this Agreement.

   b. Amendment. Any amendment to or modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement.

   c. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Any lawsuit filed in relation to this Agreement must be filed with the Superior Court for the County of Los Angeles, State of California.

   d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this

Agreement.

e. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

f. Headings. The headings in this Agreement are for convenience only, are not a part of the Agreement, and in no way affect, limit, or amplify the terms or provisions of this Agreement.

g. Severability / Partial Invalidity. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

h. Survival. All provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the indemnification requirement in Section 5.

i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:
Joanne O'Neill
Director, Customer Programs
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
joneill@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

EnergizedCommunities@cleanpoweralliance.org

To Participant:
Reata Kulcsar

Energy and Sustainability Officer
City of Carson
701 E. Carson Street, Carson, CA 90745
rkulcsar@carsonca.gov

j. Electronic Signatures. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

k. Execution in Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date of execution set forth below.

Ted Bardacke
Chief Executive Officer
Clean Power Alliance of Southern California
Date: 3/4/2025

David C. Roberts, Jr.
City Manager
City of Carson
Date: 2-3-25

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

Exhibit A

Electric Fleet Transition - Program Terms and Conditions

1. **CPA Obligations**

   a. CPA will make commercially reasonable efforts to ensure the availability of Contractor to provide the Technical Services (as defined below). CPA does not guarantee (a) that Contractor will be able to perform all duties that Participant staff would otherwise perform, or (b) that participation in the Program ensures implementation of fleet electrification measures.

   b. CPA will provide financial reimbursement to Participant in an amount (i) no greater than $250,000 (two hundred fifty thousand dollars) and (ii) to be specified in the Project Scope and Budget, as defined below.

   c. CPA will monitor the technical support provided by Contractor and help coordinate fleet electrification efforts with regional stakeholders.

2. **Participant Obligations**

   a. Data, Point of Contact, and Access. Within twelve (12) months of Effective Date, Participant agrees to provide requested data and a dedicated point of contact to CPA and Contractor for coordination purposes throughout the Program. Participant agrees to coordinate visits to its facilities with CPA and Contractor, as needed, to collect information to prepare site designs and EV charging infrastructure installation plans.

   b. Scope and Budget. Participant shall commit to a project scope and budget ("Project Scope and Budget") that plans to acquire EVs into the agency's fleet, construct charging infrastructure, and/or install EV charging ports, within three years from the initial project launch meeting with CPA and Contractor, substantially in the form of Exhibit B, Form of Project Scope and Budget, attached to the Agreement. Participant acknowledges and agrees that it shall not be eligible to receive Technical Services or Project Funding (as such terms are defined below) until CPA and Participant mutually agree upon the Project Scope and Budget.

   c. Technical Services. Within twelve (12) months of Effective Date, Participant shall specify which of the following services ("Technical Services") will be requested from the Contractor in the Project Scope and Budget:
      i. Fleet replacement plan.
      ii. Energy needs assessment.
      iii. Charging infrastructure plan for one or more locations.
      iv. Permit-ready site designs.

v. Managed charging assessment to analyze optimized and non-optimized EV charging costs.
vi. Funding package overview to identify rebate and funding opportunities appropriate for the project, including a summary of the CPA funds available to implement the project recommendations ("Funding Memo").

d. Project Funding. Participant shall specify expected use of funding for project implementation ("Project Funding") and make that request from CPA in the Project Scope and Budget.
   i. The following expenses are eligible for Project Funding from CPA:
      1. Electric vehicles purchase.
      2. EV charging equipment, including warranties, service contracts, and/or subscription fees.
      3. Installation costs for EV infrastructure.
      4. Managed Charging (as defined below) services and equipment.
      5. Construction costs for charging infrastructure.
      6. Additional expenses to be determined and approved by CPA in its sole discretion.
   ii. Participant acknowledges and agrees that any costs for construction and installation of charging infrastructure that are not agreed upon under the Project Scope and Budget shall be borne by Participant.
   iii. Warranties and operations support for equipment and any energy management systems will be the responsibility of the Participant to arrange for with the specific vendors of those systems.
   iv. If Participant elects to receive Project Funding for the purchase of fleet vehicles or EV charging equipment to meet its fleet electrification objectives, it must meet the following requirements:
      1. Participants that elect to receive funding for the purchase of EVs or EV charging equipment will be required to enroll in a managed charging service ("Managed Charging") for at least three years [or otherwise acknowledge the agency's fleet will avoid charging vehicles during peak periods where feasible]. The following options are available to satisfy Participant's obligation to enroll in Managed Charging:
         a. Enrollment in a managed charging program offered by CPA.
         b. Enrollment in managed charging services to be provided by Contractor.
         c. Enrollment in a managed charging program offered by a third party, subject to CPA's prior written approval.
         d. Creation of a charging schedule and optimization plan, subject to CPA's prior written approval.
      2. Fleet vehicles purchased using funding provided under this Agreement must be owned by Participant.

v. Participant is allowed to combine Project Funding from CPA with funding from other organizations and sources, including, but not limited to, investor-owned utilities, South Coast Air Quality Management District, rebates, and state and federal grants. Participant shall inform CPA if grants and other funding related to the project scope are received. Participant agrees and acknowledges that in no event shall the combined funding from CPA and third parties exceed 100% of total project costs, as specified in the Funding Memo. Should such situation arise, the Parties will review the Project Scope and Budget to consider amendments and/or a reduction in Project Funding.

vi. Reimbursement. Participant shall submit appropriate documentation to request reimbursement for measures as specified in the agreed upon Project Scope and Budget substantially in the form of Exhibit C, Form of Reimbursement Request, attached to the Agreement.

e. Intellectual Property. Participant agrees and acknowledges that all tools, templates, and other resources generated by the Contractor during the implementation of the Program will be the intellectual property of CPA.

f. CPA Customer. As of the Effective Date, Participant represents and warrants that Participant is a CPA public agency customer and acknowledges and agrees that Participant is required to continue to be a CPA public agency customer in order to be eligible to receive services and financial reimbursement under this Agreement.

g. Notice to Proceed. Participant shall provide to CPA a written notice to proceed ("Notice to Proceed") to commence charging infrastructure plans and site design services prior to Contractor commencing work on the Technical Services specified in Section 2.c.iii and 2.c.iv. The Notice to Proceed shall indicate that the Participant intends to move forward with constructing charging infrastructure.

h. Fleet Composition, Facilities Information, and Energy Data. Participant agrees to share information with CPA and Contractor regarding fleet composition and usage, including asset inventories, fueling records, duty cycles, mileage readings, etc., as available, facilities information including as-builts or architectural designs, panel schedules, single-line diagrams, as available, and historical energy data for facilities that may install charging.

i. Ongoing Data: Participant agrees to provide CPA access to EV charging data through the charging operator's online portal or other system to be determined, and share EV charging data with CPA during the Term of this Agreement.

Exhibit B

Form of Project Scope and Budget

Following the terms provided in the Participation Agreement, the specific Project Scope and Budget for Participant will be submitted to CPA substantially in the form illustrated below.

Fleet size is based on the total number of vehicles in the fleet and is determined when the scope and budget for the project are finalized.

Table: Project Scope and Budget

Contractor Services Provided	**Services Selected by Participant**	**Budget for Small Fleet Services (less than 100 vehicles)[1]**	**Budget for Medium Fleet Services (100-300 vehicles)**
Fleet Replacement Plan	None		
Energy Needs Assessment	None		
Charging Infrastructure Plan (for selected facilities listed here)	None		
Site-visit	None		
Permit-ready site designs (per site)	None		
Funding package overview	None		
Managed Charging (Charging Schedule and Optimization Plan)	None		
Subtotal for Technical Services			
Summarize how Participant intends to use Project Funding to implement recommendations (refer to eligible expenses in Exhibit A).	No Technical Services requested.		
Subtotal for Project Funding	$250,000		

Indicate if Participant elects to receive Project Funding only for electric vehicle and/or equipment purchase and not for Technical Services. Summarize how the funds will be used here. Participant will follow requirements in Exhibits A and C.	The City will request a funding reimbursement to cover costs related to the increase in electricity expenses from charging fleet vehicles. The City will also request a funding reimbursement to offset the costs of purchasing 5 electric vehicles for the City's fleet as summarized below. $25,000 fleet charging cost (reimbursement) – these funds are essential for supporting the increase in the City's fleet charging costs, as they will offset the expenses associated with charging the City's electric vehicle (EVs) fleet, making the shift to cleaner energy more financially viable for the City. Each EV will be assigned a dedicated RFID-enabled fob for tracking and managing charging sessions, ensuring efficient usage and accurate cost allocation. This system helps streamline operations while promoting sustainability and reducing emissions. The City will submit the electricity cost information for the EV fleet gathered from the RFID tracking system with the request for funding reimbursement. $225,000 to purchase five (5) electric vehicles. These funds will also be critical for the procurement of EVs to support the City's sustainability goals. While the exact make and model are still to be determined, each vehicle is estimated to cost approximately $45,000. These funds will help reduce the financial burden of transitioning to EVs, enabling the City to make cost-effective investments in cleaner transportation. The City will submit the proposed vehicle purchase order to CPA for approval prior to commencement of vehicle procurement. The City will also provide information on fleet composition and usage to CPA to determine fuel cost savings and emissions reductions from the transition to EVs.
Total Budget Requested	$250,000

Exhibit C

Form of Reimbursement Request

Participant will submit a W-9, and any invoices, receipts, or other appropriate documentation to show paid expenditure of funds, along with the reimbursement request for measures, as specified in the agreed upon Project Scope and Budget. A reimbursement request with the information noted in the table below will be submitted to CPA for approval. CPA will notify the Participant of approval and forthcoming repayment.

Reimbursement Request Form

Fleet Electrification Measure	**Reimbursement Amount Requested**	**Documentation Provided (Invoice, Purchase Receipt, etc.)**	**Total Project Funding Budget Assigned***	**Remaining Budget**
Electric vehicle purchase				
EV charging equipment, including warranties, service contracts, and/or subscription fees				
Installation costs for EV infrastructure				
Managed Charging (energy management) subscription and/or equipment costs				
Construction costs for charging infrastructure				
Additional expenses to be determined and approved by CPA				
Total Amounts				

*Project Funding budget refers to the budget amount remaining following the completion of Technical Services, as outlined in Exhibit A and Exhibit B.

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.

Summary of Contracts

This document contains the following contracts.

Title	ID
Program Participation Agreement (City of Carson and Clean Power Alliance)	423064dd-5491-47cc-ae8d-e6c423af646a

Contract signed by:

Ted Bardacke

Signer ID: d9e90bbb-dae7-4b81-8a31-78162d4df20b
Email: tbardacke@cleanpoweralliance.org

Date / Time: Mar 4, 2025 at 3:35 PM EST
IP Address: 160.72.195.26
User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/133.0.0.0 Safari/537.36

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

DISCUSSION 23.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY OF ORDINANCE NO. 25-2509, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6383 (REVOCATION – SUSPENSION - GROUNDS) OF PART 4 (PERMIT PROCEDURE), AND SECTION 63134.1 (SAME - ELIGIBILITY) AND SECTION 63134.3 (SAME – PERFORMANCE STANDARDS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY INCLUDE THE CITY'S RIGHT TO REVOKE OR SUSPEND BUSINESS LICENSES WHERE CRIMINAL INVESTIGATIONS YIELD EVIDENCE OF VIOLATIONS OF LAW" (CITY COUNCIL)

I. SUMMARY

The City Council is being requested to approve Ordinance No. 25-2509 which will expand the City's existing regulations to include City's ability to revoke or suspend business licenses where criminal investigations yield evidence of violations of laws.

II. RECOMMENDATION

WAIVE further reading and introduce for first reading Ordinance No. 25-2509, "CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY OF ORDINANCE NO. 25-2509, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6383 (REVOCATION – SUSPENSION - GROUNDS) OF PART 4 (PERMIT PROCEDURE), AND SECTION 63134.1 (SAME - ELIGIBILITY) AND SECTION 63134.3 (SAME – PERFORMANCE STANDARDS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY INCLUDE THE CITY'S RIGHT TO REVOKE OR SUSPEND BUSINESS LICENSES WHERE CRIMINAL INVESTIGATIONS YIELD EVIDENCE OF VIOLATIONS OF LAW" (CITY COUNCIL)

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, consistent with the requirements of the law

IV. BACKGROUND

The City of Carson's existing business licensing regulations authorize the City to revoke or suspend business licenses for multiple different reasons, a few examples of which follow: (a) where permittee has violated any terms or provisions of City's permit, any provisions of the Carson Municipal Code, or any other ordinance or statute relating to the permitted activity, (b) where permittee has violated any rule or regulation adopted by any governmental agency related to the licensee's business, or (c) where the permittee has knowingly made any false, misleading or fraudulent statement of a material fact in the application for a permit, or in any report or record required to be filed with any governmental agency.

City staff now seeks to expand the City's authority to revoke or suspend City business licenses to include circumstances when a criminal investigation uncovers credible evidence that a permittee has violated any applicable laws or regulations enforced by government agencies with jurisdiction over the business. Additionally, the City's business licensing regulations do not require massage technicians to submit California Massage Therapy Council ("CMTAC") certificates for permits, though CMTAC renews certificates every two years with background checks. Implementation of a process involving review and confirmation of a valid CMTAC certificate through adoption of Ordinance No. 25-2509 will help ensure massage technician compliance with applicable laws. Finally, Ordinance No. 25-2509 will remove vague and ambiguous provisions from the Municipal Code that existed at least as far back as 1976, which currently allow City to revoke or suspend licenses based thereon. The reason for their removal is that the language is overly vague and therefore, likely not legally valid or enforceable by the City.

The provisions to be removed from Section 6383 are provided below:

(c) Where the permittee has been convicted of a felony or any crime involving theft ***or*** ~~,~~ embezzlement ~~or moral turpitude~~;

(e) ~~Where the permittee has demonstrated a bad moral character, intemperate habits, or a bad reputation for truth, honesty or integrity;~~

(k) ~~Where the permittee has demonstrated that he is unfit to be trusted with the privileges granted by the permit and license~~

V. FISCAL IMPACT

There is no fiscal impact associated with the adoption of this Ordinance.

VI. EXHIBITS

1. Ordinance No. 25-2509

Attachments

Ordinance No. 25-2509

ORDINANCE NO. 25-2509

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6383 (REVOCATION – SUSPENSION - GROUNDS) OF PART 4 (PERMIT PROCEDURE), AND SECTION 63134.1 (SAME - ELIGIBILITY) AND SECTION 63134.3 (SAME – PERFORMANCE STANDARDS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY INCLUDE THE CITY'S RIGHT TO REVOKE OR SUSPEND BUSINESS LICENSES WHERE CRIMINAL INVESTIGATIONS YIELD EVIDENCE OF VIOLATIONS OF LAW

WHEREAS, the City of Carson ("City") staff seeks to expand the City's authority to revoke or suspend City business licenses to include circumstances when a criminal investigation uncovers credible evidence that a permittee has violated any applicable laws or regulations enforced by government agencies with jurisdiction over the business, and also remove existing regulations that currently allow City to revoke or suspend businesses licenses based on language that is vague, ambiguous, unclear and possibly unlawful; and

WHEREAS, the City's business licensing regulations do not require massage technicians to submit California Massage Therapy Council ("CMTAC") certificates for permits, though CMTAC renews certificates every two years with background checks; and

WHEREAS, implementation of a process involving review and confirmation of a valid CMTAC certificate will help ensure massage technician compliance with applicable laws; and

WHEREAS, the City Council now sees fit to adopt this Ordinance that will give the City authority to review compliance status and require a valid certificate for massage technicians and revoke or deny business licenses based on credible evidence found from a criminal investigation.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein by this reference.

SECTION 2. CEQA. This Ordinance has been reviewed by the City Council with respect to applicability of the California Environmental Quality Act (**"**CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Ordinance is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because City has determined, in its discretion and based on substantial evidence, that this Ordinance concerns organizational or administrative activities and presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 3. AMENDMENT. Section 6383 (Revocation – Suspension - Grounds) of Part 4 (Permit Procedure), and Section 63134.1 (Same - Eligibility) and Section 63134.3 (Same – Performance Standards) of Part 5 (Businesses, Professions, Trades and Occupations Requiring a Permit) of Chapter 3 (Business, Professions and Trades) of the Carson Municipal Code are hereby amended to read in their entirety as follows:

"**6383 Revocation – Suspension – Grounds.**

Any permit issued under the terms of this Part may be revoked or suspended at any time thereafter by the Finance Director in the following instances:

(a) Where the permittee has violated any terms or provisions of said permit, any provisions of the Carson Municipal Code, or any other ordinance or statute relating to the permitted activity;

(b) Where the permittee has knowingly made any false, misleading or fraudulent statement of a material fact in the application for a permit, or in any report or record required to be filed with any governmental agency;

(c) Where the permittee has been convicted of a felony or any crime involving theft ***or***~~,~~ embezzlement~~ or moral turpitude~~;

(d) Where the permittee has committed any act constituting dishonesty or fraud;

(e) ***Reserved***~~Where the permittee has demonstrated a bad moral character, intemperate habits, or a bad reputation for truth, honesty or integrity;~~

(f) Where the permittee has committed any unlawful, false, fraudulent deception or dangerous act while conducting a licensed business;

(g) Where the permittee has published, uttered or disseminated any false, deceptive or misleading statements or advertisements in connection with the operation of a licensed business;

(h) Where the permittee has violated any rule or regulation adopted by any governmental agency related to the licensee's business;

(i) Where the permittee willfully fails to comply with the terms of any contract made as a part of the exercise of the licensed business;

(j) Where the permittee has conducted the licensed business in a manner contrary to the peace, health, safety and the general welfare of the public;

(k) ***Reserved; and*** ~~Where the permittee has demonstrated that he is unfit to be trusted with the privileges granted by the permit and license. (Ord. 71-162; Ord. 76-389, § 1)~~

(l) Where there is a criminal investigation that uncovers evidence that the permittee has violated any laws or regulations enforced by any government agency that has jurisdiction over the business."

"**63134.1 Same Eligibility.**

(a) Notwithstanding any other provision of this Chapter, no person who has engaged in disqualifying conduct shall be eligible for a permit to operate a massage parlor.

1. Massage parlors shall have their permits reviewed annually, and annual background checks may be conducted as part of the review process.

(b) For purposes of this Section and CMC 63135.2, "person who has engaged in disqualifying conduct" means a person who has done any of the following within five (5) years of the date of the permit application:

1. Has been convicted in a court of competent jurisdiction of, or pleaded nolo contendere to, any the following:

a. A misdemeanor or felony offense that relates directly to the operation of a massage parlor.

b. A felony whose commission occurred on the premises of a massage parlor.

c. A violation of California Penal Code Sections 266h, 266i, 314, 315, 316, 318, 647(a) or 647(b).

d. A felony offense involving the sale of a controlled substance specified in California Health and Safety Code Sections 11054, 11055, 11056, 11057, or 11058.

e. Conspiracy or attempt to commit any of the aforesaid offenses.

f. An offense in a jurisdiction outside the State of California that is substantially the equivalent of any of the aforesaid offenses.

2. Has been found guilty of, or has pleaded guilty or nolo contendere to, any lesser-included offense of any of the aforesaid offenses.

3. Has been required to register under the provisions of California Penal Code Section 290.

4. Has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to California Penal Code Sections 11225 through 11235 or any similar provisions of law in a jurisdiction outside the State of California.

5. Has had denied, suspended or revoked any massage-related permit or license issued by any other public agency that regulates massage parlors or massage technicians. (Ord. 71-183, § 3; Ord. 98-1151U, § 3; Ord. 98-1151, § 3)"

"**63134.3 Same – Performance Standards**

Massage parlors shall be operated in compliance with the following standards:

(a) Every massage technician employed or utilized on the premises shall have a valid ***California Massage Therapy Council or CMTAC certificate*** ~~permit~~.

(b) Arrangements for massage services to be administered shall be made within the room containing the posted schedule of services.

(c) No services shall be performed other than the administration of massage services listed on the posted schedule of services.

(d) No sums shall be charged other than those listed on the posted schedule of services.

(e) Employees and massage technicians shall not advise, suggest, or otherwise indicate to a patron the availability of any service that is not listed on the posted schedule of services.

(f) Massage technicians shall not perform any service for a patron that such patron did not request within the room containing the posted schedule of services.

(g) A clean sheet or other effective sanitary covering shall be placed over any surface upon which a patron lies during the administration of massage services. Such sheet or covering shall be deposited in the "soiled linen" cabinet at the conclusion of any service.

(h) Clean and sanitary towels, sheets, and linens shall be provided in sufficient quantity. Towels, sheets, and linens shall not be used by more than one (1) person without having first been laundered. Heavy white paper may be substituted for sheets provided that such paper is used once for each person and then discarded into a sanitary receptacle.

(i) Walls, ceilings, floors, pools, showers, bathtubs, steam rooms, appliances, apparatuses, and other physical facilities shall be in good repair and shall be maintained in a clean and sanitary condition.

(j) Wet and dry heat rooms, steam and vapor rooms, steam and vapor cabinets, shower compartments, and bathrooms shall be thoroughly cleaned and disinfected each day the business is in operation.

(k) Bathtubs shall be thoroughly cleaned and disinfected after each use.

(l) Instruments used in administering massage services shall be disinfected and sterilized after each use.

(m) Employees and massage technicians shall be clean and dressed appropriately in clean, opaque uniforms that do not expose specified anatomical areas, undergarments or the bare midriff. For purposes of this Section, the term "specified anatomical areas" means the following human anatomical areas: genitals; pubic regions; buttocks; anuses; and female breasts below a point immediately above the top of the areolae. As used in this paragraph, "dressed appropriately" shall further mean the wearing of clothing that (at a minimum) complies with the following requirements:

1. All garments covering the upper torso (e.g., shirts and dresses) shall have both: (i) sleeves not less than two (2) inches in length, measuring from the top of the shoulder; and (ii) necklines no lower than two (2) inches below the clavicle; and

2. Hems of dresses, skirts, smocks, and other similar garments shall not be more than two (2) inches above the top of the knee; and

3. Cuffs and hems of shorts, culottes, pants and other similar garments shall not be more than six (6) inches above the top of the knee.

(n) Massage technicians and employees shall not expose specified anatomical areas, as defined in paragraph (m) above, to patrons.

(o) Patrons shall not be permitted to expose specified anatomical areas, as defined in paragraph (m) above, while receiving massage services.

(p) At least one (1) responsible person acting as manager shall be on the premises at all times the establishment is open for business. Such manager shall be familiar with the requirements of this Section and shall be capable of communicating the provisions of this Section to employees and patrons.

(q) Business shall not be conducted between the hours of 11:00 p.m. and 9:00 a.m.

(r) Alcoholic beverages shall not be sold, served, furnished, kept, or possessed on the premises.

(s) A legible record book containing the following information shall be maintained at the establishment: (i) the type, date and time of each massage service administered; (ii) the name and address of the patron receiving such massage service; and (iii) the name of the massage technician who administered such massage service. Such records shall be open for inspection by City officials and maintained for a minimum period of two (2) years.

(t) The establishment shall not be operated under any name other than the name listed on the permit application.

(u) Children under the age of eighteen (18) must be accompanied by an adult or provide written authorization by parent or legal guardian.

(v) A policy of insurance shall be maintained whereby the permittee is insured against liability for injury or death to any person as a result of massage services. The minimum liability limits shall not be less than $1,000,000 for each incident of injury or death to a person. Proof of such insurance policy shall be submitted in conjunction with the permit application.

(w) All massages shall be administered on-site and indoors; provided, however, that massages may be administered outdoors to the head, neck, back and arms of patrons sitting in chairs in public or semi-public places. (Ord. 71-183, § 3; Ord. 98-1151U, § 5; Ord. 98-1151, § 5)"

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

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

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

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PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this 17th day of June, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

DISCUSSION 24.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager

Subject: CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF ORDINANCE 25-2516, AMENDING THE CARSON MUNICIPAL CODE TO INCREASE THE MEMBERSHIP OF THE HUMAN RELATIONS COMMISSION TO ADD MEMBERS WITH A FOCUS ON DISABILITY-RELATED MATTERS (CITY COUNCIL)

I. SUMMARY

This item allows the City Council to increase the membership of the Human Relations Commission by two (2) additional seats, reserved for members who have demonstrated knowledge or experience in disability-related matters. This will help enable the Human Relations Commission to better fulfill its stated policy and its duties and functions to address barriers, promote inclusivity, and provide informed recommendations to the City Council on those matters.

II. RECOMMENDATION

1. INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2516, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 2762 (MEMBERS), 2764 (REGULAR MEETINGS), AND 2766 (DUTIES AND FUNCTIONS OF COMMISSION) OF CHAPTER 7 (DEPARTMENTS, BOARDS, COMMISSIONS) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE TO INCREASE THE MEMBERSHIP OF THE HUMAN RELATIONS COMMISSION TO ADD MEMBERS WITH A FOCUS ON DISABILITY-RELATED MATTERS"

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws.

IV. BACKGROUND

The Human Relations Commission serves as an advisory body to the City Council providing recommendations and guidance on matters related to human relations. The stated policy of the Human Relations Commission is not only to protect and insure the legal rights of individuals and groups, but also to seek to provide opportunity for the full realization of the hopes, aspirations, abilities and ambitions of individuals of all religions, races, national origins, political beliefs, economic or social status, cultural background, ages or sex, thereby encouraging and developing the human resources of the community to their highest potential value.

The tenure of the first two members with a focus on disability-related matters appointed pursuant to this proposed ordinance would expire April 30, 2026. Thereafter, all members with a focus on disability-related matters would be appointed biennially for two (2) year terms expiring at midnight on April 30th of each regular municipal election year, consistent with the General Members of the Human Relations Commission.

The two members with a focus on disability-related matters would be required to meet all of the below qualifications to be appointed:

1. Have an interest in disability-related human relations issues and concerns.
2. Have professional experience, educational qualifications, or other demonstrated expertise or knowledge related to rights, advocacy, access, services, policies, or issues of concern for persons with disabilities.

The proposed ordinance would also expand two of Commission's stated duties and functions to expressly include addressing discrimination on the basis of disability.

The proposed ordinance would also recognize that with the increase in Commission membership from 9 to 11 members, the number of members necessary to constitute a quorum would increase from five to six. Lastly, the proposed ordinance would make minor edits to the existing CMC provisions governing appointments to and removals from the Human Relations Commission for consistency with the City's Charter.

V. FISCAL IMPACT

If the ordinance is adopted and the two new Commission seats are added, the new City Commissioners would receive a $50.00 stipend per meeting attended, consistent with existing Commissioners. This additional expense can be absorbed in the City Council adopted budget for Fiscal Year 2025-2026 within account 101-50-501-144-6157.

VI. EXHIBITS

1. Ordinance 25-2516

Attachments

Ordinance 25-2516

ORDINANCE NO. 25-2516

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 2762 (MEMBERS), 2764 (REGULAR MEETINGS), AND 2766 (DUTIES AND FUNCTIONS OF COMMISSION) OF CHAPTER 7 (DEPARTMENTS, BOARDS, COMMISSIONS) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE TO INCREASE THE MEMBERSHIP OF THE HUMAN RELATIONS COMMISSION TO ADD MEMBERS WITH A FOCUS ON DISABILITY-RELATED MATTERS

WHEREAS, the Human Relations Commission ("Commission") serves as an advisory body to the City Council providing recommendations and guidance on matters related to human relations. The stated policy of the Commission is not only to protect and insure the legal rights of individuals and groups, but also to seek to provide opportunity for the full realization of the hopes, aspirations, abilities and ambitions of individuals of all religions, races, national origins, political beliefs, economic or social status, cultural background, ages or sex, thereby encouraging and developing the human resources of the community to their highest potential value, thereby improving the quality of our society and the richness of life; and

WHEREAS, the Commission's duties and functions include (among other things) advising the City Council on all matters involving discrimination on the basis of race, religion, national origin, culture, economic status, age or sex, and receiving, hearing and investigating complaints of tensions, practices of discrimination and acts of prejudice against any person or group because of race, color, religion, ethnic origin, culture, economic status, age or sex. To better fulfill the Commission's stated policy, the City Council desires to amend these stated duties and functions of the Commission to expressly include discrimination on the basis of disability; and

WHEREAS, increasing the membership of the Commission by two (2) additional seats, reserved for members who have demonstrated knowledge or experience in disability-related matters, will enable the Commission to better fulfill its stated policy and its amended duties and functions and thereby address barriers, promote inclusivity, and provide informed recommendations to the City Council on those matters. It will also ensure protection and consideration of the rights and interests of this facet of the community in the Commission's actions and decisions. Accordingly, the City Council now sees fit and intends to increase the Commission's membership accordingly.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AMENDMENT. Section 2762 (Members) of part G (Human Relations Commission) of Chapter 7 (Departments, Boards, Commissions) of Article II (Administration) of the Carson Municipal Code is hereby amended to read in its entirety as follows (new text is identified in ***bold & italics***, deleted text in ~~strikethrough font~~):

"2762 Members.

The Human Relations Commission shall consist of ~~nine (9)~~ ***eleven (11)*** members, ***including*** seven (7) general members***,*** ~~and~~ two (2) youth members, ***and two (2) members with a focus on disability-related matters,*** and three (3) alternate members who shall be called upon, when necessary, in the order of their appointments as Alternate 1, 2 or 3, to substitute for any absent commissioner, each of whom shall be a resident of the City of Carson. The members shall be appointed as follows.

(a) General Members. ***Except as otherwise provided in Charter Section 602, a*** ~~A~~ll general members shall be appointed by the Mayor with the approval of a majority of the entire City Council present, including the Mayor. Subject to the provisions of this Section 2762, the tenure of the first general members appointed after the effective date hereof shall expire April 30, 1994. Thereafter, all general members shall be appointed biennially for two (2) year terms expiring at midnight on April 30th of each regular municipal election year (each even-numbered year).

(b) Youth Members. ***Except as otherwise provided in Charter Section 602, t*** ~~T~~he two (2) youth members shall be appointed by the Mayor, based upon the recommendation of the general members, and subject to approval by the entire City Council present, including the Mayor. Each youth member shall serve for a one (1) year term or until his or her successor is appointed and qualified. All terms of office shall commence on July 1st of each year and expire on June 30th of the successive year. Thereafter, one (1) or both of the youth commissioners may be appointed for one (1) additional year, for a maximum tenure of two (2) years. The two (2) youth members shall meet all of the following qualifications.

(1) Youth members shall be between the ages of sixteen (16) and twenty-one (21) and enrolled in school at the time of appointment;

(2) Youth members shall have maintained at least a 2.0 grade point average in the previous school year; and

(3) Youth members shall have an interest in human relations issues and concerns.

(c) Members with a Focus on Disability-Related Matters. Except as otherwise provided in Charter Section 602, the two (2) members with a focus on disability-related matters shall be appointed by the Mayor, based upon the recommendation of the general members, and subject to approval by the entire City Council present, including the Mayor. Subject to the provisions of this Section 2762, the tenure of the first members with a focus on disability-related matters appointed pursuant to the ordinance that enacted this subsection shall expire April 30, 2026. Thereafter, all members with a focus on disability-related matters shall be appointed biennially for two (2) year terms expiring at midnight on April 30th of each regular municipal election year (each even-numbered year). Notwithstanding these members' focus on disability-related matters which is anticipated to naturally result from the qualification requirements stated below, these members shall participate in all proceedings of the Commission, subject to compliance

with applicable law. The two (2) members with a focus on disability-related matters shall meet all of the following qualifications:

(1) Have an interest in disability-related human relations issues and concerns;

(2) Have professional experience, educational qualifications, or other demonstrated expertise or knowledge related to rights, advocacy, access, services, policies, or issues of concern for persons with disabilities.

(***d*** ~~c~~) Termination, Vacancies, Voting. The tenure of any member of the Commission and any Alternate shall be terminable at will, and without cause, ***by removal upon recommendation/nomination for removal by the Mayor and a vote of a majority of the membership of the City Council pursuant to Charter Section 605*** ~~on the motion of any member of the Council, duly seconded, and with the approval of a majority of the entire City Council present, including the Mayor~~. Subject to the provisions of this Section, the tenure of Commission members appointed on or after April 1, 1997, shall expire at midnight on the last day of the calendar month in which the next general municipal election after the member's appointment is held for seats on the Carson City Council. Each Commission member shall continue to serve until a successor has been appointed by the appointing power and has qualified unless the City Council declares the position to be vacant. Should any vacancy exist on the Commission, ***except as otherwise provided in Charter Sections 602 and 605,*** an appointment shall be made by the Mayor with the approval of a majority of the entire City Council present, including the Mayor. All appointments shall be made in an open meeting of the City Council. Action taken by the Commission shall only be valid if a majority of the general members present, and in no event less than three (3) general members, have voted for it."

SECTION 3. AMENDMENT. Section 2764 (Regular Meetings) of part G (Human Relations Commission) of Chapter 7 (Departments, Boards, Commissions) of Article II (Administration) of the Carson Municipal Code is hereby amended to read in its entirety as follows (new text is identified in ***bold & italics***, deleted text in ~~strikethrough font~~):

"**2764 Regular Meetings.**

The Human Relations Commission shall hold at least one (1) regular meeting in each month at such time and date as designated in the rules and regulations of the Commission. ***Six (6)*** ~~Five (5)~~ members of the Commission shall constitute a quorum. The Commission may hold its meetings in the Council Chambers or in such other suitable place as the Commission may designate. All meetings of the Commission shall be open to the public."

SECTION 4. AMENDMENT. Section 2766 (Duties and Functions of Commission) of part G (Human Relations Commission) of Chapter 7 (Departments, Boards, Commissions) of Article II (Administration) of the Carson Municipal Code is hereby amended to read in its entirety as follows (new text is identified in ***bold & italics***, deleted text in ~~strikethrough font~~):

"**2766 Duties and Functions of Commission.**

The Carson Human Relations Commission shall have the following duties and responsibilities:

(a) To advise and consult with the City Council, City Administrator, and the commissions, boards and officers of the City on all matters involving discrimination on the basis of race, religion, national origin, culture, economic status, ***disability,*** age or sex;

(b) To recommend such corrective or legislative action as may be appropriate to effectuate the policy of the City Council which is declared in this Part;

(c) To invite and enlist the cooperation of racial, religious and ethnic groups, youth and senior citizen organizations, community organizations, fraternal and benevolent societies, veterans organizations, professional and technical organizations and other groups in the City of Carson in carrying on its work;

(d) To foster communication, mutual respect and understanding among all racial, religious and other groups in the community;

(e) To make such studies in any area of human relationship in the community as in the judgment of the Commission will aid in effectuating its general purpose;

(f) To cooperate with the City, County, State and Federal agencies whenever it deems such action appropriate in effectuating the policy of this Part;

(g) To initiate, conduct or recommend such educational programs as, in the judgment of the Commission, will increase good will among inhabitants of the community and open new opportunities into all phases of community life and society for all inhabitants of the City;

(h) To hold conferences, and other public meetings, in the interest of the constructive resolution of racial, religious or other group tensions, prejudice or discrimination;

(i) To receive, hear and investigate complaints of tensions, practices of discrimination and acts of prejudice against any person or group because of race, color, religion, ethnic origin, culture, economic status, ***disability,*** age or sex, whether practiced by private persons, associations, corporations or public bodies, and to seek to resolve such matters through consultation and advice;

(j) To seek the best means of progressively improving human relations in the entire City;

(k) To issue such publications and such special reports concerning its work and investigations it may consider desirable and in the public interest, subject to the approval of the City Council;

(l) To refer all findings of discrimination within the jurisdiction of any County, State or Federal boards, commissions or departments to such agencies;

(m) To make recommendations and reports to the City Council on all matters within the duties and functions of the Commission;

(n) To submit an annual report to the City Council and such other reports as may be requested by the City Council."

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted and codified in the manner required by law.

[signatures on the following page]

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

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, July 15, 2025, 5:00 PM

ORDINANCE SECOND READING 25.

To: Honorable Mayor and City Council

From: McKina Alexander, Acting Planning Manager CD Planning

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2514: AN ORDINANCE MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES (CITY COUNCIL)

I. SUMMARY

On July 1, 2025, under Item No. 24 of the City Council meeting agenda, following a duly noticed public hearing, the City Council voted 5-0 for introduction and first reading of Ordinance No. 25-2514 (Exhibit No.1). This item transmits a request for the City Council to conduct a Second Reading, by title only, and adopt Ordinance No. 25-2514.

II. RECOMMENDATION

CONDUCT a Second Reading by title only and with further reading waived, and **ADOPT** Ordinance No. 25-2514, entitled "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES".

III. ALTERNATIVES

TAKE any action the City Council deems appropriate that is consistent with the requirements of the law.

IV. BACKGROUND

In March 2024, by Ordinance No. 24-2405, the City Council adopted Phase 1 of the new Carson Zoning Code ("Phase 1 Code"), partially superseding the City's original 1977 Zoning Code, as amended ("Old Code"). On June 10, 2025, following a duly noticed public hearing, the Planning Commission adopted Planning Commission Resolution No. 25-2888, recommending City Council approval of the text amendments to both the Old Code and Phase 1 Code which are contained in Urgency Ordinance No. 25-2515U and the proposed Ordinance No. 25-2514. On July 1, 2025, following a duly noticed public hearing, the City Council adopted Urgency Ordinance No. 25-2515U and introduced for first reading the proposed Ordinance No. 25-2514.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Ordinance No. 25-2514

Attachments

Ord No. 25-2514 re Director Approval Authority

ORDINANCE NO. 25-2514

AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, MAKING A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(B)(3) AND APPROVING VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE RELATED TO COMMUNITY DEVELOPMENT DIRECTOR APPROVAL AUTHORITY AND REQUIREMENTS AND CITY COUNCIL REVIEW PROCEDURES

WHEREAS, in October 1977, the City of Carson ("City") adopted Ordinance No. 77-413, entitled the Carson Zoning Ordinance, which has been amended numerous times through subsequent ordinances over the years to update and refine the City's zoning regulations ("Old Code"); and

WHEREAS, on March 19, 2024, as Phase 1 of an anticipated 2-Phase comprehensive update to the Carson Zoning Ordinance, the City adopted Ordinance No. 24-2405, which partially supersedes the Old Code as detailed in Ordinance No. 24-2405 ("Phase 1 Zoning Code"); and

WHEREAS, the text amendments in this Ordinance are made to both the Old Code and the Phase 1 Zoning Code, given the current limited applicability of each; and

WHEREAS, the text amendments in this Ordinance are consistent with the policies of the City's General Plan and any applicable Specific Plan and will not substantially impair achieving such plans' objectives; and

WHEREAS, the text amendments in this Ordinance are made to, and will, promote the growth of the City in an orderly manner and promote and protect the public health, safety, and general welfare, consistent with the Carson Zoning Ordinance (including the Old Code and the Phase 1 Zoning Code, to the extent applicable); and

WHEREAS, the text amendments in subsection A of Section 3 and subsections A and B of Section 4 of this Ordinance are to ensure that before the Community Development Director or his or her designee approves or conditionally approves any new land use or development project in the City, he or she first apprises the City Manager of the proposed approval and obtains the City Manager's concurrence to help verify the accuracy and correctness of the decision before it is rendered; and

WHEREAS, the text amendment in subsection C of Section 4 of this Ordinance is to eliminate an overly burdensome administrative requirement on City staff that was added as part of the Phase 1 Zoning Code and that is not required under the Old Code nor by State law; and

WHEREAS, the text amendment in subsection D of Section 4 of this Ordinance is to eliminate a new requirement that was added as part of the Phase 1 Zoning Code, is not required under the Old Code nor by State law, and imposes an unnecessary burden on the right of City

Councilmembers to request review of decisions made by the Director or the Planning Commission; and

WHEREAS, on June 10, 2025, the Planning Commission held a duly noticed public hearing to consider the text amendments set forth in this Ordinance, and following the hearing, recommended that the City Council find that adoption of the text amendments is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and adopt the text amendments; and

WHEREAS, on July 1, 2025, the City Council held a duly noticed public hearing to consider the text amendments set forth in this Ordinance and the Planning Commission's recommendation thereon, and, having done so, now sees fit and intends to find that adoption of the text amendments is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and to adopt the text amendments as recommended by the Planning Commission; and

WHEREAS, all of the legal prerequisites to adoption of this Ordinance have occurred.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference as findings of fact.

SECTION 2. ENVIRONMENTAL REVIEW. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under the "common sense" exemption in CEQA Guidelines § 15061(b)(3), because it can be seen with certainty that there is no possibility that adoption of the text amendments set forth in this Ordinance, which relate only to the City's administrative review and noticing procedures, may have a significant effect on the environment.

SECTION 3. AMENDMENT TO OLD CODE. The Old Code is hereby amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough font~~):

A. Subsection A of Section 9173.31 ("Findings and Decision") of the Old Code is hereby amended to read as follows:

> "In connection with each decision by the Commission or Director, written findings shall be adopted relating to the applicable criteria of the State Planning and Zoning Law and of this Chapter and based upon the hearing and the record of the case. ***The Director shall not issue any decision approving or conditionally approving a proposed use or development without first obtaining the concurrence of the City Manager or his or her designee. Any such Director decision issued without such concurrence shall be of no force or effect.***"

SECTION 4. AMENDMENTS TO THE PHASE 1 ZONING CODE. The Phase 1 Zoning Code is hereby amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough font~~):

A. Section 9411.4 ("Community Development Director") of Division 1 ("Planning Authorities") of Part 4 ("Administration and Permits") is hereby amended as follows:

i. Subsection B of Section 9411.4 is hereby amended read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, r***~~R~~eview and issue land use permits that are minor in nature and which customarily result in an activity of generally minor public controversy and adverse impact based on specific findings of fact to support the resulting decision. Subject to applicable law, the Director has authority to impose specific conditions when warranted to ensure that the requested activity or project is conducted or constructed in a manner consistent with the goals, objectives, and policies of the General Plan."

ii. Subsection D of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, a***~~A~~pprove, conditionally approve, modify, or deny requests for waivers to dimensional requirements, pursuant to Division 9, Exceptions."

iii. Subsection H of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, r***~~R~~eview applications for permits and licenses for conformance with the Zoning Code and issue a Zoning Compliance Determination pursuant to Division 3, Zoning Compliance Review when the proposed use, activity or building is allowed by right and conforms to all applicable development and use standards."

iv. Subsection K of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, a***~~A~~pprove, conditionally approve, modify, or deny applications for Minor Use Permits, modifications to conditions of approved Use Permits, and time extensions of Use Permits, pursuant to Division 6, Minor and Major Use Permits, and temporary Use Permits, pursuant to Division 10, Temporary Use Permits."

v. Subsection L of Section 9411.4 is hereby amended to read as follows:

"***Subject to the prior concurrence of the City Manager or his or her designee, d*~~D~~ecide requests for minor modifications to approved permits, pursuant to Division 2, Common Procedures, Section 9412.11, Changes to an Approved Permit."

vi. A new Subsection T is hereby added to Section 9411.4 as follows:

"***Wherever this Code authorizes the Director to make a decision to approve or conditionally approve a proposed use or development, any such approval or conditional approval shall require prior concurrence from the City Manager or his or her designee. The Director shall not issue any such approval or conditional approval without such prior concurrence, and any such approval or conditional approval issued without such prior concurrence shall be null and void.***"

B. Section 9411.5 ("Summary of Authorities for Decisions and Appeals") of Division 1 ("Planning Authorities") of Part 4 ("Administration and Permits") is hereby amended as follows:

i. A new "**" notation shall be inserted after "Director" in the cells of Table 9411.5 ("Summary of Authorities for Planning and Zoning Decisions and Appeals") where "Director" is identified as the "Approval Authority" for "Zoning Compliance Review" under "Ministerial Actions" and for "Minor Changes to an Approved Permit (Ministerial or Discretionary)," "Temporary Use Permit," "Development and Site Plan Review Permit," and "Minor Use Permit" under "Adjudicative Actions," and after "Approval Authority for Original Permit" where "Approval Authority for Original Permit" is identified as the "Approval Authority" for "Major Changes to an Approved Permit," under "Adjudicative Actions."

ii. A corresponding description for the "**" notation shall be added at the end of Table 9411.5 ("Summary of Authorities for Planning and Zoning Decisions and Appeals"), to read as follows: "** Director approval is subject to prior concurrence of the City Manager or his or her designee."

C. Subparagraph (2) ("Director Decisions") of subsection (J) ("Transmission of Notice of Official Action") of Section 9412.6 ("Public Hearings; Decisions") of Division 2 ("Common Procedures") of Part 4 ("Administration and Permits") is hereby amended to read as follows:

"If the Director is the Approval Authority for the decision, then the Director shall promptly transmit the Statement of Official Action to: (i) the applicant via first-class mail to the address shown on the application; (ii) the owner of the subject property if other than the applicant, via first-class mail to the address shown on the latest equalized assessment roll; (iii) the occupant of the subject property if any other than the applicant, via first-class mail

to the address of the subject property; (iv) the Planning Commission and City Council, via their City email addresses; ~~(v) all owners of record within a 750-foot radius of the subject property as shown on the latest equalized assessment roll~~; and (v~~i~~) any person or group who has filed a written request for notice regarding the specific application with the Director or City Clerk and has paid any required fee that the City Council has adopted to provide such service."

D. Subsection (G) ("Calls for Review") of Section 9412.13 ("Appeals") of Division 2 ("Common Procedures") of Part 4 ("Administration and Permits") is hereby amended to read as follows:

"***Any member*** ~~A majority of the quorum~~ of the City Council may call for review of a decision of the Director or Planning Commission within the appeal period. The call for review shall be processed in the same manner as an appeal by any other person. Such action shall stay all proceedings in the same manner as the filing of an appeal. Such action shall not require any statement of reasons and shall not represent opposition to or support of an application or appeal."

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions hereof may be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted and codified in the manner required by law.

[signatures on the following page]

PASSED, APPROVED and **ADOPTED** by a vote of the City Council at a regular meeting of the City Council on this ___ day of _____, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney