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

Tuesday, August 5, 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. ELDER LYNETTE HARRIS FROM FAMILY OF FAITH CHRISTIAN CENTER

CLOSED SESSION (Items 2-5)

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 title of such litigation is as follows: Ruben Hovanesian v. City of Carson, et al., Los Angeles Superior Court Case No. 23CMCV01560.

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(s), regarding labor negotiations with American Federation of State, County and Municipal Employees (AFSCME Local 809) Part-time.

5. 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) (Items 6-7)

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

7. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE

PRESENTATIONS (Item 8)

8. CERTIFICATE OF RECOGNITION TO THE CARSON BASEBALL TEAM

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 15, 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 OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD JUNE 1, 2025 THROUGH JUNE 30, (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

11. CONSIDER ADOPTING RESOLUTION NO. 25-084, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $12,743,982.35, DEMAND CHECK NUMBERS 263-264, 180168 THROUGH 180612 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-084, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $12,743,982.35, DEMAND CHECK NUMBERS 263-264, 180168 THROUGH 180612."

12. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)
RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

13. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)
RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

14. CONSIDER AWARD AND APPROVAL OF CONTRACT SERVICES AGREEMENT FOR WORKERS COMPENSATION THIRD PARTY CLAIMS ADMINISTRATION SERVICES TO ADMINSURE, INC. FOR A FIVE-YEAR TERM FROM AUGUST 15, 2025 TO AUGUST 15, 2030 (CITY COUNCIL)
RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Contract Services Agreement with Adminsure, Inc. to provide Workers Compensation Third Party Claims administration (TPA) services to the City for a total contract sum of $598,871 over a five-year term (Exhibit No. 1; "Agreement"); and

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

15. CONSIDER APPROVING THE VELOCITYEHS, INC. MASTER SUBSCRIPTION & SERVICES AGREEMENT FOR MANAGEMENT OF CHEMICAL SAFETY DATA SHEETS (CITY COUNCIL)
RECOMMENDED ACTION

— 1. APPROVE the VelocityEHS, Inc. Master Subscription & Services Agreement.

— 2. AUTHORIZE the City Manager to execute the agreement subject to approval as to form by the City Attorney.

16. CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT TO CASCADIA CONSULTING GROUP, INC TO UPDATE THE CITY OF CARSON'S CLIMATE ACTION PLAN AND ADOPTION OF RESOLUTION NO. 25-085 " A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" (CITY COUNCIL)
RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Contract Services Agreement with Cascadia Consulting Group, Inc. in the amount of $150,000.00.

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

— 3. ADOPT Resolution No. 25-085 “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS"

17. APPROVAL AND RATIFICATION OF AGREEMENT WITH PROFESSIONAL COMMUNICATIONS NETWORK (PCN) FOR CALL CENTER SERVICES AND RELATED INDEMNIFICATION PROVISIONS (CITY COUNCIL)
RECOMMENDED ACTION

— 1. RATIFY and APPROVE the agreement entered into with Professional Communications Network (PCN) for call center services related to illegal fireworks complaints.

— 2. RATIFY and AUTHORIZE the City Manager's execution of the agreement approved as to form by the City Attorney.

18. APPROVAL AND RATIFICATION OF AGREEMENTS WITH FLYING LION, INC. FOR DRONE SURVEILLANCE SERVICES AND RELATED INDEMNIFICATION PROVISIONS FOR UNION SOUTH BAY ROOFTOP ACCESS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE and RATIFY the agreement between the City of Carson and Flying Lion, Inc. for drone surveillance services.

— 2. APPROVE and RATIFY the use agreement between Flying Lion, Inc. and the CSCDA Community Improvement Authority.

— 3. AUTHORIZE and RATIFY the City Manager's execution of both agreements approved as to form by the City Attorney.

19. CONSIDER AWARDING AND APPROVING CONTRACT SERVICES AGREEMENTS TO NEXGEN SALES AND PROTIME SPORTS, INC. FOR ON-CALL PURCHASES OF YOUTH SPORTS UNIFORMS AS NEEDED (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE any irregularities in the proposals received, pursuant to CMC 2611(l)(2); and

— 2. AWARD and APPROVE a five-year on-call Contract Services Agreement, with one (2) two-year extensions at the City's discretion, to NEXGEN SALES, for the provision of youth sports uniforms, at a not-to-exceed Contract Sum of $1,750,000 for the initial five-year contract term (Exhibit No. 1; the "NexGen Contract"); and

— 3. AWARD and APPROVE a five-year on-call Contract Services Agreement, with one (2) two-year extensions at the City's discretion, to PROTIME SPORTS, INC., for the provision of youth sports uniforms, at a not-to-exceed Contract Sum of $1,750,000 for the initial five-year contract term (Exhibit No. 2; the "Pro Time Sports Contract"); and

— 4. AUTHORIZE the Mayor to execute the NexGen Contract and the ProTime Sports Contract, 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. CONSIDER ADOPTION OF RESOLUTION 25-078, APPROVING MEASURE R FUNDING AGREEMENT AMENDMENT NO. 1 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1780: VICTORIA TRANSIT CENTER, LACMTA PROJECT # MR524.02, FTIP # LA9919119 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-078, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT", extending FY 2021-22 and 2022-23 funds to June 30, 2027 (Exhibit No. 4).

— 2. AUTHORIZE the Mayor to execute Funding Agreement Amendment No. 1 (Exhibit No. 3) following approval as to form by the City Attorney, for the design and construction of the transit center as part of Project No. 1780.

22. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC TO PROVIDE GRAFFITI ABATEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Graffiti Protective Coatings, Inc. to provide Graffiti Abatement Services increasing the contract sum by $129,600.00 for a new total contract sum of $259,200.00 and extending the term by one year.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 to the agreement with Graffiti Protective Coatings Inc., following approval as to form by the City Attorney.

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 AN AWARD OF A CONSTRUCTION CONTRACT FOR PROJECT NO. 1657: TRAFFIC SIGNAL INSTALLATION AT SIX INTERSECTIONS LOCATED AT: FIGUEROA STREET AT VICTORIA STREET; FIGUEROA STREET AT 223RD STREET; FIGUEROA STREET AT 234TH STREET; MAIN STREET AT ALBERTONI STREET; MAIN STREET AT 220TH STREET; AND MAIN STREET AT VICTORIA STREET (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Construction Contract for Project No. 1657: Traffic Signal Installation at Six Intersections in the amount of $5,661,686.00 to the lowest responsive and responsible bidder, Elecnor Belco Electric, Inc.

— 2. AUTHORIZE the Mayor to execute a construction contract following approval as to form by the City Attorney.

24. 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)

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

ORDINANCE SECOND READING (Item 25)

25. CONSIDER SECOND READING AND ADOPTION 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. CONDUCT a Second Reading by title only and with full reading waived, and

— 2. ADOPT, Ordinance No. 25-2509, entitled "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".

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 30, 2025

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, August 5, 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 15, 2025 (REGULAR)

I. SUMMARY

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

- Tuesday, July 15, 2025 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, July 15, 2025 (Regular)

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

Attachments

Minutes - CC Reg Mtg 07-15-25.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

JULY 15, 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 Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Cedric Hicks, Sr. in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

City Clerk/Agency Secretary/Authority Secretary, Dr. Khaleah K. Bradshaw noted the roll:

Council Members/Agency Members/Authority Board Members Present:

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:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes (Excused)

Council Member/Agency Member/Authority Board Member Arleen Rojas (Entered at 5:07 P.M.)

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Assistant City Manager; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; William Jefferson, Director of Finance; Gary Carter, Director of Information Technology and Security; and Josh Boudreaux, Director of Human Resources

FLAG SALUTE

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

INVOCATION (Item 1)

1. PASTOR JIMMY ORELLANA FROM CALVARY LIFE CHURCH- 5:03 PM

   Pastor Jimmy Orellana from Calvary Life Church gave the invocation.

CLOSED SESSION (Items 2-7)

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 titles of such litigations are as follows: Vili, Yolanda v City of Carson (WCAB No. ADJ17288999).

ACTION: No reportable action was taken.

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.

ACTION: No reportable action was taken.

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

ACTION: No reportable action was taken.

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).

ACTION: No reportable action was taken.

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 one case.

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)

City/Agency/Authority Attorney Soltani 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 5:06 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. to Closed Session.

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

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

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

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

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

7. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (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 6:11 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

City/Agency/Authority Attorney Soltani gave the Closed Session Report.

INTRODUCTIONS (MAYOR) (Item 8)

8. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:26 PM

Item No. 8 was heard after approval of the Consent items.

Captain Norman reported/announced the following:

- Special Operation Patrol conducted from July 2nd to July 9th to support the No Fireworks Policy which included activities of calls of service, citations issued, illegal fireworks recovered, and arrests were made; a home sustained about $50,000 worth of damage due to fireworks
- Street Takeover Operation conducted on July 13, 2025 at two locations; citations issued, vehicles towed, and arrests were made
- Carson Pocket Bike Operation conducted due to the increase of motorized bicycles traveling throughout Carson and Los Angeles County cities; an arrest was made
- Invited everyone to the upcoming Community Night Out event on Wednesday, August 6, 2025, from 5:00 P.M. to 8:00 P.M.
- Crime Statistics Report

Council Member/Agency Member/Authority Board Member Dear thanked Captain Norman for her thorough reports and encouraged everyone to attend the Community Night Out event.

Council Member/Agency Member/Authority Board Member Rojas reiterated the statistics that Captain Norman shared about the misdemeanor citations issued from the 4th of July holiday.

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked for clarity about the citations. Captain Norman responded to his question. He asked for staff to bring a report showing how many people have paid the fines in the past.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. stated that he heard from residents that overall, there was a decrease of fireworks from Memorial Day to the Fourth of July. He also shared that he would like the City Manager's Office to work with Dignity Health Sports Park on a future robust Fourth of July show.

Council Member/Agency Member/Authority Board Member, Dr. Hilton suggested the City host a future Fourth of July drone show.

Council Member/Agency Member/Authority Board Member Dear offered comments in support of a future drone show.

Assistant City Manager, Dr. Lennox noted that a formal statistics report of the Fourth of July enforcement activities is forthcoming and the city is working with Dignity Health Sports Park for a show next year.

PRESENTATIONS

None.

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

Daniel Valdez- Item No. 16

Offered comments in support of the item

APPROVAL OF MINUTES (Item 9)

Item No. 9 was heard after Oral Communications for Matters Not Listed on the Agenda (Members of the Public).

9. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JULY 1, 2025 (REGULAR)- 6:24 PM

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

Motion To Approve submitted by Jim Dear seconded by Dr. Jawane Hilton resulting in 4-0-0-0-1 Absent was Mayor Lula Davis-Holmes

CONSENT (Items 10-22)

City Manager Roberts, Jr. shared that Item No. 20 will need to be continued to the next meeting.

Motion To Approve submitted by Dr. Jawane Hilton seconded by Jim Dear resulting in 4-0-0-0-1 Absent was Mayor Lula Davis-Holmes

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)- 6:25 PM

RECOMMENDED ACTION

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

ACTION: Item No. 10 was approved on Consent.

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)- 6:25 PM

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".

ACTION: Item No. 11 was approved on Consent.

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)- 6:25 PM

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".

ACTION: Item No. 12 was approved on Consent.

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)- 6:25 PM

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".

ACTION: Item No. 13 was approved on Consent.

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)- 6:25 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER REJECTION OF ALL PROPOSALS RECEIVED FOR REQUEST FOR PROPOSALS ("RFP") 24-020 FOR ECONOMIC DEVELOPMENT MARKETING STRATEGY SERVICES (CITY COUNCIL)- 6:25 PM

RECOMMENDED ACTION

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

ACTION: Item No. 15 was approved on Consent.

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)- 6:25 PM

RECOMMENDED ACTION

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

ACTION: Item No. 16 was approved on Consent.

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)- 6:25 PM

RECOMMENDED ACTION

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER APPROVAL OF AN AGREEMENT WITH RSG, INC. TO PROVIDE AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES (HOUSING AUTHORITY)- 6:25 PM

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.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER APPROVAL OF AN AGREEMENT WITH RSG, INC. TO PROVIDE MOBILE HOME RENT REVIEW SERVICES (CITY COUNCIL)- 6:25 PM

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.

ACTION: Item No. 19 was approved on Consent.

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- 6:25 PM

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

ACTION: City Manager Roberts, Jr. continued Item No. 20 to the next meeting with no objection heard.

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)- 6:25 PM

RECOMMENDED ACTION

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

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

ACTION: Item No. 21 was approved on Consent.

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)- 6:25 PM

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.

ACTION: Item No. 22 was approved on Consent.

SPECIAL ORDERS OF THE DAY

None.

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)- 6:42 PM

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"

Council Member/Agency Member/Authority Board Member Dear asked City/Agency/Authority Attorney Soltani to explain the changes to the ordinance. City/Agency/Authority Soltani outlined the changes.

(Council Member/Agency Member/Authority Board Member Rojas exited the meeting at 6:46 P.M.)

Item No. 23 was heard again after Item No. 24 with Council Member/Agency Member/Authority Board Member Rojas voting yes for Item No. 23.

Motion To Approve submitted by Jim Dear seconded by Dr. Jawane Hilton resulting in 4-0-0-0-1 Absent was Mayor Lula Davis-Holmes

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)- 6:50 PM

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"

(Council Member/Agency Member/Authority Board Member Rojas reentered the meeting at 6:50 P.M.)

City Manager Roberts, Jr. gave a report.

Council Member/Agency Member/Authority Board Member Dear noted that he would like an actual Disabilities Commission and hopefully there can be a commission in the future.

Motion To Approve submitted by Jim Dear seconded by Dr. Jawane Hilton resulting in 4-0-0-0-1 Absent was Mayor Lula Davis-Holmes

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)- 6:53 PM

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."

Motion To Approve submitted by Jim Dear seconded by Cedric L. Hicks Sr. resulting in 4-0-0-0-1 Absent was Mayor Lula Davis-Holmes

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

This item was heard after Oral Communications for Matters Listed on the Agenda (Members of the Public).

Miriam Cruz

Expressed concern regarding a particular address and requested an Inspection Report of the property

Upon inquiry, Assistant City Manager Dr. Lennox stated he would look into Miriam Cruz' request.

James Wright

Offered comments opposing the ban on safe and sane fireworks

Michael Madrilejo

Shared information about his youth program called API RISE held at Veterans Park

Mary Osibamiro accompanied with Abi Osibamiro

Invited everyone to the Grand Reopening/Ribbon Cutting Ceremony of the Santa Fe Medical Clinic located at 2637 E. Carson Street, Carson, Saturday, July 26, 2025, from 11:00 A.M. to 5:00 P.M.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member/Agency Member/Authority Board Member Dear asked that he would like consideration for a future Disabilities Commission.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member, Dr. Hilton thanked Dignity Health Sports Park for the fireworks show. He also shared that construction is underway with Sprouts.

Council Member/Agency Member/Authority Board Member Rojas shared that she is happy to be back from her diplomatic trip to the Philippines.

Council Member/Agency Member/Authority Board Member Dear shared a Happy 4th of July and he is pleased that Item No. 16 passed.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. shared a Happy 4th of July greeting; thanked Dignity Health Sports Park for an outstanding fireworks show; asked if the ad hoc committee can begin meeting to plan a robust show for next year. He asked for a report regarding enforcement of the street takeovers. City Manager Roberts, Jr. shared that the drones were also used to detect street takeovers and not just for fireworks. He stated the consultant for the drones will provide an informational report.

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

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw presented the Memorial Adjournment Requests as follows:

Mae Hue Logan

Aurora dela Cruz Medina

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested to add Bishop Dexter Killpatrick, brother-in-law to Dr. Arlington Rodgers Jr., to the Memorial Adjournment Requests. He gave a prayer.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. thanked staff for all that they do in the city and continue doing outstanding work.

ADJOURNMENT

The meeting was adjourned at 7:04 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

CONSENT 10.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Business License Revenue

Subject: CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD JUNE 1, 2025 THROUGH JUNE 30, (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new business licenses issued by the City of Carson 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

The City Manager has requested, once per month, that a list of all new licensed businesses in the City be presented to the City Council. For the period of June1, 2025 through June 30, 2025 the City of Carson has issued business licenses on new businesses. Attached as Exhibit 1 is the City Manager's report of new businesses issued business licenses between June 1, 2025 through June 30, 2025.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Business License Report - June 2025

Attachments

Businesses License Report June 2025.pdf

DBA	Bus address	Sic description	Business type
Luminex Security Group	454 E CARSON PLAZA DR 216	Security Guard Service	PERMIT, PATROLMAN
Kemade Foundation	404 E CARSON ST	Social Services, Not Elsewhere Classified	TAX EXEMPT, NON-PROFIT
Adaride.Com LLC	950 E Dovlen PL D100	Health And Allied Services, Not Elsewhere Classified	ADMINISTRATIVE OFFICE
Webtrans Scm, Inc.	2760 E EL PRESIDIO ST	Freight Forwarding	FREIGHT FORWARDER
Suite C	17625 CENTRAL AVE C	Cosmetology Shops Or Salons	BEAUTY SALON/SUPPLY
Asi Remit	131 W CARSON ST A	Foreign Currency Exchanges	BUSINESS SERVICE
To Love One Another LLC	520 E CARSON PLAZA CT 104	Psychotherapists, Except M.d.: Offices Of	PSYCHOTHERAPIST
Flowyline Design, Inc	17022 MONTANERO AVE 4	Tables, Household: Wood	HOME FURNISHING
Ken & Tel Properties LLC	17000 KEEGAN AVE	Lessors Of Property, Except Railroad, Buildings, Or Mobile Home Sites	COMMERCIAL RENTALS
Cotzyme	849 SANDHILL AVE	Industrial Supplies	TEXTILES
Baba Logistics LLC	21119 S WILMINGTON AVE	Parking Lots	WAREHOUSE/STORAGE YARDS
Knotlesskaay	20700 AVALON BLVD 100-36	Hairdressers	BEAUTICIAN/BARBER
Luminex Security Group	454 E CARSON PLAZA DR 216	Security Guard Service	SECURITY/PATROL SERVICE/ALARM SYST
Alexander Fireplace	20720 LEAPWOOD AVE E	Plumbing, Heating And Air-conditioning	CONTRACTOR/BLDRS CLASS C
V's Barbershop	1333 E CARSON ST	Barber Shops	BARBER SHOP
Fabs Distro	16820 MAIN ST	Special Warehousing And Storage, Not Elsewhere Classified	WAREHOUSE/STORAGE YARDS
Juice-C-Juice Books & More	940 E Dominguez ST STE K	Eating Places	FOOD ITEMS
The Rose Collective	21711 FIGUEROA ST 8	Beauty Shops Or Salons	BEAUTICIAN/BARBER
Elevate Next, LLC	17800 S MAIN ST 301	Household Audio And Video Equipment	VIDEO-SALES/RENTALS/SERVICE
RPR Trucking LLC	18780 CENTRAL AVE	Arrangement Of Transportation Of Freight And Cargo	TRUCKING/TRANSPORT

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, August 5, 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. 25-084, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $12,743,982.35, DEMAND CHECK NUMBERS 263-264, 180168 THROUGH 180612 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-084, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $12,743,982.35, DEMAND CHECK NUMBERS 263-264, 180168 THROUGH 180612.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-084, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $12,743,982.35, DEMAND CHECK NUMBERS 263-264, 180168 THROUGH 180612."

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 August 5, 2025, the City Council ratified the above demand numbers 263-264, 180168 through 180612. 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 $12,743,982.35.

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 5TH DAY OF AUGUST, 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 5TH DAY OF AUGUST, 2025 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. 25-084, adopted by the City of Carson City Council at its meeting held on August 5, 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 TO DEMAND REGISTER RESOLUTION #25-084

Attachments

Exhibit 1 Demand Register Reso# 25-084.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
263	07/11/2025	WIRE	000405	CALPERS	2,141,699.00			
264	07/21/2025	WIRE	004084	RE SOLUTIONS	420,331.48			
180168	07/03/2025	PRINTED	001106	A Z BUS SALES INC	179,400.01			
180169	07/03/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	221,319.72			
180170	07/03/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	28,635.16			
180171	07/03/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	1,522.37			
180172	07/03/2025	PRINTED	008244	AMERICAN FLOOR MATS	6,609.91			
180173	07/03/2025	PRINTED	008425	AMERICAN GLOBAL SECURITY	65,637.24			
180174	07/03/2025	PRINTED	000495	AMERICAN SOCCER CO INC	11,811.22			
180175	07/03/2025	PRINTED	006675	AMERICAN TRANSPORTATION S	2,068.83			
180176	07/03/2025	PRINTED	008586	APRIL DIAZ	6,500.00			
180177	07/03/2025	PRINTED	008454	ARACELI ESPARZA	19,550.00			
180178	07/03/2025	PRINTED	008300	AUMAGA, INC	8,190.00			
180179	07/03/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	224.04			
180180	07/03/2025	PRINTED	000184	BAVCO	1,764.24			
180181	07/03/2025	PRINTED	001248	BARR AND CLARK INC	575.00			
180182	07/03/2025	PRINTED	000697	BIG ANDYS TROPHIES AND PL	3,463.63			
180183	07/03/2025	PRINTED	003981	BIOMETRICS 4 ALL INC	17.25			
180184	07/03/2025	PRINTED	003242	BLACK KNIGHT PATROL, INC	450.00			
180185	07/03/2025	VOID	008585	BLACKSTONE REMODELING, IN	.00			
180186	07/03/2025	PRINTED	008605	BRENT D. PAGE	50.00			
180187	07/03/2025	PRINTED	008648	BRITTNEY FORD	100.00			
180188	07/03/2025	PRINTED	006443	BUDDY'S ALLSTARS INC	59,916.13			
180189	07/03/2025	PRINTED	008289	BYRON L. SMITH	50.00			
180190	07/03/2025	PRINTED	007161	CARLOS ALBERTO GUERRA	100.00			
180191	07/03/2025	PRINTED	001610	CHICAGO TITLE CO	411.00			
180192	07/03/2025	PRINTED	008033	CLARENCE JOHNSON	100.00			
180193	07/03/2025	PRINTED	000803	CLEAN ENERGY	1,753.79			
180194	07/03/2025	PRINTED	008082	CLIMATEC LLC	590.00			
180195	07/03/2025	PRINTED	000517	CODE PUBLISHING LLC	382.50			
180196	07/03/2025	PRINTED	004351	COLANTUONO HIGHSMITH AND	158.00			
180197	07/03/2025	PRINTED	008393	COMMERCIAL BLINDS LLC	6,489.00			
180198	07/03/2025	PRINTED	004227	CONNIE DELA CRUZ-MANIO	50.00			
180199	07/03/2025	PRINTED	008416	CORKY'S PEST CONTROL INC.	2,477.50			
180200	07/03/2025	PRINTED	008423	COUNTY OF LOS ANGELES	4,920.00			
180201	07/03/2025	PRINTED	001180	COUNTY OF LOS ANGELES	9,632.35			
180202	07/03/2025	PRINTED	003586	CS AND ASSOCIATES INC	20,160.00			
180203	07/03/2025	PRINTED	000268	DAILY JOURNAL CORP	2,331.40			
180204	07/03/2025	PRINTED	007492	DEFENDIFY	6,227.66			
180205	07/03/2025	PRINTED	007163	DIANNE THOMAS	100.00			
180206	07/03/2025	PRINTED	006465	LOUIE DIAZ	100.00			
180207	07/03/2025	PRINTED	008309	DODGE CONSTRUCTION NETWOR	125.00			
180208	07/03/2025	PRINTED	006876	DONALD A. SPRAGUE	1,733.50			
180209	07/03/2025	PRINTED	007713	DORCAS A. WADDIS	50.00			
180210	07/03/2025	PRINTED	007707	DOROTHY J. ROSS	50.00			
180211	07/03/2025	PRINTED	008107	FCG CONSULTANTS INC	13,543.20			
180212	07/03/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	297.16			
180213	07/03/2025	PRINTED	004223	YOLANDA FIELDER	50.00			
180214	07/03/2025	PRINTED	002192	LEANDREA FIELDS-ROBINSON	50.00			
180215	07/03/2025	PRINTED	001849	CAROLYN FOSTER	50.00			
180216	07/03/2025	PRINTED	004437	GALLS LLC	176.58			
180217	07/03/2025	PRINTED	007653	GCAP SERVICES, INC.	172.50			

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
180218	07/03/2025	PRINTED	007482	GOFORTH & MARTI	3,167.62			
180219	07/03/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	5,200.99			
180220	07/03/2025	PRINTED	000234	THE HOME DEPOT INC	16,468.27			
180221	07/03/2025	PRINTED	001477	LILLIAN HOPSON	50.00			
180222	07/03/2025	PRINTED	003108	SUSAN HOUZE	50.00			
180223	07/03/2025	PRINTED	000615	DELL HUFF	100.00			
180224	07/03/2025	PRINTED	001210	HYGRADE PLANTING MIX	438.00			
180225	07/03/2025	PRINTED	007162	JAIME G. MONTECLARO	100.00			
180226	07/03/2025	PRINTED	008599	JERRETTA SANDOZ	50.00			
180227	07/03/2025	PRINTED	007103	JOE A. GONSALVES & SON	4,000.00			
180228	07/03/2025	PRINTED	006059	VERONICA JOHNSON	50.00			
180229	07/03/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	2,979.73			
180230	07/03/2025	PRINTED	008649	JOSEPH C. HUNT, JR.	50.00			
180231	07/03/2025	PRINTED	008148	KEICHUN LERAINE GRAVES	50.00			
180232	07/03/2025	PRINTED	008341	KEYTECHNOLOGIES BY MG LLC	1,054.50			
180233	07/03/2025	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
180234	07/03/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	1,825.74			
180235	07/03/2025	PRINTED	003629	LEES TOOLS	1,498.45			
180236	07/03/2025	PRINTED	007280	LETICIA VASQUEZ WILSON	100.00			
180237	07/03/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	38,474.52			
180238	07/03/2025	PRINTED	000032	VELOCITY TRUCK CENTERS	3,536.61			
180239	07/03/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	2,020.35			
180240	07/03/2025	PRINTED	007973	MARIPOSA LANDSCAPES, INC	21,610.00			
180241	07/03/2025	PRINTED	006224	MCWIL SPORTS SURFACES, IN	36,221.84			
180242	07/03/2025	PRINTED	000669	MDG ASSOCIATES	10,133.25			
180243	07/03/2025	PRINTED	007428	MFUME, DEQUITA	100.00			
180244	07/03/2025	PRINTED	003110	MICHAEL BAKER INTERNATION	16,519.50			
180245	07/03/2025	PRINTED	008434	MILAGRO MEDIA STRATEGIES	24,600.00			
180246	07/03/2025	PRINTED	000599	MR HOSE INC	134.31			
180247	07/03/2025	PRINTED	000385	NATIONWIDE ENVIRONMENTAL	98,131.60			
180248	07/03/2025	PRINTED	004292	NEWEGG BUSINESS INC	296.50			
180249	07/03/2025	PRINTED	008145	NICOLETTE JACKSON-POWNALL	500.00			
180250	07/03/2025	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,432.41			
180251	07/03/2025	PRINTED	000649	PEPE'S INC	250.00			
180252	07/03/2025	PRINTED	000746	PITNEY BOWES RESERVE ACCO	857.14			
180253	07/03/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	437.69			
180254	07/03/2025	PRINTED	001149	DENICE PRICE	50.00			
180255	07/03/2025	PRINTED	001126	GRETA PRICE	50.00			
180256	07/03/2025	PRINTED	000584	PSOMAS	1,445.00			
180257	07/03/2025	PRINTED	000520	R AND R INDUSTRIES INC	5,001.29			
180258	07/03/2025	PRINTED	006973	RACE TELECOMMUNICATIONS,	1,061.42			
180259	07/03/2025	PRINTED	008532	RCR TRAFFIC SPECIALIST	1,395.36			
180260	07/03/2025	PRINTED	000588	REFRIGERATION SUPPLIES DI	203.70			
180261	07/03/2025	PRINTED	010000	JENNIFER MERCHANT	500.00			
180262	07/03/2025	PRINTED	010000	JESSIE SARDINA	500.00			
180263	07/03/2025	PRINTED	010000	KEVIN NEAL	500.00			
180264	07/03/2025	PRINTED	010000	LILLIAN TUMAPANG BOBICH	250.00			
180265	07/03/2025	PRINTED	010000	MAGNOLIA SCIENCE ACADEMY	776.00			
180266	07/03/2025	PRINTED	010000	SOUTHERN CALIFORNIA EDISO	1,860.00			
180267	07/03/2025	PRINTED	007405	RHA LANDSCAPE ARCHITECTS-	11,219.04			
180268	07/03/2025	PRINTED	000750	RKA CONSULTING GROUP	1,064.00			
180269	07/03/2025	PRINTED	008578	ROTH STAFFING COMPANIES,	7,282.00			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
180270	07/03/2025	PRINTED	001388	RUSSELL SIGLER INC	5,245.37			
180271	07/03/2025	PRINTED	000120	S&S WORLDWIDE, INC	180.32			
180272	07/03/2025	PRINTED	000427	SAM'S CLUB DIRECT	1,379.53			
180273	07/03/2025	PRINTED	005026	SICO AMERICA INC	27,060.15			
180274	07/03/2025	PRINTED	000191	SMARDAN SUPPLY	18,952.24			
180275	07/03/2025	PRINTED	000211	SMART AND FINAL IRIS	588.96			
180276	07/03/2025	PRINTED	008321	SMART IT PROS, INC.	3,943.25			
180277	07/03/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	87,850.25			
180278	07/03/2025	PRINTED	008398	SOCAL SURFACES, INC.	34,746.25			
180279	07/03/2025	PRINTED	004417	SOCALGAS	13,294.72			
180280	07/03/2025	PRINTED	007812	SONYA EATMAN	50.00			
180281	07/03/2025	PRINTED	000718	STAPLES ADVANTAGE	7,855.22			
180282	07/03/2025	PRINTED	003100	LINDA STEWART	50.00			
180283	07/03/2025	PRINTED	005013	SWAYZER CORPORATION	80,401.98			
180284	07/03/2025	PRINTED	007654	TAIT & ASSOCIATES, INC	18,032.50			
180285	07/03/2025	PRINTED	001260	HOURIE TAYLOR	50.00			
180286	07/03/2025	PRINTED	008106	TOTUM CORP	8,648.50			
180287	07/03/2025	PRINTED	006970	TRANE U.S. INC.	3,658.24			
180288	07/03/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	26,358.00			
180289	07/03/2025	PRINTED	001758	SHEILA TRESVANT	50.00			
180290	07/03/2025	PRINTED	004017	TYLER TECHNOLOGIES	42,339.50			
180291	07/03/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	16,484.30			
180292	07/03/2025	PRINTED	000002	UNITED RENTALS (NORTH AME	993.77			
180293	07/03/2025	PRINTED	003166	VERITIV CORPORATION	8,072.12			
180294	07/03/2025	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	31,023.00			
180295	07/03/2025	PRINTED	004045	FREEMAN WATKINS	50.00			
180296	07/03/2025	PRINTED	000361	WEST COAST SAND AND GRAVE	795.00			
180297	07/03/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	9,019.46			
180298	07/03/2025	PRINTED	001052	WILLIAM A KOONS	50.00			
180299	07/03/2025	PRINTED	002743	WORLDWIDE RECOVERY SYSTEM	4,872.44			
180300	07/03/2025	PRINTED	003201	WTI WEATHERPROOFING TECHN	195.85			
180301	07/03/2025	PRINTED	001507	XTREME FITNESS	1,579.75			
180302	07/03/2025	PRINTED	000144	YAMADA CO INC	413.78			
180303	07/03/2025	PRINTED	008105	Z&K CONSULTANTS, INC	23,772.40			
180304	07/08/2025	PRINTED	007777	Montrose Environmental Gr	5,000.00			
180305	07/14/2025	PRINTED	007030	A&M FIRST AID, INC.	2,224.20			
180306	07/14/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	161,926.91			
180307	07/14/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	2,192.89			
180308	07/14/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	22,689.38			
180309	07/14/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	3,711.01			
180310	07/14/2025	PRINTED	002358	APEX DRUM COMPANY INC	3,639.12			
180311	07/14/2025	PRINTED	001001	AT&T PHONE	2,407.33			
180312	07/14/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	314.93			
180313	07/14/2025	PRINTED	008585	BLACKSTONE REMODELING, IN	27,450.00			
180314	07/14/2025	PRINTED	008585	BLACKSTONE REMODELING, IN	3,050.00			
180315	07/14/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	1,007.97			
180316	07/14/2025	PRINTED	007656	BREEN DESIGN GROUP, INC	72,994.62			
180317	07/14/2025	PRINTED	006076	BRI CONSULTING GROUP, INC	3,885.00			
180318	07/14/2025	PRINTED	001713	KELVIN BROWN SR	50.00			
180319	07/14/2025	PRINTED	001627	BSN SPORTS LLC	133,846.49			
180320	07/14/2025	PRINTED	006443	BUDDY'S ALLSTARS INC	7,564.91			
180321	07/14/2025	PRINTED	001031	JESUS-ALEX CAINGLET	100.00			

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180322	07/14/2025	PRINTED	000445	CALED	120.00			
180323	07/14/2025	PRINTED	000079	CALIFORNIA WATER SERVICE	75,418.30			
180324	07/14/2025	PRINTED	000196	CAMELOT GOLFLAND GROUP SA	808.31			
180325	07/14/2025	PRINTED	008179	CHENG-WEI PONG	21,345.00			
180326	07/14/2025	PRINTED	001610	CHICAGO TITLE CO	200.00			
180327	07/14/2025	PRINTED	000236	CITY OF LONG BEACH	27.08			
180328	07/14/2025	PRINTED	008380	COLOXCHANGE	21,569.95			
180329	07/14/2025	PRINTED	008416	CORKY'S PEST CONTROL INC.	5,122.50			
180330	07/14/2025	PRINTED	007159	CORODATA RECORDS MANAGEME	641.33			
180331	07/14/2025	PRINTED	001180	COUNTY OF LOS ANGELES	870.13			
180332	07/14/2025	PRINTED	008147	CYNTHIA STAFFORD	437.50			
180333	07/14/2025	PRINTED	006467	CESAR DAHILIG	50.00			
180334	07/14/2025	PRINTED	000268	DAILY JOURNAL CORP	3,342.67			
180335	07/14/2025	PRINTED	002183	DIGITAL ASSURANCE CERTIFI	1,750.00			
180336	07/14/2025	PRINTED	008528	DIXON RESOURCES UNLIMITED	14,931.00			
180337	07/14/2025	PRINTED	001105	EAGLE PORTABLES SANITATIO	3,520.50			
180338	07/14/2025	PRINTED	007512	EDDINGS ENTERPRISES, INC.	4,219.18			
180339	07/14/2025	PRINTED	007456	EDWINA S. HUNTER	50.00			
180340	07/14/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	2,318.12			
180341	07/14/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	516.14			
180342	07/14/2025	PRINTED	008312	GANAHL LUMBER COMPANY	87.98			
180343	07/14/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	7,788.01			
180344	07/14/2025	PRINTED	001293	WALTER GONZALEZ	50.00			
180345	07/14/2025	PRINTED	008132	HASA INC	1,709.96			
180346	07/14/2025	PRINTED	007378	HERC RENTALS INC.	964.42			
180347	07/14/2025	PRINTED	000234	THE HOME DEPOT INC	1,574.54			
180348	07/14/2025	PRINTED	008188	HOUSE OF VIBES NUTRITION	990.00			
180349	07/14/2025	PRINTED	008091	ADVANCE QUALITY GRAPHICS	4,165.25			
180350	07/14/2025	PRINTED	000152	JERRYS CLEANERS	1,211.65			
180351	07/14/2025	PRINTED	007829	JOHNSON CONTROLS	74,331.59			
180352	07/14/2025	PRINTED	004935	JACQUELINE JOHNSON	50.00			
180353	07/14/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	1,101.87			
180354	07/14/2025	PRINTED	008565	JOURDUCCI, INC	3,090.00			
180355	07/14/2025	PRINTED	007672	KELLY PAPER COMPANY	619.06			
180356	07/14/2025	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
180357	07/14/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	231.16			
180358	07/14/2025	PRINTED	000923	DE ANTHONY LANGSTON	50.00			
180359	07/14/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	6,371.51			
180360	07/14/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	36,850.39			
180361	07/14/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	50,714.65			
180362	07/14/2025	PRINTED	006884	LYFT, INC.	8,481.16			
180363	07/14/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	1,754.74			
180364	07/14/2025	PRINTED	007966	MARINA GRAPHIC CENTER, IN	8,464.30			
180365	07/14/2025	PRINTED	008191	MATTHEWS FAMILY COUNSELIN	600.00			
180366	07/14/2025	PRINTED	000037	MAYFLOWER DISTRIBUTING CO	113.08			
180367	07/14/2025	PRINTED	007964	MOUR GROUP ENGINEERING +	24,668.40			
180368	07/14/2025	PRINTED	000744	NINYO & MOORE GEOTECHNICA	8,664.46			
180369	07/14/2025	PRINTED	000563	JANNY NOA	182.42			
180370	07/14/2025	PRINTED	001020	PITNEY BOWES	1,018.26			
180371	07/14/2025	PRINTED	001168	GWENDOLYN POMPEY	424.29			
180372	07/14/2025	PRINTED	000145	POSTMASTER	24,000.00			
180373	07/14/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	2,268.97			

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180374	07/14/2025	PRINTED	007232	PUBLIC RISK, INNOVATION,	1,659,015.00			
180375	07/14/2025	PRINTED	010000	JASMINE YOUNG	175.00			
180376	07/14/2025	PRINTED	010000	KENNETH MIXON	175.00			
180377	07/14/2025	PRINTED	010000	MAYRA CENDEJAS	500.00			
180378	07/14/2025	PRINTED	010000	MCS FIVE BROTHERS	45.00			
180379	07/14/2025	PRINTED	007240	RJM DESIGN GROUP, INC.	14,101.15			
180380	07/14/2025	PRINTED	008654	RONALD SCHNEIDER	492.38			
180381	07/14/2025	PRINTED	000427	SAM'S CLUB DIRECT	2,024.21			
180382	07/14/2025	PRINTED	007281	SHANNON WAYNE LAWRENCE	50.00			
180383	07/14/2025	PRINTED	000211	SMART AND FINAL IRIS	298.33			
180384	07/14/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	582.27			
180385	07/14/2025	PRINTED	008398	SOCAL SURFACES, INC.	18,672.72			
180386	07/14/2025	PRINTED	007796	SOUTH BAY FORD INC	2,720.53			
180387	07/14/2025	PRINTED	006384	CHARTER COMMUNICATIONS	13,181.24			
180388	07/14/2025	PRINTED	008571	SUNSET STUDIOS MEDIA SOLU	10,950.99			
180389	07/14/2025	PRINTED	008106	TOTUM CORP	92,581.75			
180390	07/14/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	214,397.74			
180391	07/14/2025	PRINTED	001318	TURBO DATA SYSTEMS INC	8,420.13			
180392	07/14/2025	PRINTED	000035	TURF STAR INC	2,890.58			
180393	07/14/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	24,670.89			
180394	07/14/2025	PRINTED	003166	VERITIV CORPORATION	71.56			
180395	07/14/2025	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	32,712.65			
180396	07/14/2025	PRINTED	008105	Z&K CONSULTANTS, INC	173,438.95			
180397	07/17/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	189,542.40			
180398	07/17/2025	PRINTED	001582	MCKINA ALEXANDER	114.14			
180399	07/17/2025	PRINTED	007914	ALICE C. CLARK HARRIS	50.00			
180400	07/17/2025	PRINTED	000899	ALL CITY MANAGEMENT SERVI	23,840.04			
180401	07/17/2025	PRINTED	006506	ALL IN ONE PARTIES	620.00			
180402	07/17/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	5,149.24			
180403	07/17/2025	PRINTED	008251	ANM CONSTRUCTION INC.	2,756.10			
180404	07/17/2025	PRINTED	001001	AT&T PHONE	9,596.37			
180405	07/17/2025	PRINTED	007051	BASIC BENEFITS LLC	1,302.12			
180406	07/17/2025	PRINTED	004641	BILLYE BATES	50.00			
180407	07/17/2025	PRINTED	003981	BIOMETRICS 4 ALL INC	960.00			
180408	07/17/2025	PRINTED	000061	CALIFORNIA MUNICIPAL CLER	850.00			
180409	07/17/2025	PRINTED	008411	CALTEC CORP	39,992.26			
180410	07/17/2025	PRINTED	000140	CARL WARREN AND CO	10,491.00			
180411	07/17/2025	PRINTED	008655	CHARLES JENKINS	7,000.00			
180412	07/17/2025	PRINTED	000114	CITY OF CARSON PETTY CASH	175.20			
180413	07/17/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	590.00			
180414	07/17/2025	PRINTED	008325	COLOR CARD ADMINISTRATOR,	118.99			
180415	07/17/2025	PRINTED	007159	CORODATA SHREDDING, INC.	61.95			
180416	07/17/2025	PRINTED	003586	CS AND ASSOCIATES INC	10,975.00			
180417	07/17/2025	PRINTED	004115	CSG CONSULTANTS INC	11,601.25			
180418	07/17/2025	PRINTED	000268	DAILY JOURNAL CORP	4,772.27			
180419	07/17/2025	PRINTED	002194	PAULINE DAVIS	50.00			
180420	07/17/2025	PRINTED	004906	DIVISION OF THE STATE ARC	797.20			
180421	07/17/2025	PRINTED	004385	DYETT & BHATIA URBAN AND	13,649.12			
180422	07/17/2025	PRINTED	001038	BARBARA DZIKOWSKI	50.00			
180423	07/17/2025	PRINTED	001590	ENVIRONMENTAL SCIENCE ASS	5,040.00			
180424	07/17/2025	PRINTED	003667	ERNESTINE LEVERETTE	50.00			
180425	07/17/2025	PRINTED	008629	FLYING LION, INC.	27,400.00			

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180426	07/17/2025	PRINTED	006085	GARCIA, MARIA DE JESUS	68.40			
180427	07/17/2025	PRINTED	001268	GBROS INC	590.94			
180428	07/17/2025	PRINTED	000397	GLOBAL EQUIPMENT COMPANY	1,250.96			
180429	07/17/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	5,820.75			
180430	07/17/2025	PRINTED	000793	GRAINGER	422.62			
180431	07/17/2025	PRINTED	001093	SHIRLEY GRAVES	50.00			
180432	07/17/2025	PRINTED	005525	GREENBERG TRAURIG LLP	10,760.00			
180433	07/17/2025	PRINTED	007395	HAAKER EQUIPMENT COMPANY	24,917.75			
180434	07/17/2025	PRINTED	001565	PHYLLIS HAYES	50.00			
180435	07/17/2025	PRINTED	000234	THE HOME DEPOT INC	482.44			
180436	07/17/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	95.93			
180437	07/17/2025	PRINTED	000152	JERRYS CLEANERS	528.75			
180438	07/17/2025	PRINTED	006528	JOHN CRUIKSHANK CONSULTAN	1,805.51			
180439	07/17/2025	PRINTED	001191	TOM KING	50.00			
180440	07/17/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	29.64			
180441	07/17/2025	PRINTED	000663	LANGUAGE NETWORK	1,837.69			
180442	07/17/2025	PRINTED	008272	LARHONDA BROWN	50.00			
180443	07/17/2025	PRINTED	008537	LEONOR GONZALEZ	50.00			
180444	07/17/2025	PRINTED	004767	DELIA LOPEZ	50.00			
180445	07/17/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	81,619.06			
180446	07/17/2025	PRINTED	000178	LOS ANGELES COUNTY	6.00			
180447	07/17/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	2,100,890.45			
180448	07/17/2025	PRINTED	008607	MANILA BUSINESS CENTER IN	5,686.74			
180449	07/17/2025	PRINTED	007973	MARIPOSA LANDSCAPES, INC	24,036.00			
180450	07/17/2025	PRINTED	007964	MOUR GROUP ENGINEERING +	8,647.50			
180451	07/17/2025	PRINTED	000379	MUTUAL PROPANE CO INC	863.10			
180452	07/17/2025	PRINTED	010999	JESSICA OLIVIA VILLACIS	115.08			
180453	07/17/2025	PRINTED	000357	ORANGE COUNTY TANK TESTIN	885.00			
180454	07/17/2025	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,779.80			
180455	07/17/2025	VOID	000528	PARTY PRONTO	.00			
180456	07/17/2025	PRINTED	002445	PATRICIA PATTERSON	50.00			
180457	07/17/2025	PRINTED	008410	PCN3, INC.	726,756.88			
180458	07/17/2025	PRINTED	004862	PRINCIPAL LIFE INSURANCE	5,497.80			
180459	07/17/2025	PRINTED	007232	PUBLIC RISK, INNOVATION,	15,113.00			
180460	07/17/2025	PRINTED	000584	PSOMAS	2,010.00			
180461	07/17/2025	PRINTED	000118	JULIE RUIZ RABER	50.00			
180462	07/17/2025	PRINTED	008230	RAJO, A CALIF. CORP	240.00			
180463	07/17/2025	PRINTED	003829	REGIONAL TAP SERVICE CENT	37.75			
180464	07/17/2025	PRINTED	010000	QUALITY ROOFING SPECIALIS	209.70			
180465	07/17/2025	PRINTED	010000	SHEILA HUNT	250.00			
180466	07/17/2025	PRINTED	010000	VINCENT SAMUEL	200.00			
180467	07/17/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	2,260.00			
180468	07/17/2025	PRINTED	002515	MYRNA RONQUILLO	50.00			
180469	07/17/2025	PRINTED	001803	VERGIE SEYMORE	50.00			
180470	07/17/2025	PRINTED	008570	SHARON CLAWSON	200.00			
180471	07/17/2025	PRINTED	008451	SHEILA RICHARDSON	50.00			
180472	07/17/2025	PRINTED	004226	DARLENE SIMPSON-LOTT	50.00			
180473	07/17/2025	PRINTED	000191	SMARDAN SUPPLY	394.19			
180474	07/17/2025	PRINTED	003848	SO CAL CONSTRUCTION SERVI	2,970.00			
180475	07/17/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	83,049.61			
180476	07/17/2025	PRINTED	007386	SOUTHERN CALIFORNIA PERMA	2,000.00			
180477	07/17/2025	PRINTED	007796	SOUTH BAY FORD INC	1,833.62			

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
180478	07/17/2025	PRINTED	000718	STAPLES ADVANTAGE	3,807.11			
180479	07/17/2025	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	409.00			
180480	07/17/2025	PRINTED	001384	SUSY FORBATH	50.00			
180481	07/17/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	186,930.53			
180482	07/17/2025	PRINTED	001318	TURBO DATA SYSTEMS INC	1,227.17			
180483	07/17/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	24,303.23			
180484	07/17/2025	PRINTED	000023	UNITED REFRIGERATION INC	532.90			
180485	07/17/2025	PRINTED	001249	VERIZON WIRELESS	350.10			
180486	07/17/2025	PRINTED	008517	VITAL RECORDS CONTROL	240.52			
180487	07/17/2025	PRINTED	000437	ITELIA WALKER	50.00			
180488	07/17/2025	PRINTED	008644	WILLIAMS SCOTSMAN, INC.	354.95			
180489	07/17/2025	PRINTED	008105	Z&K CONSULTANTS, INC	157,506.00			
180490	07/17/2025	PRINTED	006953	ZETCOR USA, INC	459.90			
180491	07/24/2025	PRINTED	007777	Equipoise, Inc.	9,775.00			
180492	07/24/2025	PRINTED	007862	ADL PLANNING ASSOCIATES,	16,995.00			
180493	07/24/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	300,849.86			
180494	07/24/2025	PRINTED	006506	ALL IN ONE PARTIES	120.00			
180495	07/24/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	39.48			
180496	07/24/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	106.79			
180497	07/24/2025	PRINTED	000543	AQUA FLO SUPPLY	23,347.39			
180498	07/24/2025	PRINTED	000974	AT & T ALARM CIRCUITS	348.18			
180499	07/24/2025	PRINTED	001078	AT & T LONG DISTANCE	72.61			
180500	07/24/2025	PRINTED	008076	BEDROCK GROUP, INC	90,770.25			
180501	07/24/2025	PRINTED	007369	BIO-ACOUSTICAL ENGINEERIN	777.00			
180502	07/24/2025	PRINTED	006273	BOA ARCHITECTURE	15,780.00			
180503	07/24/2025	PRINTED	008671	BRANDON FIELDS	50.00			
180504	07/24/2025	PRINTED	004297	BROADCAST SUPPORT INC	1,493.96			
180505	07/24/2025	PRINTED	006443	BUDDY'S ALLSTARS INC	441.87			
180506	07/24/2025	PRINTED	007295	CALIFORNIA TRANSIT SYSTEM	109,386.00			
180507	07/24/2025	PRINTED	001489	CHOURA VENUE SERVICES	16,311.60			
180508	07/24/2025	PRINTED	008204	CJ CONCRETE CONSTRUCTION,	112,318.00			
180509	07/24/2025	PRINTED	008082	CLIMATEC LLC	3,740.00			
180510	07/24/2025	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			
180511	07/24/2025	PRINTED	001180	COUNTY OF LOS ANGELES	20,093.17			
180512	07/24/2025	PRINTED	003586	CS AND ASSOCIATES INC	14,685.00			
180513	07/24/2025	PRINTED	000268	DAILY JOURNAL CORP	168.00			
180514	07/24/2025	PRINTED	007595	DONNIE R. DORSEY	50.00			
180515	07/24/2025	PRINTED	008617	ECONOMIC & PLANNING SYSTE	28,713.49			
180516	07/24/2025	PRINTED	000398	ESRI INC	20,918.56			
180517	07/24/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	200.75			
180518	07/24/2025	PRINTED	008419	FAIR HOUSING FOUNDATION	9,757.94			
180519	07/24/2025	PRINTED	008107	FCG CONSULTANTS INC	130,569.32			
180520	07/24/2025	PRINTED	008312	GANAHL LUMBER COMPANY	436.09			
180521	07/24/2025	PRINTED	000865	GOODWILL LONG BEACH AND S	8,150.00			
180522	07/24/2025	PRINTED	008394	HANNAH MITCHELL	50.00			
180523	07/24/2025	PRINTED	000859	HARBOR AREA GANG ALTERNAT	10,630.86			
180524	07/24/2025	PRINTED	008136	HARRELL'S, LLC	4,209.41			
180525	07/24/2025	PRINTED	008132	HASA INC	2,730.60			
180526	07/24/2025	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
180527	07/24/2025	PRINTED	000234	THE HOME DEPOT INC	45.27			
180528	07/24/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	2,766.16			
180529	07/24/2025	PRINTED	008547	IMPERIAL SUPPLIES HOLDING	6,363.44			

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
180530	07/24/2025	PRINTED	008529	JAPANESE AUTO CENTER INC.	89.00			
180531	07/24/2025	PRINTED	007588	JEFFREY GLENN ALLEN	50.00			
180532	07/24/2025	PRINTED	008390	JOSHUA MOORE	50.00			
180533	07/24/2025	PRINTED	008390	JOSHUA MOORE	50.00			
180534	07/24/2025	PRINTED	008390	JOSHUA MOORE	50.00			
180535	07/24/2025	PRINTED	008458	JUAN ESTRADA	50.00			
180536	07/24/2025	PRINTED	008392	KAYLA HONMA	50.00			
180537	07/24/2025	PRINTED	007596	KEITH EDWARD ARNOLD	50.00			
180538	07/24/2025	PRINTED	000663	LANGUAGE NETWORK	3,048.06			
180539	07/24/2025	PRINTED	007866	LAWRENCE MICHAEL FLINTON	50.00			
180540	07/24/2025	PRINTED	008391	LEWIS COLSON	50.00			
180541	07/24/2025	PRINTED	006596	PRENTISS E LEWIS	50.00			
180542	07/24/2025	PRINTED	008396	LIV WILLIAMS	50.00			
180543	07/24/2025	PRINTED	008337	LIVE, LLC	200.90			
180544	07/24/2025	PRINTED	006668	LOS ANGELES CONSERVATION	31,336.80			
180545	07/24/2025	PRINTED	000067	LOS ANGELES COUNTY DEPT O	92,646.52			
180546	07/24/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	4,525.00			
180547	07/24/2025	PRINTED	000071	COUNTY OF LOS ANGLES	6,785.50			
180548	07/24/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	72,298.95			
180549	07/24/2025	PRINTED	008647	MAILING PROS INC	2,656.35			
180550	07/24/2025	PRINTED	006553	MCA DIRECT	1,329.52			
180551	07/24/2025	PRINTED	007605	MICHAEL K WILSON	50.00			
180552	07/24/2025	PRINTED	000599	MR HOSE INC	2,711.12			
180553	07/24/2025	PRINTED	000379	MUTUAL PROPANE CO INC	755.69			
180554	07/24/2025	PRINTED	006214	NBS GOVERNMENT FINANCE GR	1,187.86			
180555	07/24/2025	PRINTED	010999	California Governor's Off	23,057.43			
180556	07/24/2025	PRINTED	010999	MANALO, JANE	1,220.49			
180557	07/24/2025	PRINTED	000528	PARTY PRONTO	2,715.00			
180558	07/24/2025	PRINTED	004921	PB LOADER CORPORATION	84,992.69			
180559	07/24/2025	PRINTED	000973	POLY CORR INDUSTRIES	8,866.80			
180560	07/24/2025	PRINTED	000584	PSOMAS	735.00			
180561	07/24/2025	PRINTED	000561	PUBLIC RISK MANAGEMENT AS	300.00			
180562	07/24/2025	PRINTED	008564	R3 PAINTING	27,550.00			
180563	07/24/2025	PRINTED	008230	RAJO, A CALIF. CORP	210.00			
180564	07/24/2025	PRINTED	000588	REFRIGERATION SUPPLIES DI	3,373.85			
180565	07/24/2025	PRINTED	010000	BARBARA MAYS	1,098.00			
180566	07/24/2025	PRINTED	010000	FULLMER CONSTRUCTION	375.00			
180567	07/24/2025	PRINTED	010000	KRISTA GEBAN	400.00			
180568	07/24/2025	PRINTED	010000	Sophea Heng	218.00			
180569	07/24/2025	PRINTED	007405	RHA LANDSCAPE ARCHITECTS-	2,100.00			
180570	07/24/2025	PRINTED	008461	RINGCENTRAL, INC	2,657.72			
180571	07/24/2025	PRINTED	000750	RKA CONSULTING GROUP	7,381.72			
180572	07/24/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	1,431.53			
180573	07/24/2025	PRINTED	008659	ROMAN COLLINS	1,000.00			
180574	07/24/2025	PRINTED	002260	RONS MAINTENANCE INC	70,735.00			
180575	07/24/2025	PRINTED	001388	RUSSELL SIGLER INC	6,214.49			
180576	07/24/2025	PRINTED	007957	SAMUEL DACUS	50.00			
180577	07/24/2025	PRINTED	006964	SCCI, INC.	1,450.00			
180578	07/24/2025	PRINTED	001667	SEA COAST DESIGN GROUP IN	2,045.44			
180579	07/24/2025	PRINTED	000124	SEPULVEDA BUILDING MATERI	7,826.77			
180580	07/24/2025	PRINTED	000633	AMERICAN UNITED SALES COR	5,101.00			
180581	07/24/2025	PRINTED	007461	SHUNDALE HUDSON	400.00			

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
180582	07/24/2025	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	2,509.23			
180583	07/24/2025	PRINTED	000191	SMARDAN SUPPLY	12.02			
180584	07/24/2025	PRINTED	000211	SMART AND FINAL IRIS	1,573.48			
180585	07/24/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	39,159.70			
180586	07/24/2025	PRINTED	007796	SOUTH BAY FORD INC	738.93			
180587	07/24/2025	PRINTED	007784	SOUTHERN TIRE MART, LLC	890.12			
180588	07/24/2025	PRINTED	006233	SPARTAN ATHLETIC CO.	1,153.12			
180589	07/24/2025	PRINTED	004977	CHARTER COMMUNICATION	1,712.83			
180590	07/24/2025	PRINTED	000718	STAPLES ADVANTAGE	594.71			
180591	07/24/2025	PRINTED	001115	STEAMX LLC	522.49			
180592	07/24/2025	PRINTED	006654	SWANK MOTION PICTURES INC	510.00			
180593	07/24/2025	PRINTED	005013	SWAYZER CORPORATION	34,279.39			
180594	07/24/2025	PRINTED	006511	TANAKA FARMS LLC	270.00			
180595	07/24/2025	PRINTED	000132	TARGET SPECIALTY PRODUCTS	949.72			
180596	07/24/2025	PRINTED	005079	TELECOM LAW FIRM, PC	439.62			
180597	07/24/2025	PRINTED	007048	THE GREEN OLIVE	488.13			
180598	07/24/2025	PRINTED	007931	TOMECKO JACKSON	220.00			
180599	07/24/2025	PRINTED	007640	TORRANCE LOCK & KEY INC.	1,476.44			
180600	07/24/2025	PRINTED	008106	TOTUM CORP	20,008.92			
180601	07/24/2025	PRINTED	003743	TRACKER	4,980.00			
180602	07/24/2025	PRINTED	000135	TRI CITY GLASS CO	12,424.00			
180603	07/24/2025	PRINTED	001318	TURBO DATA SYSTEMS INC	1,581.27			
180604	07/24/2025	PRINTED	004017	TYLER TECHNOLOGIES	7,200.00			
180605	07/24/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	4,959.78			
180606	07/24/2025	PRINTED	000023	UNITED REFRIGERATION INC	29.29			
180607	07/24/2025	PRINTED	005511	CALMAT CO	1,601.45			
180608	07/24/2025	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	7,185.00			
180609	07/24/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	3,872.09			
180610	07/24/2025	PRINTED	008105	Z&K CONSULTANTS, INC	67,533.45			
180611	07/24/2025	PRINTED	006953	ZETCOR USA, INC	397.49			
180612	07/24/2025	PRINTED	008512	ZOEY WOOD	50.00			
		447 CHECKS		CASH ACCOUNT TOTAL	12,743,982.35	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
447 CHECKS	FINAL TOTAL	12,743,982.35	.00

** END OF REPORT - Generated by Breana Brown **

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

Subject: CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

I. SUMMARY

This report provides an informational update to the City Council on the recent activities of City Commissions.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The July 2025 meeting of the Economic Development Commission was cancelled.

Environmental Commission

The Environmental Commission did not meet in July, so there are no updates to report this month.

Public Works Commission

The Public Works Commission scheduled for July 14th needed to be cancelled due to a family emergency and will resume in August.

Human Relations Commission

On July 16, 2025, the Human Relations Commission had their annual blackout per the Commission's consensus. They will reconvene on August 20, 2025 for their monthly regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened on Thursday, June 26, 2025, the third meeting to be held at a local park rather than the Community Center. This location change aims to encourage greater community engagement by providing residents with an opportunity to voice their concerns about their neighborhoods. Attendees learned about recent improvements and the various programs offered by the city. Both the Park Maintenance and Recreation Superintendent provided a brief presentation outline updates occurring at Stevenson Park including irrigation maintenance, field aeration, pest control, planter maintenance, scoreboards, and coating gym floors. Additionally, the Park Maintenance division invited the city's primary pest control provider, Corky's Pest Control to give the public an overview of their process for managing pests at the parks. They outlined their approach to inspection, planning, and execution, and discussed how they monitor past and current trends in gopher activity. The presentation also covered communication protocols with the city, treatment strategies, and their game plan for maintaining long-term results. The next meeting will be held on Thursday July 31, 2025, at the Carson Event Center.

Planning Commission

See attachment included as Exhibit 1.

Public Relations Commission

The Public Relations Commission did not provide an update.

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, July 17, and successfully had a quorum. In this meeting we welcomed our new commissioner, Brandon Fields, and our new Public Safety Services Manager, Kaitlin Sanchez. During the meeting, the commissioners covered the topics of E-bikes in the City of Carson, as well as speed cameras. We also had a member from the public join us for this meeting. He was inquiring about the Hazard Mitigation Plan. Our manager was able to successfully answer all his questions. The other topics that were discussed were tabled to keep discussing at our next upcoming meeting in August.

Senior Citizens Advisory Commission

See attachment included as Exhibit 2.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, July 21, 2025, where the revised flag policy draft was presented for feedback. Planning for the 2025 Veterans Day event is in progress, with flyover requests submitted and efforts underway to secure guest and keynote speakers. Commissioners also established talking points for the upcoming City Council presentation. Park reports highlighted increased activity, ongoing maintenance needs, flags, and a few recurring concerns.

Women's Issues Commission

The Women's Issues Commission was unable to meet this month due to a lack of quorum.

Youth Commission

The Youth Commission met on Wednesday, July 9, 2025. During the meeting, staff shared that the 2025 Youth Conference was well-attended with 120 youth, and several commissioners shared positive feedback, with some offering suggestions for improvement. During oral reports, commissioners provided updates on park programs, summer activities, and upcoming events, while noting continued construction at Mills Park. The staff announced that the Samoan Heritage event was successful. They introduced the Senior Recreation Center Supervisor, Cristina Herrera, who will be the lead staff member over the Commission, while Janny Nao will be transitioning out of the Commission. Additionally, they reminded the commissioners about the upcoming leadership elections.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

1. Planning Commission
2. Senior Citizens Advisory Commission

Attachments

Planning Commission

Senior Citizens Advisory Commission

Planning Commission
Report April - July 2025

Planning Commission April 2025

1. Tentative Tract Map (TTM) No. 84347
   Applicant: Douglas Maupin, Maupin Development
   Address: 438 W. Carson Street
   Request: To construct a 51-unit multi-family condominium development at on a 1.2-acre site.
   Action: Continue to May 13, 2025

Planning Commission May 2025

2. Tentative Tract Map (TTM) No. 84347
   Applicant: Douglas Maupin, Maupin Development
   Address: 438 W. Carson Street
   Request: To construct a 51-unit multi-family condominium development at on a 1.2-acre site.
   Action: Continue to a future date

3. Design Overlay Review (DOR) No. 1747-18, Conditional Use Permit (CUP) No. 1076-18
   Applicant: Max Netty/ Richard Finkel
   Address: 17455 S. Central Avenue
   Request: A request for approval of a Site Plan and Design Review (DOR) and a Conditional Use Permit (CUP) to develop a new drive through car wash and related site improvements at a 2.5-acre property that currently contains a Chevron gas station and McDonald's.
   Action: Approved

4. Minor Conditional Use Permit (mCUP No. 04-25) – Small Social Service Center
   Applicant: A Better Tomorrow Services
   Address: 20630 S. Leapwood Avenue, 300F
   Request: A request to utilize 1,629 square feet of existing space as a social service center.
   Action: Approved

5. Public Hearing for Consideration of a Recommendation to City Council Regarding Zoning Text Amendment (ZCC 02-25)
   Applicant: City of Carson
   Address: Citywide
   Request: Consideration of recommending that the City Council make a finding of applicability of CEQA Guidelines Section 15061(b)(3) and approve amendments to the Carson Zoning Ordinance amending Sections 9211.3 (Development Regulations), and 9211.4, (Supplemental Regulations) of Division 1 (Residential Districts), and Sections 9212.3 (Development Regulations), and 9212.4 (Supplemental Regulations) of Division 2 (Mixed-Use Districts) of Part 2 (Base, Overlay and Special

Districts) of the New Carson Zoning Code (Chapter 1 [Zoning] of Article IX [Planning And Zoning] of the Carson Municipal Code), to make various modifications to ensure compliance with the State Housing Element law, including Government Code Sections 65583(c)(1) and 65583.2(h)-(i), and consistency with the City's 2021-2029 Housing Element.

Action: Approved

6. Zone Text Amendment (ZCC No. 04-25) to update and clarify on-site, business signage-related code sections

Applicant: City of Carson

Address: Citywide

Request: To consider a recommendation of approval to the City of Carson City Council regarding adoption of a Zone Text Amendment (ZTA) to the Carson Municipal Code (CMC), an ordinance amending Sections 9136.7 (Business Signs – Commercial) of Part 3 and 9146.7 (Business Signs – Industrial) of Part 4, Section 9190 (Definitions) of Part 9, and Sections 9167.1 (Signs) and Section 9167.3 (Prohibited Signs) of Part 6 (General Development Standards) of the Carson Zoning Code (Chapter 1 [Zoning] of Article IX [Planning And Zoning] of the Carson Municipal Code to update and clarify on-site, business signage-related code sections.

Action: Continued to June 24, 2025

Planning Commission June 2025

1. Tentative Parcel Map (TPM) Case No. 02-24 for TPM 84421

Applicant: Link Logistics Real Estate

Address: 100 W. Alondra Blvd. (112 W. Alondra Blvd. and 219 W. Gardena Blvd.)

Request: A request for approval of a Tentative Parcel Map (TPM) to subdivide a 592,546 sq. ft. parcel into two legal parcels.

Action: Approved

2. Public Hearing for Consideration of a Recommendation to City Council Regarding Zoning Text Amendment (ZCC 04-25)

Applicant: City of Carson

Address: Citywide

Request: Consideration of a Resolution recommending that the City Council make a finding of applicability of CEQA Guidelines Section 15061(b)(3) and approve various amendments to the text of the City's Zoning Ordinance related to the Community Development Director approval authority and requirements and City Council review procedures.

Action: Approved

3. Zone Text Amendment (ZCC No. 03-25) to update and clarify on-site, business signage-related code sections

Applicant: City of Carson

Address: Citywide

Request: To consider a recommendation of approval to the City of Carson City Council

regarding adoption of a Zone Text Amendment (ZTA) to the Carson Municipal Code (CMC), an ordinance amending Sections 9136.7 (Business Signs – Commercial) of Part 3 and 9146.7 (Business Signs – Industrial) of Part 4, Section 9190 (Definitions) of Part 9, and Sections 9167.1 (Signs) and Section 9167.3 (Prohibited Signs) of Part 6 (General Development Standards) of the Carson Zoning Code (Chapter 1 [Zoning] of Article IX [Planning And Zoning] of the Carson Municipal Code to update and clarify on-site, business signage-related code sections.

Action: Continue to July 8, 2025

Planning Commission July 2025

Nothing to report for the month of July due to the cancellation of the meetings.

Senior Citizens Advisory Commission
Meeting Updates – July 2025

The Senior Citizen Advisory Commission met on Monday, July 14, 2025, in the Carson Event Center East Wing Lounge. The meeting began with confirmation of a quorum, followed by the Pledge of Allegiance, roll call, approval of the July 14th agenda, and the minutes from June 9, 2025. Votes were recorded and noted.

INTRODUCTIONS / PRESENTATIONS

Maccaia Perkins, Founder – MPSS, LLC (MP Senior Services)

Ms. Perkins highlighted the services provided by MPSS, emphasizing its commitment to improving the lives of seniors through essential support that promotes independence and assists with daily activities, including low-cost transportation throughout L.A. County, appointment companionship, computer document assistance, and hearing aid maintenance, all designed to provide personalized care and enable seniors to lead fulfilling lives with dignity and respect.

WRITTEN COMMUNICATIONS AND REPORTS

Staff members shared details about ongoing Carson programs and events, including the Senior Resource and Information Fair, which will take place on Thursday, August 7th, at the Carson Event Center.

PUBLIC ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA

One visitor addressed the commission to express her enthusiasm for the Carson programs offered to seniors and her residency in Carson since 1994.

CONCLUSION

Following oral communications by the commission and staff, a vote was cast to adjourn the meeting at 5:00 pm and carried unanimously in memory of the deceased son of SCAC Vice-Chair Julie Ruiz-Raber. The next Senior Advisory Commission meeting is scheduled for Monday, August 11, 2025, at 4:00 pm at the Carson Event Center.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

Subject: CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

I. SUMMARY

This report transmits a monthly ongoing informational update to the City Council, at Mayor Davis-Holmes' request, regarding various City projects that are underway or will begin soon. Detailed updates on projects are provided in the following City function areas: Community Development Department (Exhibit 1), Public Works Department (Exhibit 2), Information Technology Department (Exhibit 3), and the Public Safety Department within the City Manager's Office (Exhibit 4)

Ongoing updates will be provided to the City Council as these and other projects continue to develop.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

The projects included in this report are meant to provide an update on current projects underway and those that will begin soon.

V. FISCAL IMPACT

The purpose of this item is to provide information only and there is no direct fiscal impact associated with this staff report. Most of the projects included within this report have fiscal impacts and these expenditures have either already been approved by the City Council or will be presented to the City Council for approval once ready and as needed. Any item that staff identifies as needing additional or new funding beyond the budgets that were previously approved by the City Council will be addressed separately from this report.

VI. EXHIBITS

1. Community Development Projects
2. Public Works Projects
3. Information Technology and Security Projects
4. Emergency Management and Public Safety Projects

Attachments

Community Development Projects
Public Works Projects
Information Technology and Security Projects
Emergency Management and Public Safety Projects

COMMUNITY DEVELOPMENT
PROJECT STATUS REPORT
August 5, 2025

CITY COUNCIL

	Name	Description	Status
1	Envision Carson	21207 S. Avalon Blvd. Existing: 27.31 acres. Proposed: 1,115 residential dwelling units (consisting of 351 townhomes, 764 apartments), 10,000 square feet of restaurant area, and 111,581 square feet of publicly accessible but privately maintained open space	Under Construction - Estimated completion 24 months.
2	Carson Triangle Kott property at Avalon and 213th St.	21140 S. Avalon Blvd. Existing: automobile dealerships and vehicle storage. Proposed: 315-unit residential project including 283 townhomes and 32 very low-income affordable rental units on 14 acres. No proposal has been received on the remaining parcels	Under Construction - Estimated completion 20 months.
3	The District Specific Plan Amendment Carson Goose Owner LLC Cells 3, 4 and 5.	Existing: Former landfill. Proposed: Cells 3, 4 and 5 will contain 1,567,090 square feet of light industrial development including 75,000 square feet of office space and approximately 12 acres of publicly accessible but privately owned and maintained open space community amenity areas and 10,000 square feet of commercial/retail uses, 12,600 square feet of restaurants	In Plan Check
4	Kim Family Trust	21240-21250 Main St. Existing: Vacant lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings with at grade parking	Under Construction
5	Golden State Alliance, LLC	138 W. 223rd St. Existing: Single Family Residence. Proposed: Ten (10) attached condominiums consisting of two separate buildings with all market rate units, at grade 2 car garages, guest parking and private driveway	Under Review – Pending applicant re-submittal
6	Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash	Approved by Planning Commission
7	21611 Perry Street LLC	21611 S. Perry St. Existing: Vacant lot. Proposed: Self storage facility comprised of approximately 120,000 SF in a mix of one and two-story buildings and a 5,000 SF retail component. New application submitted requesting 62 residential condominium units	Approved. Residential application for 62 units was approved by Planning Commission and City Council
8	Carson Main Street LLC	20601 S. Main St. Existing: Vacant lot (formerly KL Fenix). Proposed: Three industrial buildings comprised of approximately 256,000 square feet including 137,000 square feet of warehouse, 92,000 square feet of manufacturing, 23,000 square feet of office, and 4,000 square-foot retail pad with 419	Approved. Pending plan check submittal

	Name	Description	Status
		parking spaces, 18 dock doors, 6 at grade doors, and 3 trailer stalls	
9	Watson Land	2277 E. 220th St. Existing: two-story office buildings. Proposed: One 58,937 SF industrial building with 73 parking spaces and 12 dock doors. Development Agreement requesting increase in FAR from 0.4 to 0.5	Under Review
10	Prologis	24760 Main St., Permit trucking activities (existing building) within 100 feet from residential properties	Approved by Planning Commission. In Plan Check
11	LiT 9th St. 223rd Carson LP	2104 E. 223rd St. Existing: Former Poly One Corporation facility. Proposed: one industrial building comprised of approximately 130,000 square feet including 124,324 square feet of warehouse, 5,000 square feet of office, 5,000 square feet of mezzanine with 122 parking stalls and 15 dock doors	Under Construction
12	BSREP III Dominguez, LLC	2001 E. Dominguez St. Existing: Western Tube & Conduit Corporation. Proposed: one industrial building comprised of approximately 424,000 square feet including 408,990 square feet of warehouse, 15,000 square feet of office with 283 parking stalls, 136 trailer parking stalls and 68 dock doors	Under Construction
13	California Water Service Group	21718 S. Alameda St. California Water has completed construction of a new groundwater production well to provided potable water to the public. Water quality of a new well has been established and has provided design parameters for the future onsite improvements. A new building will be used to house the well appurtenances, electrical, controls and pumping equipment. The preliminary building will be approximately 1,000 square feet	In Plan Check. Revisions submitted
14	Avocet Battery	23320 Alameda. Existing: Aggregate recycling center. Proposed: A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Approved. In Plan Check.
15	Ormat for VESI	18800 Broadway. Existing: Industrial/topsoil supplier operation. Proposed: A 100-megawatt Battery Energy Storage system on an approximately three-acre site that will help augment Edison during power shortages	Under Review
16	Chris Barker	605 W. 228th St. Proposed closure of existing Ocean Villa mobile home park	PAR considered withdrawn (inactive)

	Name	Description	Status
17	Carson TH	18101 Avalon Blvd. Existing: Religious institution. Proposed: A 30-unit condominium development	Under Review
18	Maupin Development	215 W. Carson Street. Existing: 64,500 SF (4 lots), comprised of 3 single-family homes, storage sheds and an unpaved empty lot. Proposed: 35 Townhomes – two floors over parking; 29 units/3 bedrooms; 6 units/2 bedrooms with common and private open space	Approved; applicant working with Engineering to schedule Final Map to CC
19	Anastasi Development	336 E. Carson Street. Existing: 90,000 SF (lot), formerly a collection of automotive repair businesses within two multi-tenant buildings measuring a total of 40,000 SF. Proposed: 50 Townhomes – two floors over parking; all 3 bedrooms/2 baths with common and private opens space	Approved; applicant working with Engineering to schedule Final Map to CC
20	Trophy VPC, LLC	Mural installation at FAB Automotive	Approved by Planning Commission, Appealed by Councilmember Dear tentatively scheduled for October 18th. City Council approved Mural #2 and requested staff to process a comprehensive sign code amendment
21	Infinity CF, LLC	23820 Avalon Blvd. Existing: Former Scottsdale Discount Center building. Proposed: Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other	Starbucks constructed, carwash under construction
22	PAR 1675-22	21135 ½ Bolsa, Eight (individual) single-family residences (SFR) each with a detached accessory dwelling unit (ADU)	Pre-application Review is complete.
23	Vinfast	2009 East 223rd St. Vinfast electric car showroom, service center, and car storage for delivery to customers	Will be vacating the site (business decision) Vinfast has submitted a letter to the City stating they will be vacating the site by end of June 2025. 07/29/25 staff conducted a site visit, confirmed unoccupied, and noted the property is for sale.
24	SyWest	20100 Figueroa St. Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The preparation of the Specific Plan and technical studies for the DEIR are underway.
25	Arris Studio Architects	888 E. Dominguez St. Existing: Vacant restaurant. Proposed: Marriot TownePlace Suites Hotel and new bar/lounge, (111 key)	In Plan Check; Related Tentative Parcel Map submitted so that the new hotel and the existing motel will be sited on their own property.
26	Target	20700 Avalon Blvd. Drive-up spaces	Approved, awaiting plan check submittal.
27	Air Products	23300 Alameda St. Hydrogen Pipeline	Approved

	Name	Description	Status
28	Birch Specific Plan	21809-21811 S. Figueroa St. Existing: Residential structures. Proposed: 4-story, 32-unit condominium development with public seating & public art	Partially constructed and going through ownership change. Construction expected to restart mid-2025
29	Argo Warehouse	439 W. Gardena Blvd. Existing: Vacant lot. Proposed: New 3,754 SF warehouse	Under Construction
30	Mobile Mini	22632 S. Alameda St. Construction of a cargo container storage facility that will consist of three modular office units and a maintenance canopy structure on a 14-acre site	Approved, awaiting Landscaping Plans to finalize conditions of approval.
31	Air Products	23000 Alameda St. Existing: Industrial gas supplier. Proposed: Construct a new 2,626 SF modular bldg. with parking lot at the existing facility	Approved, In Plan Check
32	Live Wire EV dealership	20507 Belshaw Ave. EV Motorcycle Dealership (Live Wire)	Approved, operating
33	Petroleum Tanks	2365 E. Sepulveda Blvd. Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks	Under Construction
34	AT&T Monopine Foisia Park	23410 Catskill Ave. Wireless Communication antenna	Under Review
35	Hyundai Dealership	2201 E. 223rd St. Existing: Car dealership. Proposed: New Service Building	Under Construction
36	Grace Orthodox Presbyterian Church	22511 Figueroa, A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Under Review - approved
37	South Bay Fleet Specialist	17126 S. Broadway St. Conditional Use Permit to operate an auto body and paint shop including a paint spray booth located inside the existing building.	Approved. Awaiting Applicant response
38	ASPCA Animal Clinic	16300 Figueroa St. Existing: Vacant occupancy. Proposed: Animal Clinic development on an industrial site	Under Construction
39	PowerPlay Pickleball	19401 S. Main St. Existing: Industrial building. Proposed: Redevelop site with a pickleball facility. This is a three-phased project. Interior tenant improvement: Indoor court and commercial areas (Phase 1), clubhouse (Phase 2) and outdoor courts (Phases 3). Commercial (10,264 SF) and court area (30,663 SF) <u>Phase 1:</u> Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under construction	Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under Construction A temporary certificate of occupancy (TCO) was issued while awaiting completion of the second-floor space. Phase 2: 6,878 SF Clubhouse includes a restaurant has been approved by Planning for obtaining permits. Phase 3:

	Name	Description	Status
		Phase 2: 6,878 SF Clubhouse includes a restaurant Status: Approved Phase 3: Twenty-one (21) Outdoor Courts Status: Under Review	Twenty-one (21) Outdoor Courts Status: Under Review
40	16325 -16407 S MAIN ST	Renovate an existing 159,373 SF industrial building on a 5.88-acre site including removing approx. 6,503 SF of existing office/mezzanine/warehouse space, exterior building facade improvement, interior tenant improvement and site and landscaping improvements. After renovation the new building footprint will reduced to approx.138,616 SF. The project also includes a lot line adjustment of the parcels	Approved
41	KB Home	427 E. 220th St. Willow (formerly Cambria Ct.) Existing: Residential structures. Proposed: 35-unit condominiums designed as 2-story detached homes	Under Construction – two phases remaining
42	22511 Figueroa St.	Specific Plan, DOR, Zone Change for 28-unit residential apartment development on a .69-acre lot	Under Review. Resubmittal pending
43	Carson Companies	Northwest corner of University Dr. and Central Ave. Existing: Vacant site. Proposal: 5-acre retail center development with approx. 29,000 square feet of retail shops, 11,300 square feet of restaurant space, 25,500 square foot Boys and Girls Club	Under Review
44	Shippers	1150 E. Sepulveda Blvd. Existing: 20AC lot in the Manufacturing Heavy, GP Heavy Industrial zone. Proposed: Request approval for a conditional use permit for truck parking, cargo container storage yard, installation of (4) modular enclosures with 5 standard vehicle parking spaces	Under Review
45	Dutch Brothers	20377 Avalon Blvd. Existing: Former Pizza Hut. Proposed: 950 SF coffee business with drive-through. Wendy's project Withdrawn by applicant. Dutch Brothers has filed an application.	Approved.
46	Cal-Water	410 W Carson St. Updating and adding new equipment at an existing Cal Water facility	Under Review
47	McDonalds Drive-Through Preapplication Review (PAR)	22309 Main St. Existing: Vacant Proposed: PAR conceptual review of a 3,694 SF drive-through restaurant	Pre-application Review completed.
48	University Plaza Façade Improvement	615 E University Ave. Existing: Multi-tenant commercial center Proposed: Commercial façade improvement of an existing retail plaza	Approved. Under Construction

	Name	Description	Status
49	Woojin Is. America Inc.	130 W. Victoria St. Existing: Industrial site. Admin DOR, tenant improvement (TI). Proposed: Refurbishing facility that provides transit vehicle assembly for Metro trains at an existing industrial building site	Provided clearance to move forward for plan check review by Building and Safety while TI is concurrently under review by Planning. TI approval is anticipated.
50	Haro Property	20715 Avalon Blvd. Existing: Multi-tenant office building with retail and restaurant; Proposed: Hawaiian BBQ restaurant with drive through	Under Review
51	Rain for Rent	400 & 436 W. Walnut St. Existing: A warehouse & office building. Proposed: Demolish the warehouse and develop equipment rental yard (400) and retain the office (436) building with site and landscape improvements throughout both parcels (new landscaping, pavement, construction of an 8-foot-tall perimeter wall, add a new driveway, interior tenant improvements to support the operation of the equipment rental company)	Under Review
52	404 E. Carson St.	404 E. Carson St. Existing: Samoan Federation Building, Proposed: Three-story, podium style mixed-use residential & commercial development (rental). Three 2-bed/2-bath townhouse units, two 1-bed/1-bath flats, and four studio units totaling 9 units built over ground floor level 752 SF commercial retail space and parking area on a 9,772 SF (0.22 AC) lot	Under Review
53	316 W. 214th St	316 W. 214th St., Existing: Single-family residence Proposed: 4 rental units	Under Review
54	SUR Auto Body	510 E. Alondra Blvd. Existing: Multi-tenant Warehouse 16,840 SF Proposed: Building 2 (approx. 7,200 SF), change use from warehouse to an auto body repair business located on a 0.90 AC lot	Under Review
55	Crown Castle	21350 Alameda St. Existing: Wireless communications facility (cell tower) Proposed: Major modification to conditions request – remove the existing expiration date	Under Review
56	Porsche Engineering U.S.	1154 Annalee Ln. Existing: Warehouse Proposed: CUP for a Porsche Lithium Battery Evaluation Facility	Under Review
57	A Better Tomorrow	20630 Leapwood Ave., Unit F Existing: Multi-tenant Industrial Condo center. Proposed: Social Services Office replacing former office use	Approved at the May 13th Planning Commission
58	KL Fenix	19204 Figueroa, Existing: Warehouse. Proposed: New 83770 SF warehouse/office building with 6 dock doors replacing existing structures	Under Review
59	J&J Carson, LLC	100 Carson Mall, Existing: 1 parcel. Proposed: Subdivide 1 parcel into 3 parcels	Under Review

	Name	Description	Status
60	ECM Management	18001 Main St. Proposed: New 60558 SF speculative warehouse building	Under Review
61	Maupin Development	438 W. Carson St. Existing: Credit Union Bank; Proposed: Acquire a portion of the property to build a 51-unit condo development with related site improvements. The bank remains as located.	Under Review
62	Manilla Sunrise Restaurant	Existing: Restaurant Proposed: Kitchen addition	Under Review
63	Hyundai / Chevrolet Dealership Lot Split	2201 E. 223rd St. Proposed: Lot split. Division of a single lot containing two existing new car dealerships, Carson Hyundai and Carson Chevrolet.	Under Review.
64	125 W. 219th Pl. Lot Split	125 W. 219th Pl. Proposed: Lot Split of a single parcel between two single family residences	Approved. Next step: applicant to work with Engineering Services for Final Map
65	Carson Plaza Sign Program Modification	603 E. University Dr. Proposed: Sign Program Modification	Under Review. Anticipate approval
66	Auto Collision/Repair	16200 Main Street. Existing Light Industrial Building, Proposed: Change use from warehouse/manufacturing to auto collision/repair	Approved
67	Rexford Warehouse	1065 E Walnut St. PAR for Demolition of an existing 143,640 SF industrial building. Construction of a new 135,760 SF industrial building with associated loading, parking, and landscaping areas. New building to include 127,760 SF of warehouse space and 8,000 SF of ground floor / mezzanine office space.	Under Review
68	2 Luv One Another	520 E Carson Plaza Ct Unit 104 Existing Multi-tenant Office Building. Proposed: social service center to replace a former medical office	Under Review
69	1443 E. Carson St	1443 E. Carson St. Proposed: Demo an existing house and construct a 13-unit multifamily apartment and associated Tentative Parcel Map (TPM)	Under Review
70	20920 Jamison Ave.	20920 Jamison Ave. Existing: Single-family residence Proposed: Build two new single-family residences	Under Review
71	Papadakis Engineering	20909 S Brant Ave. Existing: Papadakis Racing + Engineering Division provides prototype Fuel Cell System (testing); Proposed: CUP for storage of Bottled Hydrogen on site for intermittent testing process of new prototype Fuel Cell System (RSOC)	Under Review
72	Preapplication Review	1065 E. Walnut St., Existing: 143,640 SF warehouse; Proposed: Demolish the existing warehouse and construct a new 135,760 SF industrial building (127,760 SF warehouse space and 8,000 SF ground floor/mezzanine office space) with associated loading, parking, and landscaping areas.	Under Review

	Name	Description	Status
73	Preapplication Review	2320 Dominguez St. Existing: Proposed: "Dockzilla" Relocate and install new dock high modular building (33,600 SF) including new foundations, building slab, & necessary electrical, mechanical, and plumbing	Under Review
74	Tentative Parcel Map	850-888 E. Dominguez St. Existing: One lot containing a motel and vacant restaurant building Proposed: Split one lot into two (Motel 6 and the future TownPlace by Marriott located on separate lots)	Under Review
75	Brownfield Grants Awarded	Since 2022, City has been awarded five ECRG grants for $1,426,000 and plus an EPA grant for $500,000. Implementation is underway	CSUDH / City kicked off the required community engagement efforts to tackle city-wide brownfield redevelopment and promote environmental health. Sites being environmentally assessed for redevelopment readiness: • Carson Housing Authority (526 W. Carson / 21704 S. Figueroa) - submitted Phase II ESA Workplan for DTSC approval. • SyWest site - DTSC provided final approval of the Supplemental Site Investigation Workplan on 3/24.
76	Brownfields (Grants Submitted)	Submitted one federal EPA grant application for $1 million to establish a city-wide revolving loan fund (RLF) program	City has been notified that it will be receiving the award. Workplan submitted to EPA.
77	Brownfields (Grants Under Review)	EPA Thriving Community Grant Makers Program: US EPA brownfields job training grant to assist workers impacted closing refineries transition to green jobs	Thriving Community Grant Makers opportunities discontinued earlier this year due to changes in federal administration.
78	Real Property (Acquisition Grant)	Successfully was awarded $1.43 Million from LA County Regional Park and Open Space District (RPOSD)	Staff is in discussion with the property owner to discuss next steps in the acquisition process
79	City of Carson	Proposed Ordinance to satisfy HCD requirements to Certify the City's Housing Element	Approved at the May 13th Planning Commission and the June 3rd City Council meeting. 2nd Reading approved on June 17, 2025. June 18, 2025, the signed Ordinance was provided to HCD. On June 25, 2025, received HCD HE certification letter.
80	City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning	HCD informed the City the adopted housing element meets the statutory

	Name	Description	Status
		Commission in January and to the City Council in February to meet the state mandated deadlines	requirements of State Housing Element Law. However, the housing element cannot be found in full compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA). Staff worked with HCD to make necessary revisions to the City's zoning code and obtained the City's Housing Element certification. The implementation of the General Plan and the Housing Element are ongoing
81	City of Carson	Phase 1 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 1 excludes the non-residential portions of the code which will be prepared and presented later as Phase 2	Approved by Planning Commission and City Council
82	City of Carson	Phase 2 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 2 includes non-residential portions of the code	Under Review
83	City of Carson	Refining the Zoning Code - Amend Noise Ordinance and Noise Element for consistency purposes	Under Review. Expect to present to the Planning Commission in August and the Council in September 2025
84	City of Carson	General Plan Amendment to request Safety Element Update in order recognizing the City of Carson Local Hazard Mitigation Plan as approved by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) and to amend the safety element of the general plan to incorporate the city's 2024 Local Hazard Mitigation Plan in accordance with Assembly Bill 2140	On March 25, 2025, approved by the Planning Commission; and approved by the Council on April 1, 2025. On June 17, 2025, the related GPA was continued by the Council to September 2, 2025.
85	City of Carson	Focused sign ordinance amendment proposing to update and clarify on-site, business signage-related code sections.	On June 24, 2025, the Planning Commission continued the item. Expect to present to the Commission in September and the Council in October 2025.
86	City of Carson	Proposed amendment allowing administrative approval of tract and parcel maps for condominium purposes (Subdivision Ordinance)	Presented to the Planning Commission (PC) 2/25/25, PC approved recommendation for City Council adoption, Continued by City Council. On June 17, 2025, Ordinance Second Reading approved by City Council
87	City of Carson	Zone Text Amendment to consider approving various amendments to the text of the City's Zoning	June 10, 2025, Planning Commission recommended approval; Ordinances to

	Name	Description	Status
		Ordinance related to the Community Development Director approval authority and requirements and City Council review procedures	be presented to the City Council on July 1, 2025. Second Reading approved by City Council
88	City of Carson	Consider approval of Resolution regarding authority for certain Density Bonus applications to the City's Community Development Director with the concurrence of the City Manager	June 10, 2025, Planning Commission approved Resolution No. 2889 and ratified adoption and execution of the PC Resolution with the corrected title as a Consent item on June 24, 2025.
89	City of Carson	Prohibition of storage of hazardous materials	Under Review, New buildings in industrial zone over 5,000 square feet requiring a CUP is scheduled for April 5th City Council meeting, continued off calendar by City Council Subcommittee has met with the business community and has obtained their input Approved by City Council. Staff has notified over 2,000 business that maybe effected by the ordinance that requires submittal of an application for Director's Permit. Staff has received applications from businesses. Next step is to issue an RFP to hire an inspection consultant. RFP prep complete, staff working with City Attorney's office
90	City of Carson	Continued the development of the Carson Enhanced Infrastructure Financing District (EIFD)	The EIFD Board approved its FY 25-26 budget including authorizing $300,000 for Victoria Golf Course predevelopment studies and plans.
91	City of Carson	Short Term Rentals	A subcommittee meeting was held, and Subcommittee provided direction to staff. City Attorney's office will be drafting the ordinance
92	City of Carson	Commercial Façade Program for retail centers Citywide	Six Funding Agreements were approved in May 2024. Notable updates: • MBC Travel - New sign installation is complete. • Victoria Park Plaza - Structural plans for CJ Wings approved by Building & Safety. Staff prepared new renderings to account for a larger budget. Cost estimates are anticipated to be received 7/21

	Name	Description	Status
			• 302 E. Carson St – Planning application is received. Approval is pending. • Two new applicants: Plaza 219th & Avalon Blvd
93	City of Carson	Commercial Facade Improvement for corridor on East Carson between Harbor View and Santa Fe Avenue	Architect has completed renderings for the corridor. A community meeting was held in May. Staff are preparing to bid for work. Once bids are received, staff will receive total project costs. A budget request will be made to fully fund the project at a future City Council meeting.
94	City of Carson - Comprehensive CD Fee Study	Study to analyze various development-based fees including Development Impact Fees, Community Benefits, Inclusionary Housing, In-Lieu Fees, Commercial & Industrial Linkage Fees, and Community Facilities Districts or other Alternative Funding Mechanisms.	Project kick-off in Spring 2025. Currently in data gathering phase. Staff is scheduling departmental meetings to assess long-term infrastructure needs of each department.
95	City of Carson - Pipeline Franchise Ordinance	Update and modernize the City's Pipeline Franchise Ordinance pipeline franchise ordinance to improve compliance with existing regulations and update rates, fees, insurance and other related requirements.	A stakeholders meeting was held on June 11 with franchisee. Staff is updating the draft Ordinance based on feedback received.

CITY OF CARSON
PUBLIC WORKS DEPARTMENT
18620 S. Broadway, Carson CA 90248

JULY 2025
Monthly Report

Dr. Arlington Rodgers Jr., Director

The Public Works Department is comprised of three divisions: Administration, Engineering, and Operations. The Department maintains a total area of nineteen (19) square miles of streets which also includes maintaining twelve (12) park building facilities, two (2) aquatic centers, two (2) pools, a sports complex, and a boxing and weightlifting center, Carson Event Center, City Hall, and Corporate Yard. The Public Works staff is comprised of 116 positions with 103 full-time regular employees and 13 part-time employees. The Public Works team collaborates both internally and externally to accomplish projects that enrich the quality of life for Carson's residents and visitors.

ENGINEERING DIVISION

The Engineering Division provides the technical foundation for a modern Public Works Department and its primary responsibility is to assist the Administration and Operations & Maintenance Divisions with project management and specialized design and construction skills. The Engineering Division determines which studies are needed to advise the department on deficiencies, regulatory requirements, compliance with applicable local, state, and federal laws, cost effectiveness, prudent approaches, and strategic plans. These activities inform executive management and the City Council in determining project priorities.

Street Improvements

- PW675: SEPULVEDA BRIDGE WIDENING FROM ALAMEDA TO EAST CITY LIMIT
  - Location: Sepulveda Blvd. from Alameda to East City Limit
  - Description: The project involves the widening and improvement of the roadway and bridge along Sepulveda Boulevard to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and the modification of the existing traffic signal.
  - Budget: $12,000,000.00
  - Current Phase: FINAL DESIGN
    - RKA is addressing the plan-check comments from the County.
    - Working with the Environmental Planner on updating the permits
    - SCE is scheduling a meeting with the design team for shoofly.
    - SCE is working with Marathon on Easements
    - Meetings are now once a week with the team to verify progress.
    - Aiming to go out to bid in May 2024
    - Robert Lee is working on a letter to send to SCE he is reviewing the Franchise agreements.
    - Utility identification is being completed.
    - SCE has completed Potholing and is working around a conflict.
    - Status as of February 15, 2024: Meeting with Tenant on the southeast corner for TCE.
    - Status as of March 18, 2024: Designer is wrapping up the design, hoping to go out to bid early summer.
    - Status as of April 24, 2024: Designer is wrapping up the design. We are hoping to go out to bid early summer. SCE has two more poles to locate, working on securing the required permits.

- Status as of May 15, 2024: Designer is wrapping up the design. We are hoping to go out to bid by late September or early November. SCE has two more poles to locate, working on securing the required permits.
- Status as of June 20, 2024: Designer is wrapping up the design. We are hoping to go out to bid early summer. SCE has two more poles to locate, working on securing the required permits. Awaiting waterboard mitigation measures.
- Status as of July 25, 2024: No update
- Status as of October 30, 2024: Working with utilities, permitting agencies, final design. Tentatively scheduled to go out to bid in Mid-November.
- Status as of December 19, 2024: Publishing plans and specifications to Plant Bids.
- Status as of January 16, 2025: Plans are currently out. Bids open on February 20, 2025.
- Status as of February 20, 2025: Designer to send over revised plans to go out to bid, with a non-mandatory bidding. Plan on opening bids in late March 2025.
- Status as of March 20, 2025: Designer to send over revised plans to go out to bid with a non-mandatory bidding. We plan to open bids in late March.
- Status as of April 21, 2025: Opened Bids on April 9,2025. Beador appears to be the lowest bidder at $21,95,300. Plan to verify bids by April 24, 2025.
- Status as of May 22, 2025**:** Notice Of Intent (NOI) sent out to award contract to Beador. Staff is looking to award contract at the second City Council meeting in July.
- Status as of June 18, 2025: Council Date to award for Beador is first meeting in August.
- **Status as of July 24, 2025:** Marathon is moving utilities. Council date has been moved to September pending permits from State Water Resources Control Board (SWRCB) and Metropolitan Transportation Authority (MTA) funding.

- <u>PW1393-4 & 1411-4: CITYWIDE ANNUAL OVERLAY PROGRAM AND CITYWIDE ANNUAL CONCRETE REPLACEMENT PROGRAM</u>
  - Location: Main Street from Carson Street to Victoria St.
  - Description: The project includes grind and overlay, concrete road replacement, repair of damaged sidewalks, driveway approaches, curbs and gutter, access ramps, tree removal and replacement.
  - Budget: $3,496,000.00
  - Current Phase: PURCHASE ORDER
    - Pending purchase order issuance.
  - Status (6/22/2023): Purchase order was printed on June 22, 2023. The estimated construction start date is August 7, 2023.
  - Status as of July 19, 2023: Estimated construction start date is August 2023.
  - Status of August 17, 2023: Construction started on August 7, 2023. The estimated completion date is December 29, 2023.
  - Status as of November 20, 2023: Ongoing construction. No major updates.
  - Status as of January 3, 2024: Project is on hold. Kinder Morgan and Torrance Logistics Company are prohibiting the use of vibration rollers to compact the asphalt pavement near gasoline pipelines along Main Street. Staff are working on alternate construction methods to achieve the pavement compaction requirements without the use of vibration rollers which are industry standard. Staff anticipate that alternate compaction methods will cause an increase in cost and project schedule.
  - Status as of January 22, 2024: No update

- Status as of February 15, 2024: Project is on hold. Phillips 66 confirmed on 11/16/2023 that they have no concerns with the use of vibration rollers above their pipelines. Torrance Logistics Company confirmed on February 12, 2024, that they have no concerns with the use of vibration rollers above their pipelines. Kinder Morgan is the only company left that expresses concerns with the use of vibration rollers above their pipelines. Staff met with Kinder Morgan on February 13, 2024, and expect an official response from Kinder Morgan by February 15, 2024.
- Status as of March 19, 2024: Ongoing construction. Cold milling started on March 18,2024. Asphalt pavement resurfacing is estimated to be complete by April 10,2024. Utility adjustment, traffic signal loop installation, and striping are expected to be complete by May 9,2024.
- Status as of April 24, 2024: Ongoing construction. The Contractor is currently adjusting utilities and will begin the first coat of striping on April 29, 2024. Estimated construction completion by May 31, 2024.
- Status as of May 20, 2024: Ongoing construction. Construction is 90% complete. Staff will be presenting a staff report to the City Council to request additional funding for added project scope. The estimated project completion date is June 2024.
- Status as of June 20, 2024**:** Ongoing construction including punch list items. Amendment No. 2 was approved at the June 18th City Council Meeting. Staff are moving forward with additional project scope. The estimated project completion date is July 2024.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: Contractor is working on punch list items. Permit application to Caltrans for sidewalk improvements within Caltrans Right of Way is being finalized by staff. The expected completion date is October 2024.
- Status as of October 30,2024: No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: Caltrans requires civil plans for the improvements within Caltrans right-of-way to issue an encroachment permit. Project bid documents do not include civil plans. Staff are moving forward with construction punch list items. Estimated project completion is in March 2025.
- Status as of February 20, 2025: No update. The estimate project completion is March 2025, according to the previous update.
- Status as of March 20, 2025: Staff working with the contractor to close out the remaining punch list items. Staff will be creating a task order for ramp and sidewalk plans and specifications to get a permit within Caltrans right of way.
- Status as of April 21, 2025: Staff distributed a task order to request proposals for plans and specifications for concrete improvements within Caltrans right of way.
- Status as of May 22, 2025: Contractor completed punch list items on May 16th, 2025. Staff will review and document completed punch list items with City Inspector for final sign off. The remaining sidewalk adjacent to 405 freeway is part of Caltrans I-405 improvement project. Staff will discuss internally whether to hold off on sidewalk work adjacent to 405 freeway due to the scope being part of a Caltrans project.
- Status as of June 18, 2025: Sidewalk adjacent to 405 freeway is part of Caltrans I-405 improvement project. City Engineering Management to confirm that this area will not be included as part of the project.
- **Status as of July 24, 2025:** No update. Staff are working on closing out the project.

- PW1536: BUS AMENITY AND WAYFINDING PROJECT
  - Location: Various locations throughout the city
  - Description: Installation of monument signs, bike racks, and wayfinding signs.
  - Budget: $852,859.00
  - Status: Initial scope of work completed; preparing for additional work
  - Status as of November 20, 2023: Staff received Metro's approval of reduced scope of work and time extension and scope modifications.
  - Status as of December 29, 2023: Reached out to Metro to confirm grant work reimbursable or to submit new extension request.
  - Status as of January 17, 2024**:** Confirmed with Metro that grant work is reimbursable and no new extension request is necessary.
  - Status as of January 22, 2024: No update
  - Status as of February 7, 2024: No update
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update
  - Status as of May 15, 2024: No update
  - Status as of June 17, 2024: No update
  - Status as of July 25, 2024: Waiting for wayfinding guidance from City Manager's Office.
  - Status as of August 26, 2024: No update
  - Status as of September 18, 2024: Metro is requesting additional information to modify project scope to use all remaining funds toward wayfinding. Waiting for updates on way-finding design direction from City Manager's office.
  - Status as of October 28, 2024: Staff submitted additional information to Metro as requested. Waiting for updates on way-finding design direction from City Manager's office.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: Received new city logo designs from City Manager, still awaiting Metro decision on whether funds can be used for wayfinding.
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - **Status as of July 24, 2025:** No update

- PW1608: MLK JR. BLVD IMPROVEMENTS
  - Status as of January 3, 2024
    - TAIT is working on the 60% plans.
    - Awaiting the Geotechnical Report to confirm any recommendations.
    - Dennis to go over traffic comments with the City Traffic Engineer.
    - Plans sent over to Cal Water for their comments.
    - 60% of the plans are due on November 29th.
    - Will have 60% plan review meeting on December 5th.
    - 100% of the plans should be finished by January 25th, 2023.
    - Writing Staff report to take to council for the first meeting in February.
  - Status as of February 15, 2024
    - Plans are currently at 60%, working with Cal Water for Coordination

        - Looking at other Grant applications for cost.
        - 100% plans by mid-March.
    - Status as of March 18, 2024: 100% plans by mid-April.
    - Status as of April 24, 2024: Designer is developing options in design for City to consider.
    - Status as of May 15, 2024: Designer is developing options in design for City to consider, currently finalizing striping.
    - Status as of June 24, 2024: Designer is developing options in design for City to consider, currently finalizing striping. Expect to have plans completed by the first week in August.
    - Status as of July 25, 2024: No update
    - Status as of October 30, 2024: Pending County review of the street light plans. Plans and specifications are almost completed and ready for advertising.
    - Status as of December 19, 2024: Street Light plans are being reviewed by LA County Public Works.
    - Status as of January 16, 2025: Street light plans are being reviewed by LA County Public Works. The designer is wrapping up the plans for bidding.
    - Status as of February 20, 2025: Going to City Council on March 4, 2025, for approval of CEQA and authorization to go out to bid.
    - Status as of March 20, 2025: Council approved PSE and recording a "Notice of Exemption" with the LA County Clerk and the State Clearing House on March 4, City Council Meeting.
    - Status as of April 21, 2025: Awaiting report from consultant on the report for the GPR testing.
    - Status as of May 22, 2025: Additional soil testing performed over the landfill area on the western part of project between Main Street and the bridge.
    - Status as of June 18, 2025: Consultant is preparing a schedule for designs next steps, to adjust the design to incorporate landfill areas.
    - **Status as of July 24, 2025:** Design consultant is requesting additional funding for hydrology study and design of storm drains.

- <u>PW1655: CARSON ST. REHABILITATION PROJECT</u>
    - Location: Carson Street from Recreation Rd. to Santa Fe Ave.
    - Description: The length of this corridor is 2.2 miles, and the project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
    - Budget: $2,799,100.00
    - Status: COMPLETION AND CLOSEOUT
        - Contractor provided response to punch list on May 10, 2023.
        - The punch list discussions with the contractor are expected to be completed on May 30, 2023.
        - The contractor provided responses to punch list comments on July 10, 2023**.**
        - The contractor submitted a proposal for pavement repairs on August 16, 2023.
        - Status as of October 26, 2023: Contractor to provide dates for repairs.
        - Status as of March 18, 2024: We are currently awaiting the contractor's response to the last email sent on March 5, 2024, regarding the final punch list item.
        - Status as of April 24, 2024: No update

- Status as of May 20, 2024: No update
- Status as of July 25, 2024**:** No update
- Status as of August 26, 2024: No update
- Status as of September 23, 2024: No update
- Status as of October 30, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: Working on design for left-turn pocket repairs.
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: Working on design for left-turn pocket repairs.
- Status as of May 22, 2025: Left turn repairs 50% design received on May 9, 2025.
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:** No update

- <u>PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM</u>
  - Location: Carson St. from 405 Fwy to Figueroa Street
  - Description: The project involves the installation of CCTV cameras and appurtenant hardware at ten (10) intersections along Carson Street, connecting these to existing fiber optic cable, and tying the existing fiber optic cable into City Hall. The project will also include the establishment of a Traffic Management Center in City Hall for the purposes of traffic signal synchronization, traffic management, surveillance, and traffic monitoring.
  - Budget: $700,000.00
  - Status as of November 20, 2023: Reviewing feasibility of qualification-based contractor procurement strategies with Finance.
  - Status as of December 29, 2023**:** Issued solicitation for systems engineering from Engineering On-call consultant list, proposals due 1/4/24.
  - Status as of January 17, 2024: Received proposals; need to discuss contract options with Purchasing.
  - Status as of February 7, 2024: Negotiating contract with consultant.
  - Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to perform systems engineering.
  - Status as of April 18, 2024: Conducted kickoff meeting; conducting field review of existing equipment and fiber optic cable.
  - Status as of May 15, 2024: Field work ongoing**.**
  - Status as of June 20, 2024: Consultant met with IT Department at City Hall. Received 60% plans for traffic signal and fiber optic work.
  - Status as of July 25, 2024: Reviewing plans.
  - Status as of August 26, 2024: No update
  - Status as of December 19, 2024: Comments provided; reviewing 90% PS&E. Will coordinate with ITS Department on software and equipment to be installed at City Hall and networking to proposed TMC and new EOC.
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025:
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025**:** No update
  - **Status as of July 24, 2025:** No update

- PW1694: PROJECT: BRIDGE MAINTENANCE INSPECTION REPORTS – WORK RECOMMENDED
  - Location: All bridges with an open inspection report
  - Description: Complete work recommended items as noted in the bridge inspection reports from Caltrans.
  - Status: CONTRACT EXECUTION
    - Staff will make a recommendation to the City Council on June 6, 2023, to award a contract to Beador Construction Company, Inc. (Staff report 2023-0379)
  - Status (6/22/2023): Contract was awarded to Beador Construction company at the June 6 City Council meeting. The contract is being executed.
  - Status as of July 19, 2023: The contract was executed. Pending purchase order.
  - Status as of August 17, 2023: Pending purchase order approval.
  - Status as of September 21, 2023: Staff sent the purchase order to contractor and requested a preliminary baseline schedule. Estimated start date is pending.
  - Status as of January 3, 2024: No updates
  - Status as of January 22,2024: Estimated construction start date is March 2024. Staff are working on construction submittals.
  - Status as of February 15, 2024: No Update
  - Status as of March 19, 2024: Staff has reviewed the submittals from the contractor. Traffic control submittals have not been submitted by Contractor.
  - Status as of April 24, 2024: Contractor is working on traffic control submittals. The estimated construction start date is June 2024.
  - Status as of May 20, 2024: Staff are applying for encroachment permits to the following agencies: LA County Flood Control District, Caltrans, City of LA, City of Long Beach. The estimated construction start date is June 2024.
  - Status as of June 20, 2024: Staff are finalizing permit applications with the agencies above. Estimated Start date is August 2024.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Awaiting permit approval from Caltrans for traffic control encroachment within Caltrans Right of Way. The estimated start date is September 2024.
  - Status as of October 30,2024: No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Pending permit from Caltrans for bridge at 91 freeway and Central Avenue.
  - Status as of February 20, 2025: Contractor is revising the permit application at 91 Freeway and Central Avenue per Caltrans comments.
  - Status as of March 20, 2025**:** No update
  - Status as of April 21, 2025: Staff resubmitted revised encroachment permit application for 91 Freeway and Central Avenue. Caltrans is currently reviewing revised permit application.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: Revised traffic control plans submitted to city for review.
  - **Status as of July 24, 2025:** Revising traffic control plans for 223rd Street and Alameda Street, Main Street and Dominguez Channel, Central and 91 Fwy.

- PW1701/1715: MEDIAN LANDSCAPE IMPROVEMENTS
  - Location: City-wide
  - Description: Irrigation upgrades, landscaping upgrades in City medians and streetscapes
  - Budget: $1,500,000
  - Status: PRE-DESIGN
    - Status as of December 29, 2023: Prepared draft scope for Median Streetscape Plan
    - Status as of January 17, 2024: Working on receiving proposal by January 31, 2024.
    - Status as of February 7, 2024: Negotiating contract with consultant.
    - Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to develop Streetscape Master Plan.
  - Status of April 18, 2024: Conducted kickoff meeting and first project design meeting. Reviewing existing conditions.
  - Status as of May 15, 2024: Draft plant palettes developed by consultant**.**
  - Status as of June 20, 2024: Three sets of concepts have been submitted by consultant.
  - Status as of July 25, 2024**:** One concept for each land use type was selected internally and presented to the Public Works Commission. The consultant is working on the cost estimates and implementation plan.
  - Status as of August 26, 2024: Received draft Streetscape Master Plan from consultant. Staff reviewing to provide comments.
  - Status as of September 18, 2024: City Staff to provide feedback to consultant next week. Streetscape Master Plan anticipated to go to City Council for acceptance 10/15/24.
  - Status as of October 28, 2024: Consultant presented on draft plan to Planning Commission.
  - Status as of December 19, 2024: Preparing task order solicitation for Civic Center area median PS&E.
  - Status as of January 16, 2025**:** RFP for Civic Center area prepared, anticipate issuing next week.
  - Status as of February 20, 2025: Staff reviewing proposals received for Civic Center area median landscaping design.
  - Status as of March 20, 2025: Staff negotiated with the consultant and intends to issue Notice to Proceed (NTP) on design on March 19, 2025.
  - Status as of April 21, 2025**:** Consultant received the Notice to Proceed on March 19, 2025, and is working on the design.
  - Status as of May 22, 2025: Received draft landscape plans and civil plans. Staff provided input on irrigation equipment.
  - Status as of June 18, 2025: No update
  - **Status as of July 24, 2025:** No update

- PW1763: ARPA ROADWAY REHABILITATION PROJECT
  - Location: Residential streets throughout the city selected per Pavement Management Program report.
  - Description: Roadway rehabilitation with slurry seal method
  - Budget: $3,500,000.00
  - Status: CONSTRUCTION IN PROGRESS
    - The contractor is scheduled to resume work in June 2023, pending warmer temperatures.

- The contractor is working on the new schedule. Anticipating submittal, the week of July 10, 2023.
- Contractor resumed construction activities on July 17, 2023.
- Status as of January 22, 2024: Construction was completed in October 2023.
- Status as of March 18, 2024: Repairs on streets that were completed during the Winter 2022 will take place in June 2024.
- Status as of April 24, 2024: No update
- Status as of May 21, 2024: Public Works Right of Way Division has started crack sealing. PMI is scheduled to start on June 3, 2024.
- Status as of June 18, 2024: PMI is on the third week of the schedule. Construction is expected to be completed in the week of July 1, 2024.
- Status as of July 25, 2024**:** PMI has completed the work and will provide a schedule for the punch list items.
- Status as of September 23, 2024: No update
- Status as of October 30, 2024: PMI completed initial punch list. New punch list items have been added.
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- Status as of March 20, 2025**:** The final list of streets that need to be re-sealed has been sent to the contractor.
- Status as of April 21, 2025: Waiting on the contractor to provide the final schedule.
- Status as of May 22, 2025: Final punch list is complete. The project will be submitted to City Council for acceptance.
- Status as of June 18, 2025**:** No update
- **Status as of July 24, 2025:** Project accepted as complete at July 15, 2025, City Council Meeting.

- <u>PW1765: LOMITA BLVD</u>
  - Status as of January 3, 2024:
    - TAIT is sending over 30% of plans for review.
    - The geotechnical report will be completed by the end of November.
    - Railway spurs application is $2,000 per spur, Tait is saying these fees will amount to $8,000 for all the Street Improvement projects that the city has.
    - Plans should be complete by the end of January.
    - Plan to take it to Council for approval at the second meeting in February.
    - Status as of February 15, 2024: Plans are expected to be complete by mid-March.
    - Status as of March 18, 2024: Plans are expected to be complete by mid-April.
    - Status as of April 24, 2024: Working with the City of Los Angeles for applicable permits.
    - Status as of May 15, 2024: Meeting set up with the City of Los Angeles to go over permits and projects.
    - Status as of June 24, 2024: Meeting set up with the City of Los Angeles to go over permits and project.
    - Status as of July 25, 2024: No update
    - Status as of October 30, 2024: Consultant working on the right of way issues for stormwater easement. Addressing additional Task Order request.
    - Status as of December 19, 2024: Consultant working on the right-of-way issues for stormwater easement. Addressing additional Task Order request.

- Status as of January 16, 2025**:** Consultant working on the right-of-way issues for stormwater easement. Addressing additional Task Order request.
- Status as of February 20, 2025: Plan review shared with design consultant. The additional Task Order is currently being reviewed.
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: Working with consultant on change order request for additional work for right-of-way and stormwater design work.
- Status as of May 22, 2025: Additional Change Order required to continue work.
- Status as of June 18, 2025: Additional funding for Task Order available in July.
- **Status as of July 24, 2025:** Additional Task Order is pending Purchase Order roll-over for new fiscal year.

- <u>PW1773: CARSON ACTIVE TRANSPORTATION & COMMUNITY CONNECTIVITY PLAN</u>
  - Location: Citywide
  - Description: Develop Carson Active Transportation and Community Connectivity Plan.
  - Budget: $405,000 ($358,000 in Caltrans Sustainable Communities Grant)
  - Status: PRE-DESIGN
    - Contract awarded to Alta Planning + Design, Inc. on May 2, 2023, City Council Meeting
    - Project kickoff meeting conducted August 31, 2023.
  - Status as of November 21, 2023: Consultant proceeding with existing conditions review and public outreach plan. Website anticipated to be up by January 2024
  - Status as of December 29, 2023: Consultant preparing to go live with website, social media, etc. in January.
  - Status as of January 17, 2024: Website, social media, etc. are live. First virtual open house is set for 1/25/24.
  - Status as of February 7, 2024: Research and analysis is ongoing. In-person open house events planned for February 22, 2024, and April 18, 2024.
  - Status as of March 13, 2024: In-person open house was held at Anderson Park on February 22, 2024. The final open house is scheduled for April 18, 2024, at Veterans Park. Research and analysis are ongoing.
  - Status as of April 18, 2024: Received existing conditions report draft and provided comments. The final open house is scheduled for April 18, 2024, at Veterans Park. Research and analysis are ongoing.
  - Status as of May 21, 2024: Final open house was conducted. Analysis is ongoing. Planning for fall workshop meetings in progress.
  - Status as of June 20, 2024**:** Walk audit conducted at select schools. Analysis is ongoing. Planning for fall workshop meetings is ongoing.
  - Status as of July 25, 2024**:** Consultant has begun to prepare draft recommendations, concepts, and cost estimates.
  - Status as of August 26, 2024: Staff working with consultants on draft recommendations.
  - Status as of September 18, 2024: Internal draft document prepared for discussion with management. Public workshops scheduled for November.
  - Status as of October 28, 2024: Internal draft document and recommendations reviewed with City Manager's Office.

- Status as of December 19, 2024: Three more engagement meetings were held with residents (at Hemingway Park, the Community Center, and online) to present draft findings and proposed projects and to solicit input. City Staff are reviewing the draft plan to provide comments for final.
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: Final plan documents received from consultant. Staff preparing staff report for City Council to accept and approve CATCP.
- Status as of March 20, 2025: Carson Active Transportation and Community Connectivity Plan approved by City Council on March 4, 2025. Staff are working with consultants and Caltrans to close-out the project.
- Status as of April 21, 2025: Working on closeout and final billing with Caltrans.
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:** No update

- PW1775: 213TH ST. STREET LIGHTS
  - Location: East 213th Street between Chico Ave and Wilmington Blvd
  - Description: Installation of streetlights
  - Budget: $800,000
  - Status: DESIGN PROCUREMENT
    - Status as of December 29, 2023: Solicitation issued from Engineering On-call consultant list; 1 proposal received.
    - Status as of February 7, 2024: Negotiating contract with consultant.
    - Status as of March 13, 2024: Consultant to send revised scope and fee (final iteration).
    - Status as of April 18, 2024: Waiting for Task Order and Notice to Proceed (NTP)
    - Status as of May 21, 2024: Conducted kick-off meeting.
    - Status as of June 20, 2024: Field work ongoing.
    - Status as of July 25, 2024**:** Consultant is preparing plans.
    - Status as of August 26, 2024: No update
    - Status as of September 18, 2024: 30% submitted to City. Comments sent.
    - Status as of October 28, 2024: Consultant coordinating with SCE to develop service request which will require upgrading the circuit on 213th.
    - Status as of December 19, 2024: Received 60%. County reviewing.
    - Status as of January 16, 2025**:** County still reviewing. SCE will need to do major work to install these streetlights, so they are requesting a meeting with City staff about potentially putting in aerial cable instead of an underground to complete the project faster.
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Waiting for draft SCE design.
    - Status as of April 21, 2025: SCE committed to providing a draft service design this month.
    - Status as of May 22, 2025: LA County reviewing plans.
    - Status as of June 18, 2025: No update
    - **Status as of July 24, 2025:** No update

- PW1779: WALNUT AVENUE (AVALON TO BILLINGS)
  - Status as of January 3, 2024
    - Webb is working on the 60% plans.
    - Webb needs to know from the city if they are going with just asphalt or a complete street rebuild.
    - Webb is finishing up with the plans.
  - Status as of March 18, 2024: Going to City Council for April 2, 2024, Meeting.
  - Status as of April 24, 2024: Project has been grounded and overlaid by the other project, working with city staff for upgrades in signing and stripping. Will fill CEQA.
  - Status as of May 15, 2024: The Citywide asphalt project has applied asphalt, working with ROW Superintendent to finalize the sidewalk work, signs, and stripping. Filed CEQA documentation.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - **Status as of July 24, 2025:** No update

- PW1780: VICTORIA TRANSIT CENTER
  - Location: Victoria Street near Tamcliff Avenue
  - Design and construction of a new transit center adjacent to CSUDH.
  - Budget: $3,525,000
  - Status as of November 21, 2023: DESIGN
    - Task Order 2023-008 issued to Breen for Conceptual Design
    - Follow-up meetings to be held to discuss incorporating CSUDH and Dignity Health input.
  - Status as of December 29, 2023: Awaiting revised concept after 2nd meeting.
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024**:** Received revised concepts which are being reviewed by City and CSUDH Staff.
  - Status as of March 13, 2024: Revised concepts discussed on February 29, 2024, meeting with consultant and CSUDH. Conceptual design to be finalized later this month.
  - Status as of April 18, 2024: Working with CSUDH to coordinate upcoming survey work.
  - Status as of May 15, 2024: Awaiting Access & Exclusivity Agreement from CSUDH to allow for onsite survey work.
  - Status as of June 20, 2024: Working with CSUDH to execute Access Agreement.
  - Status as of July 25, 2024: Still working to execute agreement. The city is working to obtain right-of-way documents from CSUDH.
  - Status as of August 26, 2024: No update
  - Status as of September 18, 2024: Agreement set to go to City Council 10/1/24 for approval.

- Status as of October 28, 2024: Agreement executed, awaiting consultant schedule for survey work.
- Status as of December 19, 2024: Consultant's subcontractors have completed survey work and have begun geotechnical work to support design.
- Status as of January 16, 2025: Design ongoing
- Status as of February 20, 2025: Design ongoing
- Status as of March 20, 2025: Received final conceptual design from consultant. Staff planning next phase of design.
- Status as of April 21, 2025: Conducted meeting with the consultant on April 3, 2025, to discuss next phase of design, anticipate receiving a proposal by end of April. Staff are also coordinating a meeting with CSUDH for late April.
- Status as of May 22, 2025: Staff reviewed conceptual design with CSUDH and received comments. Staff are reviewing the consultant's proposal for completion of design and PS&E package.
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:** No update

- PW1785: BICYCLE MASTER PLAN UPDATE
  - Location: City-wide
  - Description: Update City Bicycle Master Plan
  - Budget: $897,000
  - Status: PRE-DESIGN
  - Status as of December 29, 2023: Working with Caltrans to program allocation request.
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: No update
  - Status as of March 13, 2024: On CTC March Agenda for allocation
  - Status as of April 18, 2024: CTC allocated funds for plan update. Program supplement agreement scheduled for May 21, 2024, City Council Agenda.
  - Status as of May 20, 2024: No update
  - Status as of June 20, 2024: Received approved finance letter from Caltrans. Drafting RFP scope of work.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - Status as of September 18, 2024: Drafting project scope.
  - Status as of October 28, 2024: No update
  - Status as of December 19, 2024: The RFP was issued November 27, 2024. A virtual pre-proposal meeting was held December 9, 2024. The proposals are due January 8, 2025.
  - Status as of January 16, 2025: Four proposals were received. Staff to evaluate and score the proposals to select the consultant for plan preparation.
  - Status as of February 20, 2025: Staff conducted interviews February 11, 2025, with the three consultants who were shortlisted for the project.
  - Status as of March 20, 2025: Contract services agreement for Toole Design Group approved by City Council on March 18, 2025.
  - Status as of April 21, 2025: Working with the consultant and Risk Management to obtain a Certificate of Insurance with correct endorsements and insured parties listed
  - Status as of May 22, 2025: Executed contract, working internally to create purchase order.
  - Status as of June 18, 2025**:** No update
  - **Status as of July 24, 2025:** No update

- PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON FEDERAL PROJECT NO. STPL-5403(033)
    - Status as of May 20,2024: Request for Authorization for Preliminary Engineering Application was resubmitted to Caltrans on May 16, 2024. The estimated construction start date is June 2025.
    - Status as of June 20,2024: Staff resubmitted application on June 17, 2024. Revised application included "Expedited Project Selection Procedures (EPSP)" approval from SCAG.
    - Status as of July 25, 2024**:** No update
    - Status as of August 26, 2024: Application pending approval from Caltrans.
    - Status as of October 30,2024: Staff report item #23 was approved at the 10/1 Council Meeting along with resolutions 24-091 & 24-095. Staff routed the supplement agreement through City Clerk on 10/29 for the mayor's signature.
    - Status as of December 19, 2024: No update
    - Status as of January 16, 2025: Staff to advertise project for design in January 2025.
    - Status as of February 20, 2025: Request for Proposal will be advertised on March 6, 2025.
    - Status as of March 20, 2025: Staff are revising the request for proposal based on comments from Purchasing. Proposal to be advertised in March 2025.
    - Status as of April 21, 2025: Proposals for selection of a design consultant are due April 28, 2025. Staff anticipate awarding a contract to a design consultant in June 2025 to start design. Construction is expected to start in the first quarter of 2026.
    - Status as of May 22, 2025: Proposal ranking was submitted to Purchasing on May 22,2025 to prepare a notice of intent to award (NOI). Staff anticipate presenting a staff report at the July 1, 2025, City Council meeting to award a design contract.
    - Status as of June 18, 2025: Status as of June 18, 2025: Staff met with the design consultant of the highest ranked proposal on Thursday June 12th and Tuesday June 17th to clarify the scope of work and negotiate a lower fee proposal for the design portion of the project. Staff anticipates receiving an updated fee schedule by Friday June 20th. Staff plans on presenting a staff report at the July 15, 2025, City Council meeting to award a design contract.
    - Status as of June 18, 2025: No update
    - **Status as of July 24, 2025:** Staff Report to award design contract completed on July 2, 2025, and contract agreement was finalized on July 24, 2025.

- PW1757: MAIN STREET – 228TH TO LOMITA
    - Location: Main Street from 228th Street to Lomita Boulevard
    - Description: The project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
    - Budget: $2,100,000
    - Status: DESIGN
    - Status as of February 20, 2025: Comments submitted to Tait for 50% design.
    - Status as of March 20, 2025: No update
    - Status as of April 21, 2025: 90% design was submitted to the City. Comments being returned to the design team this month.
    - Status as of May 22, 2025: 100% design being completed.
    - Status as of June 18, 2025: No update
    - **Status as of July 24, 2025:** No update

- PW1722: 213th STREET IMPROVEMENT ION PROJECT
  - Location: 213th Street from Main to Selwyn.
  - Description: Roadway and concrete improvements rehabilitation
  - Budget: $2,693,000.00
  - Status: CONSTRUCTION IN PROGRESS
  - Status as of March 20, 2025: Concrete improvements and paving are complete.
  - Status as of April 21, 2025: Repaving has been completed.
  - Status as of May 22, 2025: Striping and punch list have been completed. Inspection confirmation pending.
  - Status as of June 18, 2025: No update
  - **Status as of July 24, 2025:** Construction has been completed. Pending final invoice from contractor.

Traffic Signal Improvements

- PW1647: I-110 FREEWAY ARTERIAL IMPROVEMENTS
  - Location: Del Amo Blvd at Vermont Ave; Del Amo Blvd at Figueroa St; Del Amo Blvd at Main St; Hamilton Ave at I-110 SB on/off-ramps; Figueroa St at I-110 NB on/off ramps; Figueroa St at Torrance Blvd; Main St at Torrance Blvd; Carson St at Vermont Ave; Carson St at Figueroa St; and Avalon Blvd at Carson St
  - Description: Traffic Signal Improvement at 6 intersections near I-110 /FOLA with Metro Express lanes Net Toll Revenue Reinvestment Grant
  - Budget: $3,520,000 = $1,760,000 (Grant Fund) + $1,760,000 (Local Fund)
  - Status: DESIGN
  - Status as of October 26, 2023: Awaiting execution of Funding Agreement for extension and scope modifications.
  - Status as of November 20, 2023: Metro's approval of reduced scope of work and time extension.
  - Status as of December 29, 2023: Consultant reviewing and updating scope.
  - Status as of January 17, 2024**:** No update
  - Status as of February 7, 2024: Consultant reviewing relevant traffic studies to refine scope.
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024**:** Consultant's traffic analysis showed that proposed treatments at three of the project intersections will not markedly improve traffic conditions. The city will submit a request for Scope Modification from Metro to be able to use the funds on different traffic signals and treatments that will have a greater positive impact on traffic.
  - Status as of August 26, 2024: Scope modification request sent to Metro; meeting scheduled with Metro in September to discuss.
  - Status as of September 18, 2024: Staff preparing additional documents for submission to Metro as requested to supplement scope modification request.

- Status as of October 28, 2024: Staff submitted additional information to Metro, as requested. Received consultant proposal for 3 out of the 6 signals to be designed and preparing Task Order.
- Status as of December 19, 2024: Staff issued Task Order 2024-055 to KOA to design three (3) of the traffic signals. A kick-off meeting was held on December 4, 2024, to discuss the scope. Staff are still awaiting Metro's decision on the scope modification request.
- Status as of January 16, 2025: A meeting was held with the designers and LA County to discuss the LA County traffic signal included in this scope. Staff working to reply to the designer's data request.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025**:** No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:** Pending Metro's decision on the scope modification request.

- PW1649: HSIP H8-07-003 TRAFFIC SIGNAL UPGRADE
  - Location: Intersections of Avalon Blvd at Victoria St, Main St at Sepulveda Blvd, Main St at 223rd St, and Figueroa St at Torrance Blvd
  - Description: Traffic Signal Upgrades for 4 intersections with HSIP Grant
  - Budget: $1,912,000 = $1,720,890 (HSIP Fund) + $1,279,110 (Local Fund)
  - Status: DESIGN
    - Awaiting final SCE plans
  - Status as of November 20, 2023: No update
  - Status as of December 29, 2023: No update
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: Received final SCE plans, working with designer to finalize PS&E package.
  - Status as of March 13, 2024: Meeting scheduled this month with designer to review PS&E package and outstanding items.
  - Status as of April 18, 2024: Additional work on design and Caltrans authorizations will require forthcoming change order.
  - Status as of May 15, 2024**:** Contract amendment for the Consultant is scheduled for June 4, 2024, City Council Agenda for additional design and Caltrans authorization work. Working with Caltrans to submit necessary forms to authorize construction funding.
  - Status as of June 20, 2024: Working with Caltrans on necessary forms to authorize construction funding and FHWA review/approval of Carson's PLA**.**
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: PLA does not apply to Federal-aid projects. Working with consultant to confirm utility investigation complete and finalize plans.
  - Status as of September 18, 2024: NEPA CE received from Caltrans. Advantec submitted final plans. City performing final review. Anticipated City Council approval date of 10/15/24.
  - Status as of October 28, 2024: Notice of Exemption was approved at City Council 10/15/24. Request for Authorization for Construction was submitted to Caltrans 10/24/24.

- Status as of December 19, 2024: After receiving feedback on October 24, 2024, submission, the Request for Authorization for Construction was resubmitted to Caltrans on December 11, 2024.
- Status as of January 16, 2025: After receiving more feedback, the Request for Authorization for Construction was resubmitted to Caltrans on January 7, 2025.
- Status as of February 20, 2025: Received comments from Caltrans. Resubmitted Request for Authorization for Construction to Caltrans February 3, 2025.
- Status as of March 20, 2025: Construction project planned to be advertised on March 20, 2025, under IFB 25-08.
- Status as of April 21, 2025: Project was advertised to contractors on March 18, 2025, with bids due May 22, 2025. The supplemental funding agreement for construction funds was approved by City Council at the April 1, 2025, meeting.
- Status as of May 22, 2025: No update
- Status as of June 18, 2025**:** No update
- **Status as of July 24, 2025:** No update

- PW1657: FOR MR 312.46 AND MR 312.41, TRAFFIC SIGNAL UPGRADES
  - Location: Figueroa St at Victoria St; Main St at 220th St; Main St at Victoria St.
  - Main St at Albertoni St; and Figueroa St at 223rd St; and Figueroa Street at 234th St.
  - Description: Traffic Signal Upgrade at six (6) intersections. The proposed upgrades aim to improve signal coordination and traffic progression to alleviate arterial congestion by installing, replacing and/or updating traffic signal poles, mast arms, signal heads, controllers, cabinets, left turn phasing, CCTVs, countdown pedestrian signal heads, ADA compliant curb ramps and pedestrian push buttons, and traffic signal timing.
  - Budget: $4,220,000 (Measure R Grant)
  - Status: DESIGN AND PERMITTING
    - Revised funding agreement approved on May 16, 2023, City Council
    - Awaiting final SCE plans
    - Status as of November 20, 2023: No update
    - Status as of December 29, 2023: No update
    - Status as of January 17, 2024: No update
    - Status as of February 7, 2024: Received final SCE plans, working with designer to revise PS&E package, Los Angeles City DOT to review location within their right-of-way.
    - Status as of March 13, 2024: Received final PS&E package for Los Angeles City DOT location, to sign internally and submitted to LADOT for signature. Designer making final revisions to PS&E package.
    - Status as of April 18, 2024: LADOT provided approval, but LABOE has not reviewed. Met with LABOE to clarify their approval process for “A Permit”.
    - Status as of May 15, 2024: LABOE to review plans.
    - Status as of June 20, 2024: LABOE review continuing**.**
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024: LABOE reviewed with no further comments. LABOE issuing permits and final signing of plans.
    - Status as of September 18, 2024: Staff preparing bid package, awaiting filing of Notice of Exemption.

- Status as of October 28, 2024: Waiting for final updates from consultant. IFB planned for November pending budget.
- Status as of December 19, 2024: IFB was issued December 9, 2024. A pre-bid conference is being held December 19, 2024. Bids are due January 9, 2025.
- Status as of January 16, 2025: Staff is responding to bidders' questions, bids due February 3, 2025.
- Status as of February 20, 2025: Bids were received February 3, 2025. Staff is reviewing the bids.
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: Supplemental agreement to extend grant deadline on City Council agenda for April 15, 2025. Notice of Intent to Award issued April 8, 2025. Project award on agenda for May 6, 2025, City Council meeting.
- Status as of May 22, 2025: Agenda item for award of construction pushed back to June 3, 2025, City Council meeting.
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:** Staff to recommend award contract to Belco Electric at City Council Meeting on August 5, 2025.

- <u>PW1667: TRAFFIC SIGNAL IMPROVEMENT AT AVALON BLVD. & GARDENA BLVD.</u>
  - Location: Intersection of Avalon Blvd and Gardena Blvd
  - Description: Traffic signal upgrade design to include protected left-turn phasing for north-south traffic.
  - Budget: $500,000
  - Status: DESIGN
    - Status as of October 26, 2023: Design Consultant to submit 100% PS&E packet. Status as of November 20, 2023: Designer is obtaining potholing. The designer will submit plans in early December. County is reviewing City's request to incorporate our design into County's Avalon TSSP project design.
    - Status as of January 17, 2024: Design complete. The city has accepted the package. Sent to County, who will be preparing a revised signal design.
    - Status as of February 7, 2024: County preparing update to design to insert into upcoming City procurement.
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of June 20, 2024**:** Received County's revised signal design; comments returned to County for final incorporation**.**
  - Status as of July 25, 2024: No update
  - Status of August 26, 2024: Received final plans from County. Reviewing and compiling the bid package.
  - Status as of September 18, 2024: Staff preparing bid package, awaiting filing of Notice of Exemption
  - Status as of October 28, 2024: Notice of exemption filed, IFB anticipated in November pending budget.
  - Status as of December 19, 2024: IFB was issued November 7, 2024. The bidding closed on December 12, 2024. Staff are reviewing and evaluating the bids.
  - Status as of January 16, 2025: Staff are reviewing bids.

- Status as of February 20, 2025: Staff are reviewing reference for the low bidder.
- Status as of March 20, 2025: Staff report prepared to award construction contract, anticipated for April 15, 2025, City Council meeting.
- Status as of April 21, 2025: Award of construction contract anticipated for May 6, 2025, City Council Meeting.
- Status as of May 22, 2025: Staff is working with the contractor to execute the contract.
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:** Contract executed July 23, 2025.

- PW1784: CENTRAL AVE. AT UNIVERSITY DR. TRAFFIC SIGNAL IMPROVEMENT
  - Location: Intersection of Central Avenue and University Drive.
  - Description: Installation of left turn arrows at existing signalized intersection
  - Budget: $640,000
  - Status: DESIGN
    - Consultant preparing 60% plans.
    - Status of August 26, 2024: Consultant submitted 60% plans and City reviewing. Working through design issues with placement of new signal poles.
    - Status as of September 18, 2024: City provided 60% comments. Consultant revising plans, 90% anticipated in November.
    - Status as of December 19, 2024: Consultant presented change order due to additional potholing and redesign of southwest quadrant. Staff are reviewing.
    - Status as of January 16, 2025: No update
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Change order was approved and Notice to Proceed on additional scope was issued March 5, 2025.
    - Status as of April 21, 2025: Revised 90% design submitted and plans are in plan check.
    - Status as of May 22, 2025: No update
    - Status as of June 18, 2025: No update
    - **Status as of July 24, 2025:** 100% plans received on July 14, 2025

Summary of All Traffic Signal Projects:

Location/Intersection	Construction Start Date	Anticipated Construction Completion Date
PW 1667-Avalon Blvd at Gardena Blvd	MAY 2025	TBD
PW 1649-Avalon Blvd at Victoria Ave	JUNE 2025	TBD
PW 1784- Central Ave at University Dr	In Design	TBD
Del Amo Blvd at Vermont Ave	In Design	TBD
PW 1647-Del Amo Blvd at Figueroa St	In Design	TBD
PW 1647 Del Amo Blvd at Hamilton Ave	In-Design	TBD
PW 1736 Dolores St. at 223rd St.	(CIP 24-25 Design)	
PW 1647 Hamilton Ave at I-110 SB On/Off-ramps	In Design	TBD
PW 1657-Main St at 220th St	MAY 2025	TBD
PW 1649 -Main St at 223rd St	JUNE 2025	TBD
PW 1657-Main St at Albertoni St	MAY 2025	TBD

PW 1649-Main St at Sepulveda Blvd	JUNE 2025	TBD
PW1657-Main St at Victoria St	MAY 2025	TBD
PW 1647-Main St. at I 405 NB On-ramp	In Design	TBD
PW 1647-Main St. at I 405 NB Off-ramp	In Design	TBD
PW 1657-Figueroa St at 223rd St	MAY 2025	TBD
PW 1657-Figueroa St at 234th St	MAY 2025	TBD
PW 1647-Figueroa St at I-110 NB on/off ramps	In Design	TBD
PW 1649-Figueroa St at Torrance Blvd	JUNE 2025	TBD
PW 1657-Figueroa St at Victoria St	MAY 2025	TBD

* Delays due to long-lead items and supply chain issues

Stormwater Improvements

- PW1682: STORMWATER FACILITIES & IMPLEMENTATION PLAN
  - Location: Citywide
  - Description: Developing a plan to identify potential new stormwater facilities that are needed for compliance with the City's National Pollutant Discharge Elimination Systems (NPDES) permit. Ensures that we have clean water in our local waterbodies and helps with climate resiliency through water capture and pre-treatment and reduces our impact on the oceans. To also update the Enhanced Watershed Management Plan, which is a document that is used to maintain compliance with the City's NPDES permit. This is needed to keep up to date with permits from the State.
  - Current Phase: PLAN DEVELOPMENT AND SITE SELECTION
    - The first project identified is the Stevenson Park Stormwater Capture Facility. The team has already reached out to Los Angeles County Sanitation to perform a sewer area study and is working on getting funding. The team must also gain approval from the Flood Control District before moving forward with an application next fiscal year. We have been informed that applications for future funding may be paused for this year.
    - The consultant has identified BMPs for the Gardena, Main and Avalon Green Street Improvement task that were added to the amended contract in June. 60% of the design has been completed and the project is pending a geotechnical review. We are negotiating and looking for potential funding to provide survey and geotechnical work. Design is paused until this can be executed.
    - Status as of January 22, 2024: The team is conducting outreach to the Mayor in February to help promote understanding and to gain feedback on potential stormwater facilities and compliance with the MS4 permit. They will also reach out to several other officials.
    - Status as of February 21, 2024: The team is conducting outreach to stakeholders throughout the city to inform them of the Plan. They are also revising several aspects of the scoring to provide a better assessment of possible stormwater facilities.
    - Status as of March 20, 2024: The consultant is preparing for outreach to City Council members and other stakeholders, outreach materials and content will be

reviewed when submitted. The consultant is also planning on completing the Facilities Plan by the end of May.
- Status as of April 23, 2024: The consultant is working on finalizing a prioritization of all stormwater BMPs in the coming months.
- Status as of May 20, 2024: No update
- Status as of June 20, 2024: The consultant expects to submit a completed draft master plan by the end of the month.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: The plan has been completed, a workshop will be planned to present the potential projects to City staff and inform feedback on moving forward with any projects.
- Status as of October 30, 2024: Workshop has been completed, and two projects will be selected for grant funding opportunities
- Status as of December 19, 2024: Consultant has begun work on Green Streets design and technical resource applications.
- Status as of January 16, 2025: Selecting two projects to submit for grant funding.
- Status as of February 20, 2025: Two projects selected – pursuing dry wells and have contacted LA County Parks for a project at Victoria Park.
- Status as of March 20, 2025: Began work with application for dry wells project.
- Status as of April 21, 2025: Consultant has begun working on applications for the two projects and a submittal is expected by July 2025.
- Status as of May 22, 2025: Draft applications received from consultant are being reviewed by staff.
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:** Two conceptual projects are being submitted for Measure W grant funding by the end of the month.

- <u>PW1776 CALAS PARK STORMWATER SUPPLEMENTAL ENVIRONMENTAL PROJECT</u>
  - Location: Calas Park
  - Description: Joint project with Los Angeles County Sanitation Districts to construct a stormwater treatment and capture facility. This project will divert water from the storm drain and allow it to be cleaned and/or reused in the park while also improving park facilities.
  - Current Phase: Request for Proposals to perform design services.
  - Status as of March 20, 2024: The RFP is out for bid and bids should be received by next month, with a selection in May.
  - Status as of April 23, 2024: We are on schedule with the RFP. A pre-proposal meeting was conducted with 30 attendees. The bid opening will be in early May with interviews the following week if needed.
  - Status as of May 20, 2024: No update.
  - Status as of June 20, 2024: The project is set to be awarded in July and will go on the City Council's agenda. The company selected is Craftwater Engineering.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Craftwater Engineering has begun pre-design for the project and the contract is in the process of being executed.

- Status as of October 30, 2024: Preliminary design has been completed and the project is ready for 30% design to begin, scheduled to be completed in December.
- Status as of December 19, 2024: 30% Design submitted for review in January.
- Status as of January 16, 2025: Comments being submitted in one week. The design workshop was completed on January 16, 2025.
- Status as of February 20, 2025: Project has begun CEQA process and consultant is working on the 60% design.
- Status as of March 20, 2025: 60% Design scheduled for delivery and review.
- Status as of April 21, 2025: Comments returned to the consultant. Work continues to progress towards 90% design.
- Status as of May 22, 2025: Consultant has submitted the 90% design. This will be reviewed in June 2025.
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:** 90% PS&E completed. CEQA was determined to be a Mitigated Negative Declaration and working towards submittal.

- PW1676 STORMWATER GREEN STREET ENGINEERING, DESIGN & IMPLEMTATION
  - Location: Gardena and Main Street
  - Description: Stormwater treatment project to construct tree wells and a dry well on Gardena and Main Street, which will filter and clean water from the streets.
  - Current Phase: In Design
  - Status as of January 16, 2025: Consultant is performing geotechnical and survey work to establish design parameters.
  - Status as of February 20, 2025: Geotechnical work has been completed and 60% design is underway.
  - Status as of March 20, 2025**:** Completing survey and 60% design expected.
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - **Status as of July 24, 2025:** Met with SCE to resolve potential conflicts. 90% design being completed.

Bike Lane Projects

- PW1451 & 1452: BIKE LANE INSTALLATION
  - Location: Figueroa Street, Main Street, Victoria Street, and Carson Street. University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street.
  - Description: Design and construction of bike lane facilities
  - Budget: PW1451 = $4,900,000.00; PW1452 = $4,900,000.00
  - Current Phase: DESIGN AND PERMITTING
    - Final design plan review to be completed in January 2024
    - Status as of October 26, 2023: Metro Measure M funding awarded and programmed for construction phase.
    - Status as of November 20, 2023: Working with Metro on funding agreement for Measure M funds.
  - Status as of December 29, 2023: Working with Caltrans Local Assistance to confirm the revised funding plan including Metro funds and City match.
  - Status as of January 17, 2024: Resubmitted with additional Caltrans requirements.

- Status as of February 7, 2024: City performing design review to coordinate with other CIP projects.
- Status as of March 13, 2024: No update
- Status as of April 18, 2024: Consultant updating final plans package to incorporate other City projects, updates to Federal MUTCD.
- Status as of May 15, 2024: LACMTA funding agreements scheduled for the May 22, 2024, City Council Agenda. Working with Caltrans to submit necessary forms to authorize construction funding.
- Status as of June 20, 2024: Working with Caltrans on necessary forms to authorize construction funding and FHWA review/approval of Carson's PLA**.**
- Status as of July 25, 2024: Meeting tentatively scheduled with Caltrans to discuss delivery options.
- Status of August 26, 2024: Received tentative direction from Caltrans on City's project delivery and packaging plan. Confirmed that Metro also accepts this approach. Caltrans is agreeable to convert some Federal-Aid funds to State funds which will reduce the paperwork burden on CIP projects that use the new striping design. Project will be bid in 3 parts: 1) Median modifications and lighting relocation, 2) Federal-Aid signing and striping for projects not already in CIP (also not subject to PLA), and 3) individual signing and striping sheets for CIP projects to be implemented over this fiscal year and the next two (2) fiscal years prior to 2028 Olympics. The city is waiting for final confirmation from Caltrans on this plan.
- Status as of September 18, 2024: City awaiting final plans for each of 3 packages. Anticipated City Council approval date 10/15/24.
- Status as of October 28, 2024: Anticipated City Council approval date 11/19/24.
- Status as of December 19, 2024: RFA for construction of Federal project was submitted on December 11, 2024.
- Status as of January 16, 2025: City received letter from CPUC regarding their opinion that a GO 88-B permit is required for striping a bike lane near railroad crossings. Staff reviewing options and potential response. Caltrans returned RFA-CON as incomplete – Staff forwarded rejection to consultant for rework. The consultant presented supplemental scope and fee for reworking RFA-CON, which the city has rejected as this rework is considered within scope.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Submitted revised RFA-CON package. Received additional comments from Caltrans.
- Status as of April 21, 2025: Caltrans returned RFA-CON package for additional corrections. Staff preparing resubmittal. LA County provided comments on street lighting design. Consultant updating plans.
- Status as of May 22, 2025: Staff resubmitted RFA-CON package with corrections on May 8, 2025.
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:** No update

- <u>PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II</u>
  - Location – Phase I: Main Street to Avalon Boulevard
  - Location – Phase II: Avalon Boulevard to Carson St.
  - Description: Installation of Bike path along Dominguez Channel

- Budget: $9,000,000.00 (PW1490); $5,500,000.00 (PW1600)
- Current Phase: DESIGN AND PERMITTING
  - As a result of the redesign to address safety concerns, the City is working with Metro requesting additional funding and a time extension.
  - Status as of October 26, 2023: Consultant to continue design with modified scope.
  - Status as of November 20, 2023: Consultant to continue design with modified scope.
  - Status as of December 29, 2023**:** Consultant contract amendment approved, awaiting signed amendment in mail to issue task order.
  - Status as of January 17, 2024: Awaiting signed task order memo to issue task order Notice to Proceed.
  - Status as of February 7, 2024: Notice to proceed on Task Order was issued, working with LA County DPW to obtain permit to conduct survey work for design.
  - Status as of March 13, 2024: LA County DPW permit obtained, survey work to begin this month.
  - Status as of April 18, 2024: Seeking a meeting with LA County to review geotechnical scope, waiting for communication from LA County as to who is reviewing.
  - Status of May 15, 2024: Met with LA County to review structural and geotechnical questions, working with LA County Flood District through permit requirements for various subcontractors' scope of work.
  - Status as of June 20, 2024: Biological survey to be conducted this month.
  - Status as of July 25, 2024: Biological survey is complete. The consultant is working on civil plans. Consultant submitted permit for geotechnical borings which is pending LA County review and approval. Conducted coordination meeting with County on Greenway project status, City's needs from County.
  - Status of August 26, 2024: Conducted meeting with County to discuss Geotechnical exploratory permit pending LA County review. The county should have comments on permit in September.
  - Status as of September 18, 2024: Continued coordination with County on Greenway parklet plans, permit still pending LA County review and approval.
  - Status as of October 28, 2024: Geotech field work complete, awaiting soils report for structural and civil design. Continued coordination with County on Greenway parklet plans
  - Status as of December 19, 2024: Staff reviewing soils report. Consultant has begun structural design.
  - Status as of January 16, 2025: Structural and civil designs are ongoing. Coordination with LA County is ongoing for review of structural elements and for coordination within the parklet area.
  - Status as of February 20, 2025: Structural and civil designs are ongoing. Staff and Consultant met with LA County team January 28, 2025, to discuss structural design approach. The consultant is collaborating with LA County designer on the parklet area.
  - Status as of March 20, 2025: Staff and consultant to meet again with LA County on March 20, 2025 (today) to discuss approach for design and whether a design-build approach could be reviewable for LA County.
  - Status as of April 21, 2025: City soliciting an on-call environmental consultant for review of Initial Study and permitting work. Designer working on structural plans for underpasses and coordinating with LA County on Del Amo parklet area.

  - Status as of May 22, 2025: Staff working with Community Development to issue Task Order for on-call environmental consultant.
  - Status as of June 18, 2025: No update
  - **Status as of July 24, 2025:** No update

- PW1534: ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE
  - Location: Santa Fe Ave and City-wide
  - Description: Construct bike lane on Santa Fe Ave; install curb ramps city-wide; install speed feedback signs city-wide; install crosswalks city-wide; install pedestrian push buttons and countdown heads city-wide
  - Budget: $3,491,000
  - Status: DESIGN
    - Status as of December 29, 2023: Working with Caltrans to program allocation request.
    - Status as of January 17, 2024: Resubmitted with additional Caltrans requirements.
    - Status as of February 7, 2024: No update
    - Status as of March 13, 2024: On CTC March Agenda for allocation.
    - Status as of April 18, 2024: CTC allocated funds for plan update. Program supplement agreement scheduled for May 21, 2024, City Council Meeting Agenda.
    - Status as of May 20, 2024: No update.
    - Status as of June 20, 2024: Received approved finance letter from Caltrans for PA&ED phase. City reviewing procurement options for this project to complete design.
    - Status as of July 25, 2024**:** No update
    - Status as of September 18, 2024: Design to be advertised to include curb ramp design, median nose cuts, and other Community-Wide Safety Improvements that were approved in this grant. Project will then be bid as one construction package, which will include already completed Santa Fe Bike Lane design.
    - Status as of October 28, 2024: No update.
    - Status as of December 19, 2024: No update
    - Status as of January 16, 2025: No update
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Drafting RFP
    - Status as of April 21, 2025: No update
    - Status as of May 22, 2025: No update
    - Status as of June 18, 2025: No update
    - **Status as of July 24, 2025:** No update

Park Improvements

- PW 1368: CARRIAGE CREST PARK REDEVELOPMENT
  - Location: Carriage Crest Park
  - Description: Improve site condition of existing park and develop newly acquired 10-acre parcel for new athletic ballfields (baseball & soccer) with a new dog park, installation of all-abilities playground, renovation to the existing building, construction of new picnic shelters, concession stand, restroom, and walking path.

- Status: DESIGN
  - Kick off meeting with the designer was conducted in early May to establish a project schedule and verify City's goals & objectives that shall be included in the design.
  - Funds were appropriated by City Council at the June 6, 2023, meeting for the discrepancy of the design cost due to the incorrect amount at the award of design on February 21, 2023, City Council meeting.
  - Designer (RJM) completed the land survey of the site.
  - It was discovered by Leighton Associates that further soil testing is needed, which is beyond the current scope of work. The extended scope will require a council agenda item to increase costs and amend the scope of work.
  - Staff are still waiting for the fully executed contract to be provided to RJM. The consultant is working in good faith so that the City will issue a purchase order along with the fully executed contract.
  - RJM is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
  - Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
  - Status as of November 27, 2023: Designer advised to move forward with the concept design to construction documents design phase. Review of first plan submittals is estimated for December.
  - Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers for them to address and include in next submittal (90% Submittal)
  - Status as of January 22, 2024: Designer discovered a 69" RCP Storm drain system within a 13-ft easement, owned/maintained by LA County Department of Public Works. City must apply to LACDPW which may allow the City to build on/over said drainage system. If not allowed, the approved layout will need to be reconfigured due to the anticipated restrictions by LACDPW.
  - Status as of March 20, 2024: RJM submitted 90% of construction plans. Staff reviewing designs in detail.
    - City staff is waiting for LA County's directions about the 69" RCP under a 13-ft easement that has proposed improvements on it.
    - City staff are waiting for KOA to provide updated traffic study.
    - City staff are waiting for a report from Leighton Consulting to identify soil removal due to contamination.
  - Status as of April 29, 2024:
    - The County provided comments for improvements within the easement. They have requested exhibits with details.
    - Traffic Study is complete and warrants a new signal for ingress & egress at the new parking lot towards the southeasterly section of the park.
    - Leighton has unofficially informed us that there is minimal soil that is considered contaminated. They are verifying the lab results to determine if removal is necessary based on the low detection results.

- Staff provided comments on 90% to the designer.

- Status as of May 23, 2024:
  - Submitted Exhibits per County's requirements. County added items to submit (beyond previous requirements). Designer preparing additional exhibits and scheduled to submit to County by end of May (delayed 3 weeks).
  - Completion of design is contingent on County's approval of proposed work over LA County's Storm Drain easement. LA County's review is a minimum of five (5) weeks from the latest submittal. Estimated response from County is early July.
  - The newly estimated design completion is early August.
- Status as of June 24, 2024
  - Received comments back from LA County regarding encroachment to easement. Designer to address the last set of comments and expect approval from LA County by early July.
  - Additional soil boring is required in the area where the park marquee sign will be placed. Consultant requesting additional compensation since this is beyond the scope of work.
  - Staff recently received PO for C-Below for exploration of existing petroleum utilities towards the easterly side of the property. Staff is coordinating work with the contractor to be completed by early July. Data will be shared with the consultant to verify any conflicts with proposed improvements.
  - Staff is working with the designer to complete plans by the third week of July for bid advertising.
- Status as of July 25, 2024
  - CEQA approved and project PS&E are ready to be advertised.
  - Invitation for Formal Bids is posted to solicit bids on July 25, 2024.
- Status as of August 26, 2024
  - A pre-bid meeting was conducted to clearly inform interested bidders of the accelerated schedule and high expectations for the project.
  - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
  - Bid opening is scheduled for September 4, 2024.
- Status as of September 23, 2024
  - Bids opened and construction project is recommended to be awarded on the 10/1/24 City Council Mtg.
  - If awarded construction is estimated to start early November to have approximately 9 months of construction
- Status as of October 30, 2024
  - Construction Contract was awarded to Urban Habitat for $23M. Staff immediately circulated the contract for execution.
  - A preconstruction meeting is tentatively set for November 6th in anticipation of issuance of the Purchase Order by end of October.

- Staff working closely with designers and building and safety for issuance of grading permits. A SWPPP to be provided by the contractor prior to issuance of the Grading Permit. The SWPPP is also required to obtain a WDID from the State website, also as part of the grading permit requirements.
- Staff is soliciting service from an Environmental Engineering firm to locate an abandoned oilwell. The scope will also involve a leak test and mitigation plans, if necessary.

- Status as of December 19, 2024
  - The city secured services from an environmental engineering firm to research the existing oil well and exploration of the well is underway.
  - Contracts were circulated and approved and a requisition for a purchase order was submitted.
  - The Building Official was adamant that the designer fill and/or sign “Forms A and B”. However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
  - The city’s labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
  - Pre-con meetings started
  - Demo permit received
  - Contractors mobilized and installed their storage containers
  - Fencing at site perimeter was installed
  - De-grubbing commenced
  - Removal of existing park equipment started
  - Site investigation of nursery began
  - Methane Investigations are underway
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Public Safety and Public Works were notified of graffiti on the wall of one of the buildings at Carriage Crest Park (CCP). The contractor will continue grading in the expansion area while the asphalt and concrete issues in that area are resolved. We are also working with the PRC prefab building vendor to incorporate the methane mitigation retrofit measure and obtain approval from Building and Safety. The switchgear lead time is approximately 12 months, and we are working with the contractor to identify alternative solutions to energize the park before project completion.
- Status as of April 21, 2025: Nursery/expansion work started last week and will continue through the end of April. Musco footings, monument sign, and retaining wall work are ongoing. Electrical trench and conduit installation began on April 14, 2025, and is in progress.

- Status as of May 22, 2025: Ongoing construction: over-excavation is in progress. We are encountering numerous pipelines and underground materials and facilities that were not shown in the as-builts.
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:** All materials in the nursery area, including asphalt, concrete , CMU walls, and trellis systems, have been removed. A transient pipe was found and removed. The abatement trenches have been backfilled. Over-excavation and grading are ongoing, including over-excavation for the walkway around the existing park building and along the north property line for the CMU retaining wall.

- PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE
  - Location: Northeast corner of Sepulveda and Figueroa St.
  - Description: Installation of Stormwater chambers to capture and divert stormwater to Los Angeles County Sanitation District. This water will be used to augment the reclaimed water for regional use. This type of stormwater project is the first of its kind in California.
  - Status as of December 21, 2023: CONSTRUCTION IN PROGRESS
    - Plans sent over to OHL to provide an estimate on field re-grading and sump pumps in the vaults.
    - OHL gathering materials and authorization to complete Punch List.
  - Remaining Punch List Items: funds are being added on the November 7th Staff Report.
  - OHL has the parts at the Yard and is getting ready to start.
  - Working on scheduling for restarting this project with OHL
  - Dave Piece doesn't have the budget for his staff to do inspections; he is reaching out to Tetra-tech for help with inspection and Project Management.
  - Working with OHL to sign Amendment No.1
  - Status as of April 24, 2024: Terminating contract with OHL for convenience and working with the Sanitation District to bring project to functional status.
  - Status as of May 20, 2024: No update
  - Status as of June 24, 2024: Going to council to accept the O&M agreement from the LA County Sanitation District.
  - Status as of July 25, 2024: No update
  - Status as of October 30, 2024: Los Angeles Sanitation district is working on Punch List items, anticipated completion Mid- December.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Los Angeles Sanitation District is completing the punch list items for commissioning.
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: Work is nearing completion. The LA County Sanitation District is expected to be completed by the first week in May.
  - Status as of May 22, 2025: On-going construction: Dugout chain-link installation has been completed on ball fields 1 and 2. Grading at the picnic area is ongoing. Trenches are open and ready for conduit installation.
  - Status as of June 18, 2025: Sanitation district is expected to be complete with Punch List items by June 30th.
  - **Status as of July 24, 2025:** LA County Sanitation District (LASD) is working on repairs due to water leak in the vault.

- PW 1610: FOISIA PARK DESIGN
  - Location: Foisia Park
  - Description: Improve site condition of the existing park with the construction of new stage area, new picnic area, shade structures and new outdoor exercise stations as well as renovations to the athletic ballfields, playground, restrooms, concession building, marquee sign and parking lot
  - Status: DESIGN
    - A kick-off meeting with designer was conducted in early May to establish project schedule and verify City's goals & objectives that shall be included in the design.
    - A job walk with staff and designer (ADL) was conducted on June 14, 2023. The job walk clarified and defined the project's objectives and goals. The Community Services Director and Superintendent were in attendance and provided clear information to the designer with components and features that should be considered for the improvements.
    - ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
  - Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
  - Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
  - Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers for them to address and include in next submittal (90% Submittal)
  - Status as of March 20, 2024: Concept plan modified to include artwork near the front of the park.
    - The designer is also proposing a concept for a front park marquee sign.
    - 90% of the plans are scheduled to be submitted March 20, 2024.
  - Status as of April 29, 2024: Staff reviewed 90% of submittals. Designer to provide Estimate & Specifications. Advertise for Construction Bid is estimated to be published in June 2024.
  - Status as of May 23, 2024:
    - The designer recently brought our attention to the replacement of electrical switchgear that has outlived its service life. The estimated lead time for the switchgear is 45 weeks from the time of order. The electrical service to the facility needs to be modified for the new switchgear and brought up to compliance with current SCE standards. A pod-mounted transformer shall be installed near the existing power pole (main power source)
    - The designer is wrapping up the design and preparing 100%PS&E for advertising tentatively scheduled June 6, 2024.
  - Status as of June 24, 2024
    - Pre-Bid conference will be held on June 18, 2024.
    - An addendum will be sent to address a few items that need further details.
    - Bid opening due July 3, 2024.
  - Status as of July 25, 2024

- Bids were opened on July 8, 2024
- Apparently lowest bidder was reviewed, and references were checked and was found to be a qualified contractor with a bid of $9.9M.
- On July 18, 2024, apparently the lowest bidder requested their bid be withdrawn. After further discussions with the contractor and a review of the public contract code with the City Attorney's office, the contractor is continuing to pursue the withdrawal of their bid. All details of the bids and withdrawal of bids have been forwarded to the Director of Public Works for direction.

- Status as of August 26, 2024
  - After a review of the bids, the lowest responsive responsible bidder was identified. Staff prepared an agenda item to award the construction contract to Environmental Construction Inc (ECI). A week later ECI submitted an official request to *withdraw bids*. The 2nd lowest bidder was further evaluated and was eventually concluded to be the "lowest responsive responsible" bidder. Staff to present Award of Contract to PUB Construction Inc for $12,757,062 at the September 17, 2024, City Council meeting.
- Status as of September 23, 2024
  - Project was awarded on the September 17th City Council Mtg to PUB Construction in the amount of $12,757,062. Contracts are routed for signature. Soon after the contract has been approved by the City Attorney, Mayor and City Clerk, it will be routed to Finance for issuance of Purchase Order.
  - Pre-construction meeting will be scheduled soon after PO is issued and followed by start of construction (Notice to Proceed)
- Status as of October 30, 2024
  - Construction Contract was awarded PUB Construction for $12M.
  - A preconstruction meeting is tentatively set for mid-November in anticipation of issuance of the Purchase Order by early November.
- Status as of December 19, 2024
  - Contracts were circulated and approved. The issuance of a purchase order is contingent upon the correction of account numbers, listed in the Public Works council agenda item.
  - Engineering staff were instructed to release the Notice to Proceed (NTP), ahead of the issuance of the Purchase Order.
  - The Building Official was adamant that the designer fill and/or sign "Forms A and B". However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
  - The city's labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025

        - Pre-con meetings started
        - Demo permit received
        - Contractor mobilized and installed their site trailer
        - Fencing at site perimeter and interior was installed
        - De-grubbing commenced
        - Removal of park equipment commenced
    - Status as of February 20, 2025:
        - Continued grading throughout the site
    - Status as of March 20, 2025: Grading continues throughout the site. Electrical underground work is ongoing along with irrigation trenching. Coordinating with the contractor to update electrical as-builts, as the existing as-builts do not match the current site conditions.
    - Status as of April 21, 2025: Musco lights and site lighting work is ongoing. Irrigation line work continues. Pressure tests are ongoing. Seat walls work is ongoing. Ball field # three (3) work is on-going.
    - Status as of May 22, 2025: No update
    - Status as of June 18, 2025: No update
    - **Status as of July 24, 2025:** Formwork at the entry plaza is complete and ready for rebar installation. Form and rebar work at Ballfields Two and Three are complete and ready for concrete. New switchgear and pull boxes have been installed in the stage area, which is now ready for final grading.

- <u>PW 1636: MILLS PARK DESIGN</u>
    - Location: Mills Park
    - Description: Improve site condition of the existing park with construction of new splash pad, outdoor restroom, and an outdoor full-court basketball area as well as renovations to picnic areas, installation of shade structures, marquee sign and parking lot
    - Status: AWARD CONTRACT
        - Six (6) proposals were received in April.
        - Staff reviewed and evaluated all proposals.
        - Negotiations and discussions with the potential design consultant will be finalized by the end of May.
        - Staff to award design contract tentatively scheduled for June 20th Council meeting.
        - The City Council approved the award of Design Services on June 20th CC mtg to David Volz Design (DVD). Contracts have been sent to DVD for execution.
        - Staff is waiting for fully executed contract along with issuance of purchase order to have the Kick-Off meeting with designer.
    - Status as of October 26, 2023: Purchase order issued; Design Kick-Off Meeting conducted on October 24, 2023.
    - Status as of November 27, 2023: Conducted a Kick-Off meeting with designer to discuss details and expectations for improvements at the park.
    - Status as of January 22, 2024: Concept plans were provided by designer. Staff had further comments on the proposed improvements to the building. Staff will be discussing the details with the designer prior to the start of construction plans.
    - Status as of March 20, 2024: Designer has provided a 4th version of the concept. This will be the concept they will use to start preparing for construction plans. There's a high

probability that additional scope and cost will be requested by the designer due to the scope of work being broadened.

- Status as of April 29, 2024: Designer started construction plans soon after approval of concept plans. 50% plan submittal is estimated to be received in early May.
- Status as of May 23, 2024: Designer provided 60% submittal. Staff is slightly delayed with its internal design review (two weeks)
- Status as of June 24, 2024
  - Design of building expansion is estimated to be completed by December 2024.
  - Completion of site improvements will be ahead of the building expansion.
  - Staff is working with the designer to phase out construction in two stages.
  - A separate scope will be provided to the architect for the expansion of the building.
- Status as of July 25, 2024
  - The concept design for façade improvements of the building were received and shared with Parks staff for review and comments.
  - Site plan improvements, 100% PS&E are in its final stage and scheduled to be advertised for bids (IFB) by early August.
- Status as of August 26, 2024
  - Mills Park Project has been divided into two separate projects. Building Renovation Improvements will be assigned a different project number from Site Improvements Project No. 1636.
  - Site improvement was advertised on August 8, 2024.
  - Prebid meeting was held on August 14, 2024.
  - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
  - Bid opening is scheduled for September 4, 2024.
  - Status as of September 23, 2024
    - Bids opened and construction project is recommended to be awarded on the 10/1/24 City Council Mtg.
    - If awarded construction is estimated to start early November to have approximately 6 months of construction
  - Status as of October 30, 2024
    - Construction Contract was awarded to MBC Enterprises for $3M. Staff immediately circulated the contract for execution.
    - A preconstruction meeting will be scheduled once the release of PO has been determined.
  - Status as of December 19, 2024
    - The Building Official was adamant that the designer fill and/or sign “Forms A and B”. However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue

Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
- The city's labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.

- Status as of January 16, 2025
  - Revised and finalized SWPPP and determined no LID required
  - Finalizing the grading permit requirements with designer and Bldg. & Safety
  - Purchase Order issued
  - Pre-construction tentative for the week of Jan 20th.
- Status as of February 20, 2025:
  - Pre-Construction meeting held on January 23,2025
  - Notice to Proceed issued effective February 17, 2025, and mobilization began February 18, 2025
  - Demolition is underway
- Status as of March 20, 2025:
  - Demolition to be completed by March 21,2025.
  - Survey for rough grading & rough grading be completed by end of March
  - Soils sample testing & underground utilities & trenching through March 4, 2025.
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025:**
  - Excavation for retaining walls, drainage infrastructure, and installation of underground electrical conduits and light pole foundations completed as well as grading for both the sidewalks/walkways and basketball court areas are completed.
  - Over 65% of the conc seating walls as well as basketball court walls are installed, drainage lines are completed as well as light poles and fixtures are installed.
  - Basketball court is graded and ready for conc pour.
  - Change orders for unexpected underground utility conflicts impacting electrical, drainage, and shade structure footings over picnic areas were processed and are 90% completed.
  - The basketball court is graded and prepared for concrete pour. Over10% of the walkway is prepared for concrete pour.

- <u>PROJECT NO. 1795: MILLS PARK BLDG RENOVATION</u>
  - Status as of Aug 26, 2024
    - Staff to generate a new project number for this CIP.
    - A few façade concepts were presented and discussed with Parks & Recreation. Along with the façade concepts, a few different floor plans were presented and reviewed.

        - After a few iterations of the interior floor plan and exterior facade, P&R provided approval on August 5, 2024. Designer is currently working on construction plans & specifications based on the approved concepts.
    - Status as of October 30, 2024
        - The consultant has provided 90% submittal. Staff will review for final revisions and package plans/specs for bidding.
    - Status as of December 19, 2024
        - The design consultant's previous submittal was not at 90% completion. There were several missing details. The designer is working on addressing these items as well as providing specifications to resubmit at actual 90% completion.
    - Status as of January 16, 2025
        - Progressing PS&E from 60% to 90%
        - Prepared and determined no LID required
        - Obtaining proposal for constructability review
        - Finalizing the permit requirements through designer and Bldg. & Safety
    - Status as of February 20, 2025:
        - 100% PS&E submitted by the design Consultant BOA
        - Finalize the constructability; review Task Order and, issued NTP for review
        - Constructability review currently underway
    - Status as of March 20, 2025:
        - Constructability review completed on March 6, 2025.
        - Constructability review forwarded to Design Engineer on March 6, 2025.
        - Design consultant anticipates resubmittal on March 31, 2025.
    - Status as of April 21, 2025: No update
    - Status as of May 22, 2025: No update
    - Status as of June 18, 2025: No update
    - **Status as of July 24, 2025:**
        - Project advertised on April 24, 2025. Bids were opened on May 22, 2025. The bids were recommended to be rejected by the Purchasing Manager and concurred by the City Attorney due to irregularities and non-responsiveness of bidders.
        - The project will be re-bid after the bids are formally rejected. The bids were rejected on the council meeting day of June 17, 2025.
        - Currently the project scope is being revised to include replacement of existing additional AC unit and electrical circuit boards, as well as addition of two electric vehicle charging stations with estimated submittal of end of August.

- <u>PROJECT NO. 1718: JAMES ANDERSON PARK</u>
    - Location: 19101 S. Wilmington Ave.
    - Description: Accessibility upgrades that include replacing the concrete slab in front of the existing building and new asphalt paving/markings at the accessibility parking stalls.
    - Status: CONTRACTOR PROCUREMENT
        - The city received five (5) bids on May 18, 2023; apparently low bidder came in at $1,688,094.25.
    - Status as of November 27, 2023: Staff is waiting for fully executed contract along with issuance of purchase order to have the Kick-Off meeting with designer.
    - Status as of January 22, 2024: Staff are waiting for the issuance of Purchase Order prior to start of construction.

- Status as of March 20, 2024: Purchase Order was issued, and staff immediately started coordinating start of construction with contractor. A start date was tentatively set for March 25th. But due to conflicting reservations at Anderson Park, Parks & Rec personnel ordered to halt construction until after the Jazz Festival (October).
- Status as of April 29, 2024: Pre-Construction meeting was held on April 3, 2024, followed with a jobsite meeting the week after.
    - Contractor placed fencing around the site week of April 29, 2024, to start mobilization of equipment and materials and be prepared for construction the following week.
- Status as of May 23, 2024:
    - Construction has started. The contractor began demolition of affected concrete walkways per plan. Estimates from the contractor have been requested for the additional scope requested by Parks & Recreation staff. Additional funds for construction may be necessary to accommodate the added scope as well as items not accounted for in the original design.
- Status as of June 24, 2024
    - Several design discrepancies are being addressed with the designer. Additionally, we are working with the city's Public Works maintenance crews to handle some of the demolition, instead of the contractor, to avoid issuing change orders and exhausting the contingency.
- Status as of July 25, 2024
    - Staff continue to work through several design discrepancies.
    - Approximately 300-ft of rails must be purchased because it was not part of the original scope for the contractor. Staff is soliciting quotes from various fabricators but are having difficulties finding interested vendors to provide a quote or fabricate the rails. Fabricators are expecting detailed drawings of the rails showing angles, turns, heights and depths. Staff is preparing detailed accurate cut-sheet drawings to get accurate quotes.
    - The City's Concrete crew has been helping with several portions of the concrete work to avoid additional change orders stemming from design deficiencies.
    - The City's Irrigation crew has been helping with several irrigation adjustments to avoid additional change orders stemming from design deficiencies.
    - The Contractor has poured most of the concrete work. There are three (3) remaining locations scheduled to be poured by mid-August. Minor grading and clean up to follow.
    - Staff's attempt to find resolution to a big design discrepancy of a five (5) foot grade difference is on-going. Discussions for more grading with current contractors are in motion, which may add to the cost due to additional work.
- Status as of August 26, 2024
    - The contractor has substantially completed contract items. The only remaining item is installation of handrails. The first set of handrails were delivered by the contractor on August 22, 2024, and adjustments are needed. Contractor is scheduled to come back early September for installation.
    - Another set of rails, which were not part of contractor's scope had to be ordered separately by City staff. Rail drawing details were provided to the fabricator with

instructions to accelerate production time. All rails (approx. 300-lf) are expected to be completed by mid-September. Soon thereafter, city crews will install and paint the railing.

- Status as of September 23, 2024
  - Contractors will complete installation of the rails the week of September 23, which is the last item to consider their work complete
  - City crews will be installing the last rail in the week of September 23 and will be painted before the weekend.
  - Fence around the perimeter of the park will be removed on September 27th.
- Status as of October 30, 2024
  - Contractor has completed all the construction.
  - The contractor's request for additional compensation for increased wages was declined by CAO. The contractor has started to file a claim.
  - Staff preparing project close-out.
- Status as of December 19, 2024 - Complete
  - Construction has been completed.
  - Final payment has been issued.
  - Staff is preparing Notice of Completion (NOC).
- Status as of January 16, 2025-Pending Notice of Completion
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- **Status as of July 24, 2025: No update**

** On-going and maintenance related efforts at the Parks are also included within other categories below depending on the project management and type of work.*

Building Improvements

- PW1632: COMMUNITY CENTER COILING WALL
  - Location: Carson Community Center – 801 Carson St.
  - Description: Removal and replacement of existing coiling wall at Community Center Hall A, B, and C. Renovations shall include, at a minimum upgrade to bring the facilities up to current standards and applicable California Building Code (CBC) standards. The project also includes upgrades to the existing lighting and sound system in Hall A, B, and C.
  - Budget: $1,700,000.00
  - Status as of December 21, 2023: CONTRACTOR PROCUREMENT
    - Bids Came in at $3,450,000, evaluating bids.
    - One option is to do a reduced scope to only include the walls.
    - Going to City Council on January 9, 2024.
  - Status as of February 15, 2024: In conversation with the architect to divide the project into two.
  - Status as of March 18, 2024: New task order being sent out to divide project into two.
  - Status as of April 24, 2024: No update
  - Status as of May 15, 2024: BOA has submitted a proposal for the work.

- Status as of June 24, 2024: BOA has submitted plans to Building and Safety for review, BOA has received comments back from Building and Safety and is addressing.
- Status as of July 25, 2024**:** No update
- Status as of October 30, 2024: Caltec is addressing submittal comments and issued a request for Substitution, plan to be completed with Project June 2, 2025.
- Status as of December 19, 2024: Caltech is beginning to demo on December 23,2024.
- Status as of January 16, 2025: Caltech is working through abatement and scheduling issues.
- Status as of February 20, 2025: Abatement has been completed. Contractor is currently scheduled to be done by the end of July, with the most up-to-date approved schedule.
- Status as of March 20, 2025**:** No update
- Status as of April 21, 2025: Project is currently on schedule, coiling wall has been removed. Currently working on steel structure and framing.
- Status as of May 22, 2025: Project is currently running on schedule; scheduled completion date is mid-July.
- Status as of June 18, 2025: Project on schedule to be completed by mid-July.
- **Status as of July 24, 2025:** Project is substantially complete.

- <u>PW1693: ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (SCE CHARGE READY PROGRAM)</u>
  - Location: 10 City Parks and Corporate Yard
  - Description: Install 126 EV Chargers in City Parks and at the Corporate Yard
  - Budget: City staff labor to Project Manage, but no capital fund costs to City
  - Current Phase: DESIGN / PLAN CHECK
  - Status as of June 22, 2023: Staff is reviewing easement documents and exhibits.
  - Status as of July 19, 2023: No Update
  - Status as of August 17, 2023: No Update
  - Status as of September 21, 2023: Plans have been approved by Building and Safety for Veterans Park, Dominguez Park, Carriage Crest Park, and Carson Park.
  - Status as of November 20, 2023: Staff has reviewed all easement documents, conveyance letters and plans received to date.
  - Status as of January 3, 2024: No update
  - Status as of January 22, 2024: No update
  - Status as of February 15, 2024: No Update
  - Status as of March 19, 2024: No Update. Staff reviewed all plans and easement documents to date.
  - Status as of April 24, 2024: Staff participated in the pre-construction meeting for Veterans Park on April 23, 2024. Veterans Park construction is expected to begin on April 29, 2024, or May 6, 2024.
  - Status as of May 20, 2024: No update
  - Status as of August 26, 2024**:** No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: Compliant MCH-2 forms have been submitted to Building and Safety. The remaining MCH forms will be submitted after the project is closed out.

- Status as of May 22, 2025: No update
- Status as of June 18, 2025**:** No update
- **Status as of July 24, 2025:** No update

Electric Vehicle Charging Infrastructure Location	Construction Start Date	Anticipated Construction Completion Date
Veterans Park	Plan Review	TBD
Dominguez Park	Plan Review	TBD
Anderson Park	Submitted to Plan Check	TBD
Corporate Yard 1	Plan Review	TBD
Corporate Yard 2	In Design	TBD
Carriage Crest Park	Plan Review	TBD
Carson Park	Plan Review	TBD
Dolphin Park	Plan Review	TBD
Stevens Park	Plan Review	TBD
Hemmingway Park	Plan Review	TBD
Hemmingway Aquatic Center	Plan Review	TBD

- PW1720: ELEVATORS AT CITY HALL AND COMMUNITY CENTER
  - Location: City-Hall and Community Center
  - Description: Refurbish and Modernize Elevators at the Community Center and City Hall due to end-of-service life and maintainability. Elevators will be out of service during the active repair work for a duration of less than three months.
  - Status: CONSTRUCTION IN PROGRESS
    - Contracts for construction are being routed for signatures.
    - Working with vendors to meet the insurance requirements.
    - Status as of October 26, 2023: Plans were approved by Building and Safety on 7/28/23. Staff is preparing bid documents and is planning to advertise project by November 2023.
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - **Status as of July 24, 2025:** No update

- PW 1726/1727: COMMUNITY CENTER COURTYARD & EAST PARKING LOT
  - Location: Community Event Center
  - Description: Construction of Courtyard, outdoor amphitheater stage, wedding venues and installation of shade structures.
  - Status: DESIGN

- Kick off meeting with the designer was conducted in early May to establish a project schedule and verify the City's goals & objectives that shall be included in the design.
- A job walk with staff and designer (ADL) was conducted on June 6, 2023. The job walk clarified and defined the project's objectives and goals. Community Services Superintendent and Supervisor were very informative to the designer with components and features that should be considered for the improvements.
- ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
- Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
- Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers to address and include in next submittal (90% Submittal)
- Status as of March 20, 2024: 90% of the Plans were submitted and currently in review by Engineering, Maintenance, Building and Safety and Planning.
- Status as of April 29, 2024:
  - Staff returned 90% back to designer. The plans were missing information and staff deemed it to be at 60% level rather than 90% completion.
  - The designer is expected to resubmit it in early May.
  - Project is estimated to advertise for bidding around mid-June.
- Status as of May 20, 2024: No update
- Status as of July 25, 2024: Bids are due to open on July 30, 2024.
- Status as of August 26, 2024
  - Bids opened on July 30, 2024, and the apparent lowest bidder withdrew bids a week later bid opening. The second lowest bidder (PCN3) was deemed responsive and responsible bidder with an amount of $9,989,558.
  - The award of construction contract is scheduled for September 17, 2024, the City Council Meeting.

- Status as of September 23, 2024
  - Project was awarded on the September 17th City Council Mtg to PCN3 Construction in the amount of $9,989,558. Contracts are routed for signature. Soon after the contract has been approved by City Atty, Mayor and City Clerk, it'll be routed to finance for issuance of Purchase Order.
  - Pre-construction mtg will be scheduled soon after PO is issued and followed by start of construction (Notice to Proceed)
- Status as of October 30, 2024
  - The Pre-construction mtg was conducted and contractor was issued a NTP effective Oct 28, 2024.
  - Contractor started to place fence around the perimeter of the work zone and have moved in the work trailer at the southerly end of the community center.
  - Project team have been reviewing various submittals provided by the contractor.

        - Application for WDID has been submitted to the State's website waiting for issuance.
    - Status as of December 19, 2024
        - The Building Official was adamant that the designer fill and/or sign "Forms A and B". However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
        - The city's labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
    - Status as of January 16, 2025
        - Demolishing and hauling away construction waste
        - Finalizing the bypass system for the existing irrigation network
        - Over-excavation and rough grading-small and large courtyards
        - Rough grading and surveyor verifying rough grading- small and large courtyards
        - Marking and digging trench for UG utilities- small and large courtyards
        - Laying fabric & placing ¾" gravel- East Parking lot
        - Forming and pouring zero curb- East Parking lot
        - Installing new conduit for electrical wiring to the existing light pole- East Parking lot
    - Status as of February 20, 2025:
        - East Parking Lot installation of fabric and 3/8" aggregate as well as forming and pouring of the light pole footing, and forming rebar and pouring concrete for bollard poles, and installing pavers
        - Large courtyard venue and stage excavation for underground storm pipe installation, surveying to stake the walls.
        - Small Courtyard Venue excavation for underground storm pipe installation underway.
    - Status as of March 20, 2025:
        - East Parking Lot pavers are installed, and compaction is underway. Asphalt patching & striping to be completed by end of March
        - Small courtyard storm drains piping installation & underground electrical conduits to be completed by end of March and start of wall footing in first week of April
        - Large courtyard and venue storm drains piping installation & retaining wall footings to be completed by end of March, underground electrical conduits and shade poles footing to get underway in April.
    - Status as of April 21, 2025: No update
    - Status as of May 22, 2025: No update
    - Status as of June 18, 2025: No update
    - **Status as of July 24, 2025:**
        - Installation of underground electrical conduits, placement of the transformer and electrical cabinets, and concrete pours for sections of the walkways, ADA-compliant and circular ramps are completed.

- The seat wall in the smaller courtyard has been formed and poured, and the CMU wall enclosing the small courtyard is 75% complete.
- Additionally, drilling for sail footings at the Daycare Center is completed, poured and post for shade structures installed.
- Change orders issued and completed due to unforeseen underground utility conflicts, extension of retaining walls not included in the original scope and realignment of a portion of the existing 24" storm drain system due to interference with the infiltration/detention chambers as well as water main interference with the chamber re-route was completed.
- Chambers installed, backfilled and tested for compaction.
- Concrete for the stage area is poured as well as half of the seating area to the left of stage and walkway leading to the stage is poured.
- Shade sails foundation and posts are installed.
- Irrigation lines within the planters are being installed as well as the fencing posts behind the stage installation currently underway.

- PROJECT: UNDERGROUND STORAGE TANK PROJECT
  - Location: City Hall
  - Description: Repairing the underground fuel storage tank due to the secondary pipe being cracked. The backup generator remains operational, and the main fuel pipe remains in good working condition.
  - Status: CONSTRUCTION IN PROGRESS
    - New fuel has been installed in the fuel tank, the fuel pump on the day tank needs to be repaired before Cummings can finalize the repairs.
  - Status as of April 24, 2024: No update. The estimated construction start date is June 2024.
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Construction is substantially complete. Building and Safety inspected project on January 16, 2025. Contractor to finalize punch list items by end of January 2025. Staff will present contract Amendment No. 1 to City Council in February 2025 which includes a request for additional funding for work that was not part of the original bid documents.
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - **Status as of July 24, 2025:** No update

- PW1786: CITY HALL RESTROOM AND KITCHENETTE UPGRADES
  - Status as of May 20,2024: Material palette for all restrooms and City Council break room was selected on 5/14/2024. Estimated accelerated project schedule is as follows:
    - 100% Construction Drawings June 2024
    - Submit to Building and Safety for Plan Check June 2024
    - Advertise July 2024

- Award Construction Contract August 2024
- Execute Contract and Issue Purchase Order August 2024
- Preconstruction and Material Order August 2024
- Relocate Staff August 2024
- Start Construction (2nd Floor and Council Area) September 2024

  - Status as of June 20,2024: Plans were submitted to Building and Safety on June 12,2024. Restroom floor plans for the North, East, and South wing need to be revised to accommodate door clearance requirements.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Staff will present Staff Report with File ID #2024-0708 on September 17, 2024, City Council Meeting to award a construction contract to Caltec Corporation. The estimated construction start date is October 2024.
  - Status as of October 30,2024: Contractor started construction on 10/30/2024. The estimated completion date is March 2025.
  - Status as of December 19, 2024**:** No update
  - Status as of January 16, 2025**:** Ongoing construction in second floor lobby restrooms with estimated completion of March 2025. The estimated construction start date on first floor North and East wing restrooms is end of March 2025. Staff is preparing contract Amendment No. 1 to request additional funding for unforeseen conditions. Unforeseen conditions include mold remediation, asbestos abatement and air quality inspections, design modifications, improvements to existing electrical, plumbing, and framing.
  - Status as of February 20, 2025: Second floor lobby restrooms estimated to be complete at end of February 2025. Construction to begin at the first floor of the North and East wing restrooms in the first week of March 2025.
  - Status as of March 20, 2025: Project is currently on hold until staff is given clarification on which proposed design revisions will be approved by city management. Changing the completed toilet partitions in the second-floor lobby restrooms will include a 6-to-8-week lead time on material only, does not include installation. Re-designing the council single-person restroom, break room, and first-floor restrooms will cause further delays to the project. Staff cannot provide an updated schedule for proposed design revisions until the re-design is complete, and the new finished material is selected.
  - Status as of April 21, 2025: Staff have been directed to redesign the toilet compartments of the second-floor lobby restrooms. Additionally, all first-floor restrooms, council single restroom, and council break room of City Hall will be going through a redesign phase per City of Carson Mayor and city management.
  - Status as of May 22, 2025: Preliminary redesign of first floor North and East wing restrooms has been completed. Preliminary redesign of the Council single restroom and break room to be completed on May 23, 2025.
  - Status as of June 18, 2025: No update.
  - **Status as of July 24, 2025:** Construction plans for redesign were completed on July 18, 2025. Staff anticipate re-starting construction in August 2025.

- <u>PW1787: CITY HALL 2ND FLOOR CARPET UPGRADES</u>
- Status as of May 20,2024: Staff is proposing to advertise project in August,2024. Construction will start after Project No. 1786; second floor scope of work has been completed.
  - Status as of June 20,2024: No update
  - Status as of July 25, 2024**:** No update

- Status as of August 26, 2024: Staff will present Staff Report with File ID #2024-0746 at September 17, 2024, City Council Meeting to award a construction contract to Rod-West Floor Covering LLC. The estimated construction start date is October 2024.
- Status as of October 30,2024: Contractor to start resurfacing the concrete bands in November 2024 and the carpet replacement in December 2024.
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: Ongoing construction. Carpet installation at the first-floor lobby to be completed after the concrete band has been resurfaced. Selection of color and finish of concrete band is pending. The estimated project completion date is February 2025.
- Status as of February 20, 2025: Remaining carpet and punch list items to be completed in March 2025.
- Status as of March 20, 2025: Staff is working on punch list items with contractor. Carpet adjacent to display case will be complete by end of March 2025.
- Status as of April 21, 2025: Contractor has completed the installation of carpet and base throughout the second floor, first-floor lobby, and the southwest stair exit corridor of City Hall. The contractor has resurfaced the concrete band throughout the first floor of City Hall. Staff are working with the contractor to address final punch list items. On April 9, 2025, staff were verbally directed to continue the carpet installation in the Council Chambers. Estimated lead time and delivery for carpet is between six - eight (6-8) weeks after shop drawing approval. Staff have directed the contractor to move forward with shop drawings and procurement of the carpet material for the Council Chambers. The estimated carpet install date in Council Chambers is June 2025.
- Status as of May 22, 2025: Additional carpet for the Council Chambers is expected to be delivered and installed in August 2025.
- Status as of June 18, 2025: No update.
- **Status as of July 24, 2025:** Carpet fabrication to be completed on July 25, 2025. Contractor to receive material week of July 28, 2025, and start installation after the first City Council meeting in August. Carpet installation to be completed in August 2025.

OPERATIONS AND MAINTENANCE DIVISION

The Operations and Maintenance (O&M) Division is the second half of Public Works' Operations at the Corporate Yard. This Division is responsible for maintaining infrastructure within the public right-of-way (ROW) to ensure public safety. Additionally, the O&M Division is responsible for environmental and hazardous waste clean-up, signage, pavement markings, striping, streets – asphalt & concrete, sidewalk sweeping, materials abatement, and construction. O&M also works with solid waste management including demolition and waste diversion, used oil collection, solid and organic waste, and streetlight maintenance/signal light malfunctions, electronic & beverage container recycling management. The assets of the Division include warehouse inventory, fleet vehicles, and heavy equipment. O&M also provides landscaping by tree trimming, ROW maintenance, median maintenance, and parkway trees. These services enable the safe use of public spaces, enhance the cleanliness of the city, and provide greenery to increase the beautification of the public ROW.

PROJECT: CONCRETE SIDEWALK GRINDING

This is an ongoing maintenance operation throughout the year for safe pedestrian travel.

- Location: Citywide
- Description: The project involves grinding sidewalks and pathways identified as requiring grinding due to uplifting or posing a hazard to pedestrians.

- In-house staff will be grinding sidewalk lifts per maintenance zones 1-7 as needed to eliminate sidewalk hazards immediately.

PROJECT: ANNUAL CITYWIDE PAVEMENT MAINTENANCE

- Status Update as of July 18, 2024
  - IFB has been re-advertised and opened bids to achieve efficiencies, as this type of paving simultaneously in all districts was the first of its kind.
- Status as of August 12, 2024: All American Asphalt was the lowest, responsible bidder in all districts 1,2,3 and 4.
- Status as of October 1, 2024
  - Four paving phases have been completed.
- Status as of October 15, 2024
  - Award of contract (consideration) Goes to City Council to All American Asphalt anticipated for 11/6/24 City Council Meeting.
- Status as of December 19, 2024
  - Consideration of Award of Contract to All American Asphalt going to City Council on January 7, 2025. Phase five anticipated to start Mid-February 2025, weather permitting.
- Status as of January 16, 2025
  - Award of contract (consideration) pending City Council approval.
  - Phase five (5) anticipated to start March/April 2025, contingent upon contract award by City Council.
- Status as of February 20, 2025:
  - Contract awarded to All American Asphalt; Phase Five anticipated to start mid to late April.
- Status as of March 20, 2025: Citywide paving is scheduled to start mid to late April.
- Status as of April 21, 2025: Phase Five is still on schedule to begin work mid to late April.
- Status as of May 22, 2025: Phase Five is currently underway. The streets for Phases Six (6) and Seven (7) have been shared with the contractor.
  Status as of June 18, 2025: Currently working on Phases 6 and 7 of the Annual Citywide Paving Maintenance Project.
  Status as of July 24, 2025: Phases 6 and 7 are complete. Stripping is being completed, along with finishing touches to the roadway.

- PROJECT: ANNUAL CITYWIDE CONCRETE MAINTENANCE
  - Status as of May 20, 2024: Contractor assigned a list of (backlog) priority locations to complete throughout the city.
  - Status as of June 20, 2024: Contractor is working through the backlog priority locations.
  - Status as of July 25, 2024: Preparing list of backlog locations in Districts Three (3) and Four (4) for contractor to be assigned on August 1, 2024.
  - Status as of August 26, 2024: Contractor completed previous list of locations on July 30, 2024. A new list of locations for CJ Concrete is being compiled to be sent on August 29, 2024; work is anticipated to start within two weeks from that date.
  - Status update as of Oct 10, 2024: List of locations completed in districts 1,2,3 and 4.
  - A list of new locations in districts 1, 2, 3 and 4 of (backlog) service request/work orders will be assigned to CJ Concrete anticipated for Mid-November 2024.
  - Status as of December 19, 2024: Backlog locations in Districts One (1) and Three (3) have been completed. Contractor to be assigned to Districts Two (2) and Four (4) in January 2025. A new list of locations in all four Council Districts will be provided to the contractor per the contract budget up to June 2025. The contractor will use a two-to-three-week

rotation for the seven maintenance zones. Service requests for any sidewalk hazards will be addressed immediately.
  - Status as of January 16, 2025: Contractor completed the backlog locations in Districts 2 and 4. A new list of locations in all four of the districts will be provided to CJ Concrete per contract budget up to June 2025.
  - Status as of February 20, 2025: CJ Concrete completed the list of locations provided to them in Districts 1 and 2 during this period.
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - **Status as of July 24, 2025:** No update

- ENVIRONMENTAL SERVICES-ONGOING
  - Perform weekly patrol to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal for bulky items.
  - Monitoring construction & demolition projects for residents & businesses
  - Monitoring of median maintenance contractor citywide; provide maintenance directions as needed.
  - Monitoring of abatement contractor and assign weed, debris, graffiti, and trash abatement citywide.
  - Monitoring of street sweeping contractor.
  - Perform Inspections & enforcement for SB 1383 – Organic Recycling, Edible Food Recovery, Food Recovery Organizations and Food Recovery Services
  - Interface with LA County Hazardous Waste Team to identify Haz. Mat. Items in the Right of Way
  - Process Construction & Demolition documents through interaction with business owners and residents.
  - Status as of April 21, 2025: E-waste & Paper Shredding event taking place on May 3, 2025.
  - Status as of May 22, 2025: Inspections for SB1383 are completed. Sanitation officers are following up. Monitor sidewalk sweeping. On-going
  - Status as of June 18, 2025: Daily surveying of districts 1-4, identifying illegally dumped items, bulky items, and illegal bins. Continuing to perform inspections and enforcement for SB 1383- organic recycling, edible food recovery, food recovery organizations, and food recovery services. Prepare/ Update/ Closeout 311 request/ work orders for sanitation areas. Assist PW answering phone lines and routing calls and requests. On-going
  - **Status as of July 24, 2025:** Perform inspections and enforcement for SB 1383- Organic waste and recycling, edible food recovery, food recovery organizations and food recovery services. Interface with LA County Hazardous Waste Team to identify Hazardous Materials items in the right-of-way. E-mail Waste Resources daily sanitation requests.

- MAINTENANCE: CONCRETE & ASPHALT
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventive maintenance to ensure safe and cost-effective operations
  - Status as of April 24, 2024:
    - Aggregate base and pavement maintenance are being performed on Lomita Boulevard.
    - In preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of May 20, 2024

- Pavement maintenance being performed on Lomita Boulevard
- Preparation of the upcoming scheduled slurry seal projects, in June, the team is doing asphalt patching and crack sealing in the designated locations.

- Status as of July 25, 2024
  - The team has completed the slurry sealing projects along with asphalt patching and crack sealing in designated locations. Special concrete projects have been undertaken by our team at Anderson and Carson Parks.
- Status as of Sept. 30, 2024
  - Pavement maintenance is being performed on Lomita Boulevard, ongoing maintenance and monitoring until CIP project takes place in 2025.
  - Preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations. Update: All slurry seal preparation tasks were completed mid–July 2024.
  - Our team continues to work on special concrete projects still in progress at Anderson Park – assignments completed October 10, 2024.
- Status as of December 19, 2024
  - The contractor will use a two-to-three-week rotation for the seven maintenance zones. Service requests to address large potholes, deteriorated surface areas and/or sinkholes due to sub-grade/base failures will be addressed immediately.
  - Temporary asphalt ramping will be used to eliminate sidewalk deviations for safe pedestrian travel until permanent concrete repairs can take place.
- Status as of January 16, 2025
  - Ongoing asphalt & concrete pavement maintenance and repair tasks by maintenance zones 1-7 on a 2 to 3 weeks rotation per maintenance zone. Also, immediate repair by service requests to eliminate known large potholes that pose hazards, deteriorated surface areas and/or sinkholes due to sub-grade/base failure or from undergrade structure failures.
  - Temporary asphalt ramping to eliminate sidewalk deviations immediately for safe pedestrian travel until permanent concrete repairs can to place.
  - Vegetation and debris abatement/illegal dumping removal citywide.
- Status as of February 20, 2025:
  - On-going maintenance, repair/replacement of asphalt pavement sections maintenance zones 1-7
  - Sidewalk inspection per maintenance zones 1-7 grinding, ramping for safe pedestrian travel and/or replacement
  - On-going temporary repairs on Lomita Blvd. until CIP project takes place
  - Respond and address service requests city-wide for pavement, sidewalks/curb & gutter, illegal dumping and overgrown vegetation by priority.
- Status as of March 20, 2025:
  - Asphalt crew is currently working paving Del Amo eastbound from Main Street to Kay Calas bridge.
  - Concrete is finishing up concrete maintenance on Broadacres.
- Status as of April 21, 2025: Northbound Figueroa between Del Amo Blvd and I405 concrete, curb and gutter project scheduled for completion on April 24, 2025. Del Amo Blvd from Main Street to Kay Calas Bridge concrete project is scheduled for completion on April 23, 2025.
- Status as of May 22, 2025: Continued sidewalk maintenance from service request and work orders and service request. On-going
- Status as of June 18, 2025: Currently removing and replacing sidewalks around Caroldale Elementary and 224th St now that school is out. Poured concrete at Calas Park in preparation for resurfacing pickle ball court. On-going

Status as of July 24, 2025: City crew continue to address sidewalk and pothole repairs, with city crews working in districts on a rotating basis every two weeks.

- MAINTENANCE: SIGNING & STRIPING AND GRAFFITI ABATEMENT
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventative maintenance to ensure safe and cost-effective operations.
  - Status as of October 2024:
    - Traffic sign asset management underway (over 5,000 traffic signs) on the main arterial streets throughout the city. Replacements, upgrades per CA-MUTCD and repairs.
  - Status as of May 20, 2024:
    - Curb painting maintenance citywide.
    - Fabricate and install new traffic signs per approved engineered traffic plans at various locations.
    - ONGOING-Sign Shop-Fabricate traffic signs per California-Manual on Uniform Traffic Control Devices (CA-MUTCD) to replace deteriorated or obsolete signs that have surpassed their life expectancy and no longer have the proper reflectivity per MUTCD standards.
    - Prepare for annual (in-house) citywide restriping to start by Mid-Nov. to early Dec. 2024 weather permitting.
  - Status as of July 25, 2024
    - Layout and re-striping of newly slurry sealed streets city-wide.
  - Status as of August 26, 2024
    - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
    - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing signage.
  - Status as of December 19, 2024
    - Layout and re-striping of newly slurry sealed streets city-wide.
    - Ongoing:
      - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
      - Fabricate and install new traffic signs per work orders from the Engineering Division and public service requests.
  - Status as January 16, 2025:
    - Curb painting maintenance citywide.
    - Fabricate and install new traffic signs per approved engineered traffic plans at various locations.
      - **ONGOING**-Sign Shop-Fabricate traffic signs per California-Manual on Uniform Traffic Control Devices (CA-MUTCD) to replace deteriorated or obsolete signs that have surpassed their life expectancy and no longer have the proper reflectivity per MUTCD standards.
      - Annual (in-house) citywide restriping will start after winter months winter months.
  - Status as of January 16, 2025:
    - Layout and re-striping of newly slurry sealed streets city-wide, weather permitting.
      - **ONGOING**

- Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).

- Status as of February 20, 2025: Ongoing
  - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing
  - Graffiti Abatement citywide
  - Restore/maintenance pavement markings per maintenance zones 1-7
- Status as of March 20, 2025:
  - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing
  - Graffiti Abatement citywide
  - Restore/maintenance pavement markings per maintenance zones 1-7.
- Status as of April 21, 2025: Ongoing
- Status as of May 22, 2025: Phase five of street maintenance has started. Layout and re-stripping of newly sealed streets will continue. On-going
  Status as of June 18, 2025: Continue to remove citywide graffiti. Red curb installation/ refresh around City Hall. Refresh/ paint yellow school zones. On-going
  Status as of July 24, 2025: Continued efforts are underway to remove graffiti citywide, refresh curbs, repaint as needed, and re-fresh school yellow zone markings.

TREE MAINTENANCE: TRIMMING CITYWIDE

- The city contract for tree maintenance is scheduled to expire in the Fall of 2024. Staff are gathering information to create an RFP.
- In-house tree crew working on (backlog) work order/service requests in all maintenance zones (1 – 7).
- In-house tree crew maintain newly planted trees according to tree watering route.
- West Coast Arborist (city contractor) is currently working on the maintenance tree route.
- Status as of late July 2024: Special tree planting projects started at Carson Park
- Status as of August 26, 2024: Special tree planting was completed as scheduled.
- Status as of December 19, 2024: West Coast Arborist (city contractor) is currently working on the maintenance tree routes.
- Status as of February 20, 2025:
  - Tree pruning by city contractors in tree maintenance zones
  - In-house tree crew performing maintenance per maintenance zones 1-7
  - City crew planting new trees in locations where trees have been removed or need to be replaced
  - Respond and address tree service requests city-wide
- Status as of March 20, 2025:
  - Tree pruning by city contractors in tree maintenance zones
  - In-house tree crew performing maintenance per maintenance zones 1-7
  - City crew planting new trees in locations where trees have been removed or have died
  - Respond and address tree service requests city-wide
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: As trees are being removed, the crew is also planting replacement trees. The tree crew follows a weekly schedule to water newly planted trees, ensuring their successful establishment and healthy growth. On-going
- Status as of June 18, 2025: Partnering with West Coast Arborist (WCA) to pick up and plant trees on Figueroa Street. Water trees citywide. Staff will be using the water trailer and the water tanker.

Status as of July 24, 2025: Chinese Pistache trees planted on Eddington Dr. Planting of 19 Crepe Myrtle and Pink trumpet trees are pending approval on 224th St. Progress continues with daily trimmings throughout districts.

FLEET AND FACILITIES MAINTENANCE DIVISION

The Fleet & Facilities Maintenance Division is the second half of Public Works' operations at the Corporate Yard. It is responsible for the maintenance and repair of the municipal and park facilities in addition to the City's fleet vehicles and heavy equipment. These services enhance the cleanliness of the city, enable the safe use of public spaces, and provide greenery to increase the beautification of the city.

- PW1640: PARK PLAYGROUND RUBBERIZED SURFACE REPLACEMENT
  - Location: All Parks that have rubberized play surfaces. Dolphin Park excluded.
  - Description: Replace the damaged and worn-out rubberized play surface at all parks
  - Status: ON HOLD
    - City staff have used all available materials and are preparing a Purchase Order for additional materials to continue repair work.
  - Status as of July 25, 2024: ON GOING
  - Status as of August 26, 2024: ON GOING
  - Status as of April 21, 2025: City staff continue to patch deteriorated areas at playgrounds city wide.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: City staff continue to patch deteriorated areas at playgrounds city wide.
  - **Status as of July 24, 2025:** Replaced all the damaged and worn-out rubberized play surfaces at all parks except at Dolphin Park.

- PW1712: PARK HVAC SYSTEMS
  - Location: All Parks
  - Description: Assess and replace over 50 HVAC units that are past their useful and serviceable life at all 12 park facilities. Design and install brand new HVAC at Veterans Park and Gym.
  - Status: Anderson Park, Dolphin Park Office, Foisia Park Office have been completed.
  - Current Phase**: PROJECT ONGOING**
  - Status as of February 21, 2024: No update
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: New package units have been procured.
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: 3 New Package Units installed at Hemingway Park.
  - Status as of April 21, 2025: Ongoing
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: Additional AC Units procured for Stevenson Park Gym and Dominguez Park – Aquatics Center.
  - **Status as of July 24, 2025:** Continuing to assess, replace and modernize over 50 HVAC units at all 12 park facilities.
  - Designing and planning installation of brand-new HVAC system at Veterans Park and Gym.

- PW1416: CALAS & FOISIA PARK RE-ROOFING
  - Location: Calas & Foisia Park
  - Description: Repair the roof at both snack bar and main office due to leaking roof.
  - Current Phase: Construction at Calas Park is Complete; Pre-procurement for Foisia Park
  - Status as of October 26, 2023: PROJECT COMPLETE
  - PREPARING FORMAL PROJECT CLOSEOUT
  - Status as of February 21, 2024: PROJECT CLOSEOUT
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024**:** No update
  - Status as of January 16, 2025: Preparing scopes and specs for IFB in preparation for re-roof at Foisia Park.
  - Status as of February 20, 2025: Ongoing
  - Status as of March 20, 2025:
    - Finalizing scope of work and preparation for IFB
  - Status as of April 21, 2025: Scope of work has been completed preparing for IFB.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - **Status as of July 24, 2025:** Repaired the roof at Calas Park snack bar and in the office due to the leaking roof.
    - Preparing to repair the roof on Foisia Park snack bar and park office.

- PROJECT 1630: ELECTRICAL PANEL UPGRADE
  - Location: Anderson Park
  - Description: Install new electrical panel and switch gear
  - Status as of September 21, 2023: Staff soliciting proposals.
  - Status as of February 21, 2024: Three proposals received.
  - Status as of March 18, 2024: Going to City Council Meeting on May 7, 2024, to award contract.
  - Status as of April 24, 2024: City Attorney's Office is drafting contract.
  - Status as of May 20, 2024: Currently being advertised in four trade journals per City Attorney's direction.
  - Status as of June 20, 2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: In procurement
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: Electrical switchgear and fabrication at Anderson Park
  - Status as of April 21, 2025: Currently constructing a custom-made switch gear panel approximately six (6) months out to completion.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: Currently being fabricated
  - **Status as of July 24, 2025:** Currently being fabricated

- SAFETY NETTING INSTALLATION
  - Location: City Hall
  - Description: Install safety Netting to prevent injury from obsolete/damage ceiling tiles. Approximately 20K Sq. Ft.
  - Status as of February 8, 2025: 16K Sq. Ft. Completed
  - Status as of February 20, 2025: Ongoing

- Status as of March 20, 2025: Ongoing – 80% Complete
- Status as of April 21, 2025: Ongoing – 90% Complete
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: 95% complete
- **Status as of July 24, 2025:** 100% complete

- COMMUNITY CENTER REYKEY
  - Community Center:
  - Description: Remove and install new locksets, cores and keyways in all doors throughout the Community Center.
  - Status as of February 20, 2025: Ongoing
  - Status as of March 20, 2025: 50% Complete – Additional materials in procurement
  - Status as of April 21, 2025: Ongoing
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: Pending supplies
  - **Status as of July 24, 2025:** 100% complete

- REBRANDING OF CITY VEHICLES
  - Location: City-wide
  - Description: Rebrand entire fleet of vehicles with new City of Carson city seal.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: In Progress
  - **Status as of July 24, 2025:** 100% complete

- VETS PARK GYM FLOORING
  - Location: Veterans Park
  - Description: Replace gym floors and bleachers at Veterans Park.
  - Current Phase: Finalizing scope of work.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: In preparation of RFP
  - **Status as of July 24, 2025**: IFB Bid Opening was July 3, 2025. Lowest Bid was from Geary Floors, Inc. for $140,000

- CITY HALL BACK-UP GENERATOR
  - Location: City Hall
  - Description: Making necessary repairs to the back-up generator at City Hall.
  - Status as of May 22, 2025: No update
    Status as of June 18, 2025: Repairs are currently in procurement
  - **Status as of July 24, 2025:** Currently, making necessary repairs to the back-up generator at City Hall.

- MODERNIZATION OF CITY VEHICLES TO ELECTRICAL VEHICLES
  - Location: Citywide
  - Description: To improve air quality, reduce noise pollution, and lower greenhouse gas emissions.
  - **Status as of July 24, 2025:** IFB Bid Opening was March 27, 2025, to purchase three (3) new Chevy Colorado LT Trucks. Lowest Bid was from TMAG Hemet F, LLC for $112,035.36
    - IFB Bid Opening was 6/5/25 to purchase eight (8) new 2025 Chevy LT FWD Mid-Size SUV Trucks. Lowest Bid was from Winner Chevrolet for $246,459.20

- PROFESSIONAL DEEP CLEANING OF CARPETS AND FLOORS
  - Location: Citywide
  - Description: To safely remove dirt, spots, and odors from carpets and scrub and polish floors in the Scope of Service areas.
  - **Status as of July 24, 2025:** Completed City Hall, Public Works Office Building, Parks & Recreation Building

- ON-CALL COMMERCIAL/INDUSTRIAL ELECTRICAL SERVICES
  - Location: Citywide
  - Description: Seeking On-Call commercial and industrial electrical services.
  - Current Phase: RFP Bid Opening complete
  - **Status as of July 24, 2025:** IFB Bid Opening was June 26, 2025.Eight (8) licensed electrical companies submitted bids

- ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES
  - Location: Citywide
  - Description: Seeking On-Call HVAC maintenance and repair services.
  - Current Phase: RFP Bid Opening complete
  - **Status as of July 24, 2025:** RFP Bid Opening was June 26, 2025. Four (4) licensed HVAC maintenance and repair companies submitted bids.

- ON-CALL PLUMBING SERVICES
  - Location: Citywide
  - Description: Seeking On-Call plumbing services.
  - Current Phase: RFP Bid Opening complete
  - **Status as of July 24, 2025:** RFP Bid Opening was 6/26/25. 4 licensed plumbing companies submitted bids

- THIRD QUARTER – CY WAREHOUSE INVENTORY
  - Location: Corporate Yard Warehouse
  - Description: To ensure efficient operations, fiscal responsibility and accountability and to support strategic workforce planning.
  - Current Phase: Complete
  - **Status as of July 24, 2025:** Quarter 3 – Inventory is Complete

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY
Capital Project Updates

July 2025

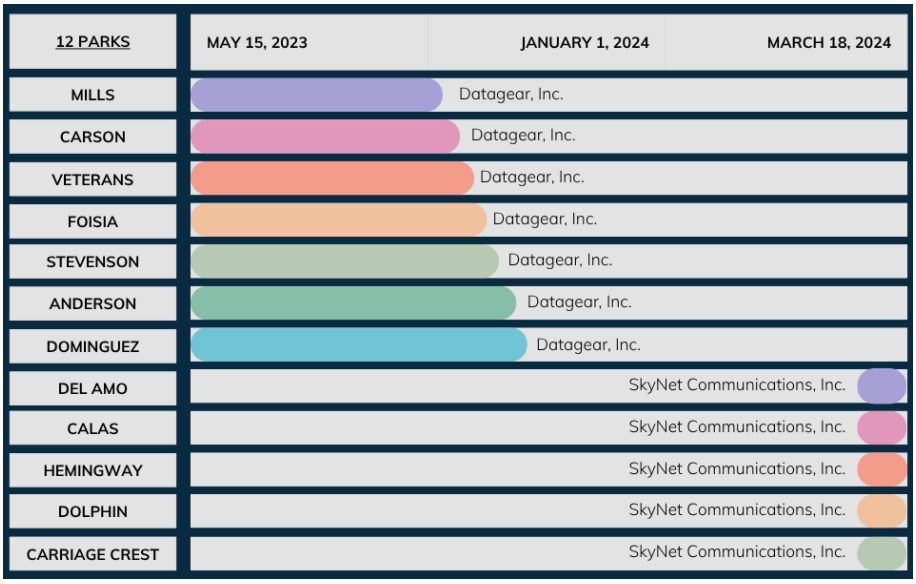
1. WIFI IN PARKS:

Description: WiFi Internet access at all City facilities to increase public safety, education, programs, and events.

Contract	1st Vendor: Datagear, Inc. 2nd Vendor: SkyNet Communications, Inc.
Term	3-year maintenance
Budget	$420,272 ($350,000 [ARPA] + 70,272)
Current Spend	$286,373.60 (68.14%)
Timeline	May 15, 2023 – March 18, 2024
Status	COMPLETED
Additional Information	• Datagear completed seven (7) parks (Mills, Carson, Veterans, Foisia, Stevenson, Anderson & Dominguez). Notice of termination issued to Datagear, on December 4, 2023. • Replacement vendor, SkyNet Communications completed the remaining five (5) parks in 5 days.

Park Completion Summary:

All 12 parks completed (100%)



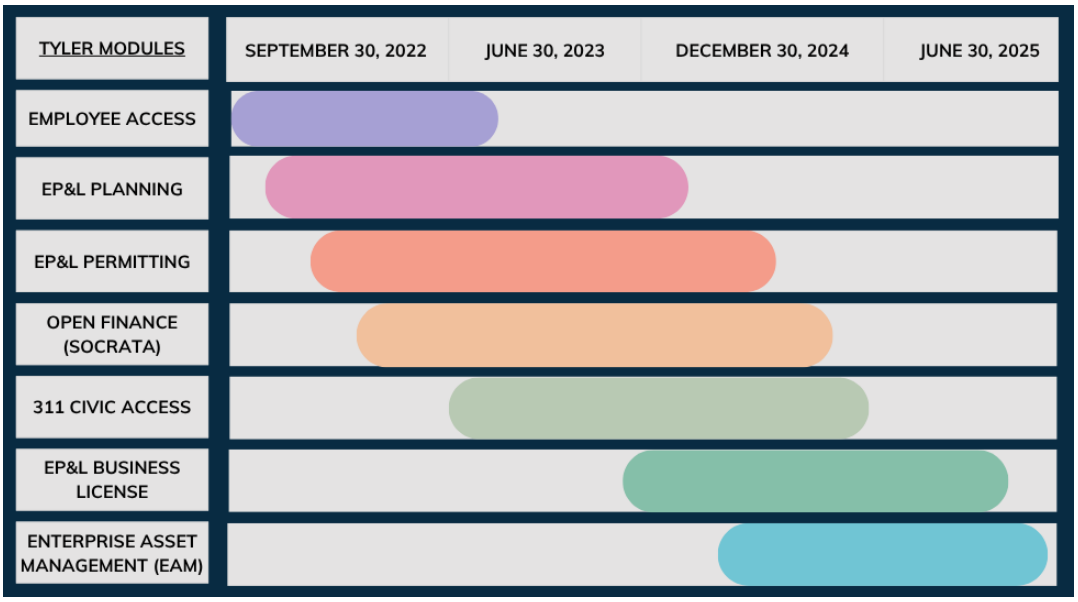
2. TYLER UPGRADE / ENERGOV IMPLEMENTATION:

Description: Upgrade Tyler Munis to latest version, enable Cloud access, and add inventory module. Implement new planning, permitting, licensing, asset management, and citizen request software platform Energov.

Contract	Tyler Munis/Integrated Technology Partners
Term	6 years
Budget	1.3M **[ARPA]**
Current Spend	$921,965 incurred to date
Timeline	September 30, 2022 - June 30, 2025
Status	COMPLETED • Employee Access Module - Complete • EP&L Planning Module - Complete • EP&L Permitting Module - Complete • Open Finance (Socrata) Module - Complete • 311 Civic Access Module - Complete • EP&L Business License Module - Complete • Enterprise Asset Management (EAM) Module – Complete

Tyler Modules Completion Summary:

7 modules completed (100%)

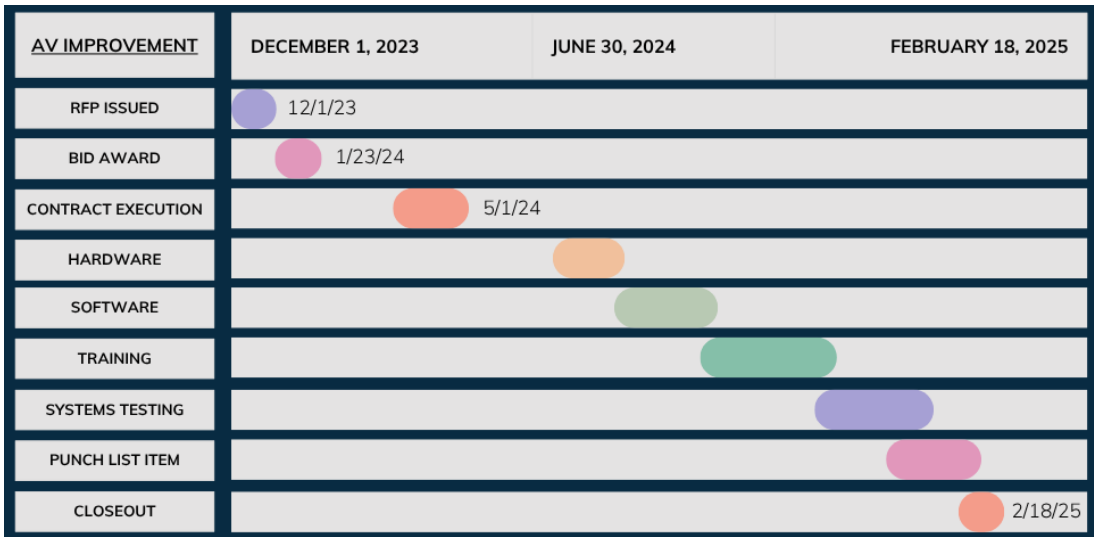


3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.

Contract	Western AV
Term	5 years
Budget	550,000.00
Current Spend	$542,544.57
Timeline	December 1, 2023 - December 31, 2025
Status	COMPLETED
Additional Information	• RFP issued 12/1/23. • Notice of Intent to Award 1/23/24. • Contract Executed 5/1/24. • Audiovisual Hardware Installation Complete. • Agenda Management/AV Control Software Implementation Complete. • Agenda Management/AV Control Software Staff Training Complete. • Systems Testing and Punch List Item Complete. • Project Completed 2/18/25.

Audio/Video Improvement Completion Summary:

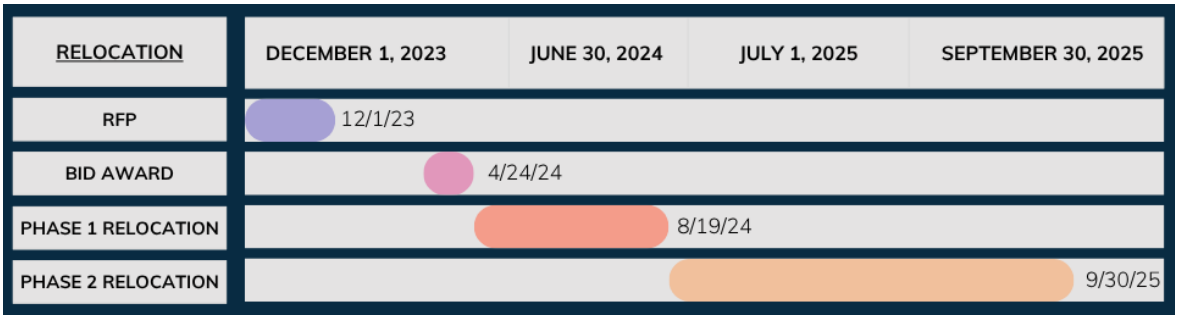


4. NETWORK SERVICES RELOCATION:

Description: Ensure rapid recovery, accessibility, and increased security for all business-critical application services by relocating to a more equipped offsite location.

Contract	TBD
Term	5 years
Budget	TBD
Current Spend	$0
Timeline	December 1, 2023 - September 30, 2025
Status	ON SCHEDULE • Planning for Phase 2 Relocation
Additional Information	• RFP issued 12/1/23. • Sole bid rejected 1/23/24. • Data Center Colocation award to vendor 4/2/24. • Contract Executed. • Phase 1 Relocation completed 8/19/24. • Phase 2 Relocation scheduled for 9/30/25.

Network Services Relocation Summary:

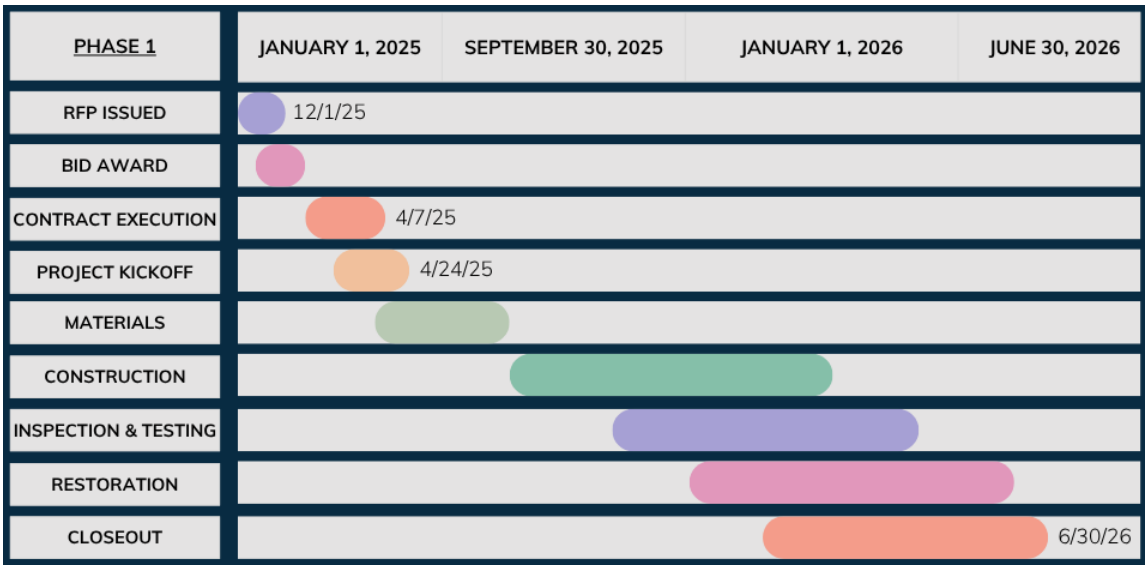


5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

Description: Launching Carson's first high-speed fiber optic network—bringing faster, more reliable connectivity to parks across Districts 1, 2, 3, and 4.

Contract	HP Communications
Term	5 years
Budget	$27,000,000.00
Current Spend	$0
Timeline	January 1, 2025 – June 30, 2026
Status	ON SCHEDULE • Pre-Construction. • Materials have been ordered.

Citywide Municipal Fiber Optic Network Phase 1 Summary:



Public Safety/Emergency Services Projects

Project Name	**Comprehensive Camera Coverage: City Facilities and Parks**
Service Provider	Johnson Controls
Summary	The Public Safety department is spearheading an initiative to implement video surveillance camera systems across all City and Park facilities. This proactive measure aims to discourage criminal activities and capture video evidence of any unlawful incidents. The objective is to enhance safety by reducing criminal incidents, creating a secure environment for both residents and park users.
Update	Phase 3 of our citywide security enhancement project is nearing completion, and we're excited to share progress on our ongoing efforts to improve safety across City of Carson facilities and recreational spaces. We've already successfully implemented video surveillance and access control systems at multiple parks, and the current phase focuses on expanding these efforts. This includes the installation of additional pole-mounted cameras to extend surveillance coverage and integrate these new upgrades with the city's existing security infrastructure. We are also working closely with the Parks team to identify and confirm ideal camera placements at parks undergoing construction and updates. This collaboration ensures that new security measures are thoughtfully aligned with planned improvements and park layouts. Our team continues to evaluate system performance and incorporate advanced monitoring technologies to strengthen overall safety. These enhancements are part of our broader commitment to creating a secure environment for all Carson residents, visitors, and employees.

Project Name	**Citywide Fire Alarm Repairs and Enhancements**
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	City staff is actively working to enhance fire systems across all municipal facilities to align with the highest safety standards.

Project Name	**Public Safety/Emergency Services Community Initiatives**
Service Provider	Public Safety/Emergency Services Department
Summary	Public Safety and Emergency Services Community Initiatives encompass a range of proactive efforts aimed at fostering safer and more resilient community. These initiatives typically involve engagement with the public, educational programs, and collaborative events. They focus on building positive relationships between law enforcement, emergency services personnel, and the community, ultimately enhancing preparedness and trust. Examples include public education on safety measures, community outreach events, and meetings to empower local leaders. Such

	initiatives are pivotal in strengthening the overall safety and well-being of a community.
Update	The team is now fully settled into our new offices and will continue operations from City Hall. We're excited to welcome Kaitlin Sanchez as our new Public Safety Manager and look forward to the advancements she will bring to our operations. Fariba Moghadam has officially transitioned into the Public Safety Department, where she will be supporting the Public Safety Engagement Officers with housing and homelessness coordination efforts. We've partnered with the Carson Sheriff's Station for this year's Community Night Out, taking place on Wednesday, August 6th, from 5–8 PM. As in previous years, the March Against Crime will also be held; more details to come. Lastly, our Parking Control positions currently has two vacant positions, which we plan to fill in the coming months. External Interviews will be happening in the next two weeks. Emergency Services and Public Safety have been actively engaging with the community in various initiatives. Recent initiatives have included public education on safety measures, community outreach events, and empowering local leaders through informational meetings. These efforts aim to equip residents with the knowledge and resources they need to stay safe, prepare for emergencies, and contribute to a more connected and secure community. If you're interested in bringing a training to your area, please reach out to publicsafetydepartment@carsonca.gov.

Project Name	**Enhancing Traffic Safety: Analysis of Accident Reduction and LPR Camera Deployment**
Service Provider	Motorola Solutions
Summary	The consultant will supply the city with the most up-to-date version of the L-Series Rapidly Deployable Solar Powered Camera. This camera system, known as an Automatic License Plate Recognition (LPR) camera, will assist the City, in collaboration with the Los Angeles County Sheriff's Department, in capturing essential investigative information and enhancing the safety of its residents. These cameras will be strategically positioned in specific locations throughout the city, including public rights of way and entrances to city facilities. The LPR system will collect comprehensive vehicle data, including make, model, color, and speed, both during daytime and nighttime conditions. The City's Public Safety department is working in partnership with LASD and Public Works to decrease traffic accidents within the city. Staff members have created data maps, and the Traffic Engineering Division will assess these maps to identify any recurring patterns and make infrastructure adjustments as necessary.

Update	ALPR trailers have been deployed to the following locations: Location #1: S/B Central Ave/ University Dr Location #2: N/B Santa Fe Ave/ Madison Location #3: S/B Wilmington Ave Location #4: N/B Avalon Blvd/ Front of El Fresco shopping There is a dedicated effort to ensure the safety of children during school drop-off and pick-up times. This is achieved by providing daily school parking enforcement at schools throughout Carson. Two officers are assigned each day to offer both education and enforcement at the schools.

Project Name	**Upgrading Radio Systems Project**
Service Provider	Mission Critical Information Systems
Summary	In 2021, the City Council granted approval for the 'Radio Upgrade Project,' which allocated funds for the procurement of radios, radio equipment, batteries, and chargers necessary for transitioning the City from its UHF radio system to the Los Angeles Regional Interoperability Communication System (LA-RICS). Subsequently, the City Council sanctioned a contract with Mission Critical Information Systems to oversee the installation and programming, thus marking the successful completion of Phase 2 of the project. In September 2022, the City of Carson formalized a Hold Harmless Agreement with LA-RICS, granting the city the privilege of utilizing the platform.
Update	We're pleased to share that all radio installations have been successfully completed across multiple departments, significantly enhancing communication capabilities citywide. The distribution of Motorola APX4500 mobile radios is complete, supporting improved coordination and reliability throughout city operations. Radios continue to undergo flashing and maintenance as needed to ensure peak performance. The final phase of the project involves completing mobile radio installations for the new Public Works fleet, following the successful rollout for the Public Safety fleet.

Project Name	**Basement/Emergency Operations Center (EOC) Upgrade Project**
Service Provider	Westberg + White, GM Interiors, Johnson Controls
Summary	The project is currently in its planning phase. Initially, the project scope only covered the upgrade of the Emergency Operations Center (EOC). However, during the planning phase, it became evident that the Public Safety, Information Technology, and Emergency Services sectors could also derive substantial benefits from the upgrade. As a result, the revised scope of work encompasses upgrades for all four areas.

Update	We recently celebrated the grand opening of our newly renovated basement with staff and residents. Public Safety and IT have officially moved into their new spaces and are excited about the opportunities ahead in this upgraded environment.

Project Name	**Organizational Resilience: Internal Emergency Management Training**
Service Provider	Westward Disaster
Summary	The city is responsible for the operation and management of its Emergency Operations Center (EOC), with the aim of enhancing preparedness, response, and recovery capabilities for emergencies and large-scale events. The consultant will furnish subject matter experts and instructors to aid in the creation and execution of a tailored EOC training program for city department staff.
Update	With the completion of our new Emergency Operations Center (EOC), we're excited to finish our final training in this fully functional space. Our EOC Awareness Course, held on April 18th, received positive feedback and was a great success, bringing our city and leadership one step closer to being prepared for future emergencies. Next, Westward and the City of Carson will begin planning the upcoming EOC role-specific training.

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager CMO Risk Management

Subject: CONSIDER AWARD AND APPROVAL OF CONTRACT SERVICES AGREEMENT FOR WORKERS COMPENSATION THIRD PARTY CLAIMS ADMINISTRATION SERVICES TO ADMINSURE, INC. FOR A FIVE-YEAR TERM FROM AUGUST 15, 2025 TO AUGUST 15, 2030 (CITY COUNCIL)

I. SUMMARY

The City has been self-insured for its Workers Compensation Program since July 1, 1981. The City maintains a contract with a third party claims administrator (TPA) to administer the self-insured workers compensation program. AdminSure, Inc. (Adminsure) has provided TPA services to the City since 2015. The current contract's initial 3-year term and 2 optional one-year extensions (which have been exercised) will expire on August 15, 2025. In anticipation of that contract coming to an end, an RFP was issued soliciting proposals from qualified firms. One proposal was received in response to the RFP, from the incumbent, Adminsure. Staff evaluated the proposal and is recommending award to and approval of a new five-year contract with Adminsure for TPA services.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE the proposed Contract Services Agreement with Adminsure, Inc. to provide Workers Compensation Third Party Claims Administration (TPA) services to the City for a total contract sum of $598,871 over a five-year term (Exhibit No. 1; "Agreement"); and
2. AUTHORIZE the Mayor to execute the Agreement after approval as to form by City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The administration of a self-insured workers compensation program requires a TPA that is competent and performance oriented. Workers compensation claims must be handled in accordance with state law, have cost containment procedures including medical and litigation controls, a Medical Provider Network, audit controls and prompt communication with City employees, staff and service vendors. These areas are extremely important in providing timely benefits and curtailing costs. Workers' compensation law is very technical and not easily understood. Consequently, our TPA must communicate with our employees in plain language that is easily understood. Adminsure has provided TPA services for the City over the last 8 years, and has performed well.

A Request for Proposals ("RFP") was issued on March 20, 2025. Only one firm, the incumbent, Adminsure, responded. The proposal was evaluated and was found to meet the requirements outlined in the RFP. The proposal includes a monthly claims administration fixed fee (commencing at $9,400 per month for the first year and subsequently increasing at 3% annually) which is in-line with the expiring contract, a Medical Provider Network (MPN), and ancillary services including: medical bill review, nurse case management, subrogation services, etc.

Staff is therefore recommending approval of the proposed new 5-year contract with Adminsure.

V. FISCAL IMPACT

Funds for the TPA services are included in the FY 2025-2026 budget in account 101-50-660-173-6004.

Funds for claims adjustment expenses are included in the self-insured reserves budgets in FY 2025-26 and will thereafter be included in each of the next 4 respective fiscal years.

VI. EXHIBITS

1. Contract Services Agreement

Attachments

(Adminsure Inc.) New Contract - DRAFT (2012021.9).pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ADMINSURE, INC.

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into effective the 15th day of August, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and ADMINSURE, 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 scope of work from Consultant's proposal 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 **Five Hundred Ninety-Eight Thousand Eight Hundred Seventy-One Dollars and Zero Cents ($598,871.00)** (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:

Alithia Vargas-Flores	President
(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 Roobik Galoosian, Risk 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 (Coverage Form ISO CGL CG 00 01 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, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 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, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. 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 DATE 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, 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 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 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 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 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.

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 dates set forth below, with express intent that this Agreement shall take effect on the date first-above written.

CITY:

CITY OF CARSON, a California municipal corporation

_____
Lula Davis-Holmes, Mayor

Date: _____, 2025

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj, mav]

CONSULTANT:

ADMINSURE, INC., a California corporation

By: Alithia Vargas-Flores
Name: Alithia Vargas-Flores
Title: President
Date: July 9, 2025

By: Ashley Sells
Name: Ashley Sells
Title: Corporate Secretary
Date: July 9, 2025

Address: 3380 Shelby Street
Ontario, CA 91764

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. 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 as a third party administrator ("TPA") for administration of City self-insured workers' compensation claims:

A. Client and Internal Training

1. Provide City with ongoing training, presentations, written communication, and materials/handouts about changing field of Workers' Compensation due to new information, case law, proposed changes, newly enacted Statutes and California Code of Regulations, etc.

2. Provide assistance with developing manuals, policies, and procedures relating to City's Workers' Compensation Program.

3. Provide internal training to Consultant's staff to ensure compliance with Workers' Compensation Laws of California and Workers' Compensation industry's best practices.

B. Quality Control Measures

1. Perform internal audits to ensure compliance with applicable standards and industry best practices, as well as identify and prevent any potential deficiencies in the quality of service provided.

2. Maintain constant communication with all interested parties to ensure quality of service.

3. Forsee, anticipate, and/or identify the issue/matter that may be imminent.

4. Plan/create a strategy – then take action to remedy the issue/matter.

5. Set timelines and timeframes for resolution – track and document results.

6. Follow up to confirm the issue/matter is remedied.

7. Set protocols to minimize and/or eliminate the possibility of the issue/matter reoccurring.

8. Document a clear description(s) of the issue/matter and action(s) that were taken; document the time elapsed between the identification and completed corrective action(s).

C. Investigation, Subrosa, and Fraud Management

1. Upon receipt of an injured worker's claim that caused the City or Consultant to question the validity of the claim, immediately contact the City to discuss red flags, the claim in whole, and desired outcome.

D. Claims Management Services

1. Upon receipt of an Employer's Report of Occupational Injury or Illness (Form 5020) and/or Workers' Compensation Claim Form (DWC 1), open/prepare a claim file and contact City to request that appropriate forms from both injured worker and City be provided to Consultant when notification of an injury/illness or incident by any source is first received by Consultant.

2. Provide injured worker with DWC 1 Form.

3. Should Consultant receive a request for a DWC 1 Form, advise the sender (if the sender is a non-litigated injured worker) to notify City. Immediately contact City so documentation of provision of DWC 1 Form is maintained at City's premises.

4. Make immediate 3-point contact with City, injured worker, treating medical facility (physician).

5. Should a party be non-responsive, there will be evidence of at least 3 documented attempts to contact via phone, email, or in writing.

6. Provide injured worker with an application called *AdminSureAssist* to help injured worker return to health and work. Once a claim is opened, this feature is activated, and injured workers will be guided through their Workers' Compensation claim and be able to securely communicate with their assigned claims adjuster.

7. On non-litigated claims, telephone contact will be established with the injured worker upon receipt of notice of a claim and will continue not less than twice a month until the injured worker returns to work.

8. Provide injured workers with ongoing information, guidance, and assistance at every stage of the claims process.

9. Within 14 calendar days of receipt of a claim form (DWC 1), proper notice will be sent to the injured worker notifying of the decision with reference to their claim (acceptance, delay, or denial) and their rights.

10. If a decision is made to delay a claim file (benefits), an AOE/COE (arose out of employment, in the course of employment) investigation will be initiated, with prior City approval.

11. Determine which medical facility and/or physician will be best to examine and/or provide medical treatment to the injured worker.

12. Mail transportation reimbursements and all reimbursements to injured workers within 15 days of request. Mail advance travel expense payments to injured workers at least 10 workdays prior to anticipated date of travel.

13. Obtain Index Claim Searches (ISO) on all lost time claims and claims wherein any disability benefit is due.

14. With City approval, immediately assign (refer) a claim to City-approved investigator.

15. Contact City to discuss all denied and contested (delayed) claims before any notice is sent or communication is made with the injured worker.

16. Contact City to discuss questionable claims that should be or may be accepted.

17. Maintain active diary of all open claim files for review of current work status, medical status, review of reserves, investigation/litigation/subrogation status, and plan of action towards claim resolution/settlement, and closure.

18. Within 14 calendar days of initial claim set-up, document initial plan of action.

19. Review lost time claims at least every 14 days, medical-only claims at least every 30-45 days, and Awarded Future Medical claims not less than twice a year for Compromise and Release (C&R) settlement potential and/or administrative closure.

20. Utilize a "No Activity" report every month to identify any files that have fallen off diary.

21. Review future medical claim reserves at least every 180 days.

22. Contact physicians' offices upon notice on all new indemnity claims.

23. Immediately contact City where an injured worker's restrictions are permanent to determine availability of alternative, modified, or regular work. Follow up with City if do not receive a response within 2 weeks.

24. Collaborate with City to comply with laws preventing disability discrimination and assist City to ensure City is meeting obligations under State and Federal Disability Laws.

25. Utilize City's choice of Nurse Case Manager (NCM) provider for claims that require/may benefit from NCM services.

E. Return-to-Work (RTW) Program Management

1. Collaborate with City to ensure efforts in preventing injuries and returning injured workers back to work are streamlined.

2. Follow up with physicians to obtain return-to-work and/or work restriction(s) status.

F. Litigation Management

1. Obtain City approval prior to any request for legal service and/or referral to City's choice of attorney.

2. Claims adjuster will retain primary responsibility of claim file and provide City with advance notice of depositions, hearings, trials, and related matters.

3. Present all settlement proposals to City to allow sufficient time to Council/Board authority, if applicable.

G. Subrogation Management

1. Within 10 workdays of recognition of subrogation potential, place at-fault party on notice that Consultant will pursue maximum recovery of all benefits and payments made on claim file.

2. Attempt to settle by means of Third Party C&R.

3. Monitor whether there is a need to file Lien or Compliant in Intervention to preserve/protect Statute of Limitations. Obtain City approval prior to filing.

H. Issuing Checks and Benefit Payments (Including Settlements)

1. Process and mail initial indemnity benefit payments and/or notices to injured workers within 14 days of first day of compensable disability.

2. Issue payments for undisputed Awards, computation, or C&R agreements within 10 workdays or sooner if necessary to ensure payment is made within 20 calendar days of WCAB's approval date.

3. Reimburse City no later than 30 days from even cause penalty assessment and provide any Penalty Reports every month.

4. Review medical bills for reduction in accordance with California Official Medical Fee Schedule (OMFS) and Inpatient Hospital Fee Schedule (IHFS), Preferred Provider Organization (PPO) discounts.

I. Claim Reconciliation

1. Reconcile each claim file to ensure all payments have been appropriately made, when a payment is made, at the time of settlement, and at the time of closure.

J. Financial Management and Positive Pay Services

1. Process payments/checks for all approved expenses and statutory benefits by way of City's Workers' Compensation Trust (Bank) Account.

2. Administer/manage Positive Pay Services.

3. Initiate request for additional funds to be posted to City's account when low balance threshold amount is reached. City has sole discretion in determining what "low balance" amount is.

4. Prepare and issue checks directly to payees.

K. Risk Management Information System (RMIS) and Reports

1. City shall have 24/7/365 on-line, real-time (read only) access to all claims information and report writing capabilities and systems training.

2. Operate RMIS as a 100% web-based claims administration system.

L. Section 111 of Medicare, Medicaid, SCHIP Extension Act (MMSEA) of 2007

1. Submit required reports to Centers for Medicare & Medicaid Services (CMS).

2. Serve as City's Account Manager and designated Reporting Agent.

M. Miscellaneous Services

1. Cost Containment Programs

   (a) Utilize City's choice of vendor to contain pharmacy costs.

   (b) Maintain Reference Medical Provider Networks (MPNs).

2. Loss Control Services

   (a) Participate in safety training and other loss prevention efforts.

3. Utilization Review Services

   (a) Refer a claim for utilization review when a decision to approve a Request for Authorization (RFA) or medical treatment or service request cannot be made at claims adjusting level.

   (b) Clerical staff reviews the request, logs it into the database, and provides it to physician/non-physician for review.

(c) Promptly communication treatment plans and statuses to City, injured workers, and all interested parties.

4. Bill Review Services

(a) Comprehensively review medical bills, reduce every medical bill per OMFS, IHFS, PPO discounts

(b) Provide Explanation of Benefits (EOB) with every bill.

(c) Utilize bill review software with RMIS to perform cost management functions and monitoring capabilities.

5. Client Profile

(a) Maintain City's Client Profile to customize Workers Compensation Program specifically tailored to City's requirements and expectations.

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

A. See Sections 1.1 - 1.2 of this Agreement and Section I of this Exhibit "A."

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

A. Provide quarterly file reviews.

B. Provide monthly Penalty Reports, if applicable.

C. Provide monthly litigation status reports for each litigated file.

D. Provide status reports of subrogation claims and printouts of all payments made to date.

E. Provide transactions reports detailing checks, voided checks, vouchers, and related matters on a basis determined solely by City.

F. Provide bill review reports on a basis determined solely by City.

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. Alithia Vargas-Flores, President

B. Claudia Joaquin, Workers' Compensation Senior Claims Adjuster

C. Kristen Vanscourt, Workers' Compensation Claims Supervisor/Manager

Any substitutions of the foregoing personnel utilized to accomplish the Services shall be subject to City approval.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(added text is indicated in ***bold italics***, deleted text in ~~strikethrough font~~)

I. Section 2.2, "Method of Compensation," of the Agreement is hereby amended to read as follows:

"2.2 Method of Compensation.

The method of compensation ***shall be as*** ~~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."

II. Section 3.4 ("Term") of the Agreement is hereby amended 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")."

III. Section 9.8, "Further Provisions," is hereby added to the end of Article 9, "Miscellaneous Provisions," of the Agreement to read as follows:

"9.8 Further Provisions.

(a) Experience and Self-Insurance Certificate. Consultant shall have a minimum of five (5) years' experience administering claims as a claims administrator and hold a Self-Insurance Certificate or become certified within one year of inception of the contract.

(b) Penalties. All penalties incurred because of failure of the Consultant to comply with statutory laws and/or administrative regulations shall be the sole responsibility of the Consultant.

(c) Defense and Subrogation Counsel. The City may choose to select defense and subrogation counsel with input from the Consultant.

(d) Service Providers. The City reserves the right to approve, disapprove or select any and all service providers including medical case managers, bill review companies, rehabilitation counselors, primary medical treatment in-patient and out-patient facilities, physicians, specialists, chiropractors, legal services, investigators, etc.

(e) Subcontracting. Consultant will identify to City any service(s) Consultant intends to sub-contract to others and identify to City the proposed sub-contractors including names, phone numbers and qualifications of the sub-contractor's company. All such services are subject to the requirements of Section 4.5.

(f) Claims Audit. The City and/or excess insurer reserve the right to conduct an annual independent Claims Audit paid for by the City and/or excess insurer.

(g) Claims Files. All claims files remain the property of the City and will not be disposed of without the City's prior authorization.

(h) Case Nurse Management. The City will elect its preferred nurse case manager after recommendation from Consultant."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

A. Claims Administration Monthly Fixed Fees. The Services shall be performed for a fixed monthly fee as follows (reflecting 3% annual increases), excluding any additional charges that may apply at the claim level as provided in subsections (B) – (C) of this Section I, below):

1. For the first year, August 15, 2025 through August 14, 2026, of this Agreement, $9,400 per month of Services rendered.

2. For the second year, August 15, 2026 though August 14, 2027, of this Agreement, $9,682 per month of Services rendered.

3. For the third year, August 15, 2027 through August 14, 2028, of this Agreement, $9,972.46 per month of Services rendered.

4. For the fourth year, August 15, 2028 through August 14, 2029, of this Agreement, $10,271.63 per month of Services rendered.

5. For the fifth year, August 15, 2029 through August 14, 2030, of this Agreement, $10,579.78 per month of Services rendered.

B. Medical Bill Review Fixed Fees. Medical bill review includes review of Official Medical Fee Schedules (OMFS), In-Patient Hospital Fee Schedules (IHFS), and Out-Patient reviews.

1. Medical bill review fees are at the rate of $10.75 per bill reviewed/reported and when applicable, plus 75 cents for E-Bill/OCR or $9 per bill for partial bill review services.

2. Preferred Provider Organization (PPO) fees shall not exceed 27% of savings when applicable.

3. There are no additional fees for transmitting medical billing information of behalf of the City to the Workers' Compensation Information System (WCIS) as required by State Law, i.e., Medical Bill Review EDI (Electronic Data Interchange) Reporting and Services.

4. The foregoing fees set forth in this subsection (B) shall be subject to a 3% annual increase, with the first such increase taking effect on August 15, 2026.

Note: The fees set forth in this subsection (B) are not part of the Contract Sum and will be charged and compensated as allocated loss adjustment expenses to the City's actuarially forecasted/budgeted self-insured claim reserves at the claim level,

rather than via invoices furnished by Consultant pursuant to Section 2.4 of this Agreement.

C. **Utilization Review Fixed Fees.** The City reserves the right to approve, disapprove, or select any and all service providers including bill review companies.

1. Utilization review by a Physician (Peer and Expert) or Non-Physician is for a fee of $300 per hour or up to a rate of 7.5% of total charges. The City reserves the right to select either fee option at any time upon written notice to Consultant. The maximum utilization review fee charged per medical bill is capped at $775.

2. Utilization review by an Adjuster is for a fee of $85. Utilization review fees are $125.

3. The foregoing fees set forth in this subsection (C) shall be subject to a 3% annual increase, with the first such increase taking effect on August 15, 2026.

Note: The fees set forth in this subsection (C) are not part of the Contract Sum and will be charged and compensated as allocated loss adjustment expenses to the City's actuarially forecasted/budgeted self-insured claim reserves at the claim level, rather than via invoices furnished by Consultant pursuant to Section 2.4 of this Agreement.

D. **No Fees.** No fees shall be charged for the following services:

1. CMS/MMSEA – Internal Services;

2. City online access to all data;

3. All reports (standard and custom/ad hoc reports);

4. Index Claim Search and 1099s;

5. Training and development of special account instructions/procedures and internal banking management;

6. Trainings, meetings, quarterly claim reviews, forms, posters, and pamphlets.

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, to the extent applicable:**

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

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 $598,871.00 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services in a timely manner, in accordance with the applicable provisions of this Agreement and as may be requested by the Contract Officer, on an ongoing basis commencing upon the effective date of the Agreement and continuing throughout the Term.**

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, August 5, 2025, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager CMO Risk Management

Subject: CONSIDER APPROVING THE VELOCITYEHS, INC. MASTER SUBSCRIPTION & SERVICES AGREEMENT FOR MANAGEMENT OF CHEMICAL SAFETY DATA SHEETS (CITY COUNCIL)

I. SUMMARY

California Code of Regulations, Title 8, Section 5194 requires employers to provide information to employees about hazardous chemicals present onsite by means of a hazard communication program, labels, other forms of warning, Safety Data Sheets (SDS), and training. It is also important to provide SDS to first responders in the event of an emergency. To simplify the management of, and access, staff would like to implement an SDS Management Software through VelocityEHS, Inc. During negotiations with the company, City Attorney requested the removal of VelocityEHS, Inc. indemnification clause, which if not removed, requires the City to indemnify VelocityEHS, Inc. in connection with various scenarios. However, VelocityEHS, Inc. does not accept this type of change to it's Master Subscription & Services Agreement as a matter of practice.

The City Council is now asked to consider approving the VelocityEHS, Inc. Master Subscription & Services Agreement in substantially the same form VelocityEHS, Inc. uses for all of its business relations.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the VelocityEHS, Inc. Master Subscription & Services Agreement for a first-year fee of $4,691.15 and annual increases of 5% thereafter.
2. AUTHORIZE the City Manager to execute the agreement subject to approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

California Code of Regulations, Title 8, Section 5194 requires employers to provide information to their employees about hazardous chemicals to which they may be exposed, by means of a hazard communication program, labels and other forms of warning, Safety Data Sheets (SDS), and training. This applies to any hazardous chemical which is known to be present in the workplace in such a manner that employees may be exposed under normal conditions of use or in a reasonably foreseeable emergency resulting from workplace operations. It is also important to provide SDS to first responders in the event of emergencies.

VelocityEHS Safety Data Sheet (SDS) Management software is an online system that will automate the chemical safety data needs while ensuring that every SDS is up-to-date and accessible from any device. With this software, employees will have access to the industry's leading safety data sheet library, with millions of safety documents and over 20,000 new or updated safety data sheets added each week.

During negotiations with the company, City Attorney requested the removal of VelocityEHS, Inc. indemnification clause, which if not removed, requires the City to indemnify VelocityEHS, Inc. from and against any losses resulting from any third-party claim alleging or based on the City's breach of its obligations as a Data Controller under the agreement. More specifically, the agreement requires City to indemnify vendor for the following: (1) infringement or misappropriation of any third-party intellectual property right arising out of or resulting from City's Customer Data or any other materials provided by City (or City's use of such Customer Data or other materials in connection with the Services); (2) City's use of the Services in an unlawful manner or in violation of the agreement; (3) City's use of the Services in combination with data, software, hardware, equipment or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; or (4) modifications to the Software not made by VelocityEHS or authorized by VelocityEHS in writing.

The City was informed that the clause could not be removed, as VelocityEHS, Inc. does not accept this type of modification to its subscription agreement as a matter of practice. There is no room for discussion or negotiations here, and the City must use VelocityEHS, Inc.'s standard agreement as presented; however, the indemnity requirement is not unreasonable because it requires City to indemnify for failures that are both willful and very significant. Although the contract amount falls under City Manager purchasing authority, the City Manager is not authorized to bind the City to certain contract provisions such as these indemnification provisions in favor of the vendor because City's liability could far exceed City Manager's approval authority.

It should be noted that under the terms of the VelocityEHS Master Subscription & Services Agreement, the agreement term is for one year and continues until terminated by one of the parties or in the event of a breach.

The City Council is now asked to consider approving the VelocityEHS Master Subscription & Services Agreement without modifications, and in substantially the same form VelocityEHS, Inc. uses for all of its business relations.

V. FISCAL IMPACT

Funds for the Safety Data Sheet Management Subscription are included in the FY 2025/26 general fund budget in account 101-50-660-173-6004.

VI. EXHIBITS

1. VelocityEHS Master Subscription & Services Agreement

Attachments

VelocityEHS Agreement.pdf

EXHIBIT 1

CUSTOMER ORDER FORM

222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654
Ph: 312.881.2000
Fax: 866.320.1021
Tax ID #: 04-3626476

Contract Number: Q-232662
Issued Date: Jun 25 2025
Issued By: Mark Sefferino
Offer Valid Through: Aug 30 2025

Customer Information

Customer: City of Carson
D-U-N-S® Number: 078806056

Attn: Michael Hom

Terms & Conditions

Related Contract:
Contract Start Date: Aug 30 2025
Contract End Date: Aug 29 2028
Initial Term: 36 Months

Payment Terms: Net 30
Billing Frequency: Annual
Annual Price Adjustment: 5.00%

Subscriptions & Services

Item	Type	Qty	Aug 30 2025 to Aug 29 2026	Aug 30 2026 to Aug 29 2027	Aug 30 2027 to Aug 29 2028
SDS/Chemical Management	Annual	1			
SDS Management	Annual	1	$4,691.15	$4,925.71	$5,171.99
Included Site Administrator	Annual	1			
		Total:	**$4,691.15**	**$4,925.71**	**$5,171.99**

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the attached Master Subscription and Services Agreement (the "**Agreement**" or "**MSSA**") by and between VelocityEHS, Inc. and Customer. By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. Note: Customer may be required to acknowledge VelocityEHS's standard MSSA when first accessing the Services. VelocityEHS acknowledges the MSSA attached governs Customer's purchase of and/or subscription to certain Services, as defined in the MSSA. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

City of Carson

Signature: _____

Name: _____

Title: _____

Date: _____

VelocityEHS, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

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Exhibit A

SDS Management Base subscription pricing includes:

- One annual SDS Management subscription(s) for the Customer and up to 300 employees.
- Unlimited Account Administrators
- Unlimited SDS database searches, views and additions to the eBinder.
- Access to eBinder and database search from the SDS/Chemical Management mobile application.
- Access to the Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 SDS Requests and 100 SDS Uploads. Additional SDS Requests may be purchased in bundles of 250 for $1000; additional SDS Uploads may be purchased in bundles of 500 for $1000.
- Technical & Customer Support.
- Additional Terms and Conditions apply. To learn more, click here.

All fees are in USD. Initial year fees with a charge type of “annual”, and all “one-time” fees where the total is $25,000 or less, will be invoiced in full and are due within 30 calendar days of the execution of this Customer Order Form, unless otherwise noted. Where “one-time” fees total more than $25,000, VelocityEHS will invoice 50% of the fees on the first invoice. THESE FEES ARE NON-REFUNDABLE and good financial standing with VelocityEHS will be required for continued work on all services projects. All remaining “one-time” fees will be invoiced 90 days from execution of this Customer Order Form and are due 30 days from invoice creation date. The Subscription period will commence on the Contract Start Date, as noted on page one (1) of this agreement; the Contract End Date will become the subscription “anniversary date”. Subsequent year “annual” fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Where applicable, all travel expenses will be invoiced to Customer as incurred. Sales tax associated to this Order will appear on the invoice, where applicable. All contracts for SDS authoring, translation and/or regulatory consulting are on a “use it or lose it” basis. When a project is closed due to unresponsiveness (lack of Customer response or engagement for 60 consecutive days), or Customer is unable or unwilling to obtain the required data to commence the project, or Customer no longer requires the full value of the agreement, remaining fees on the Customer Order Form will be forfeit and any remaining balance invoiced on the date of closure. FEES ARE NON-REFUNDABLE. SDS Authoring, translation and/or regulatory consulting fees are non-transferable to other VelocityEHS products and services.

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Exhibit B

Customer Support
Customer Support is included with the customer's software subscription. Support includes troubleshooting, product usage assistance, and general inquiries regarding Customer's account(s).

- Support is available Monday - Friday, excluding weekends and U.S. holidays. Support Business Hours are listed in the Support Business Hours table below.
- First Response times are based upon Support Business Hours and vary according to issue Severity and customer subscription. First Response time goals are listed in the Support First Response Times Goals table below. Severity Definitions are included in the Severity Definitions table below.
- Separately, for custom project engagements, VelocityEHS can scope and deliver a service project(s) for an additional fee. VelocityEHS will obtain approval prior to proceeding with any custom work that will result in additional charges.

Support Business Hours

Americas	8am - 8pm Eastern (UTC -4)
	7am - 7pm Central (UTC -5)
	5am - 5pm Pacific (UTC -7)
EMEA	9am - 12am UTC/BST
	10am - 1am CET (UTC +1)
	11am - 2am EET (UTC +2)

Support First Response Times

First Response Time Goals

Severity #	Severity Name	First Response Time (Business Hours)
S1	Critical	2 hours
S2	High	8 hours
S3	Medium	72 hours
S4	Low	6 days (96 hours)

Severity Definitions

Severity #	Severity Name	Definition
S1	Critical	Critical service(s) unavailable OR platform access unavailable for all customers or all admins on 1 account OR all end users cannot access the site to view an SDS OR data corruption / loss. And no workaround is possible. (Note: Does not include dev environments.)
S2	High	Degraded performance of Critical services OR Important service(s) are unavailable, including access to eBinder primary functions, EHS workflows, etc. OR only some users are unable to access platform/site. Generally multiple users or accounts are impacted by the issue.
S3	Medium	Degraded performance of Important services, for example intermittent errors on functions or workflows (but access is not blocked) OR a specific component is impaired, resulting in inconvenience or delays OR login/access issues for a single user.
S4	Low	Non-impacting issue OR issue impacting only 1 user AND not related to access/login OR issue not blocking workflow OR Inquiry OR Request for an item not currently part of the application, including: How-to question, Feature Request, Change Request, Documentation Request, or troubleshooting of dev environment.

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VelocityEHS Master Subscription & Services Agreement

This VelocityEHS Master Subscription & Services Agreement is entered into as of _____, 2025 ("**Effective Date**") by and between VelocityEHS, Inc. ("**VelocityEHS**") and the City of Carson, a California municipal corporation ("**Customer**").

NOW THEREFORE, in consideration of the mutual covenants and considerations set out below, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, and intending to be bound legally, the parties agree as follows:

1. DEFINITIONS

Terms used in this Agreement with their initial letters capitalized have the meanings ascribed to them in this Section or where they are elsewhere defined in this Agreement. Any term defined in the singular will have the corresponding definition in the plural (and vice versa). As used in this Agreement:

(a) "**Affiliate**" means, with respect to either party, any entity that directly or indirectly controls, or is controlled by, or is under common control with that party.
(b) "**Agreement**" means this VelocityEHS Master Subscription & Services Agreement, together with all Customer Order Forms entered into hereunder.
(c) "**Content**" means Documentation, Materials, and other information provided by VelocityEHS to Customer through the Services.
(d) "**Credentials**" means the username, login ID, password, and similar credentials issued by VelocityEHS or created by Customer or a User, which enable access to the Services.
(e) "**Customer**" means the company or other legal entity, as set forth above, entering into this Agreement and each of its Users.
(f) "**Customer Order Form**" means Customer's order for Services through an ordering document specifying the Subscription(s) and/or Professional Service(s) to be provided under this Agreement that is entered into between Customer, on the one hand, and VelocityEHS or any of its Affiliates, on the other hand, including any exhibits, schedules, addenda, and supplements thereto.
(g) "**Customer Data**" means any information, data, and/or files that Customer transmits, uploads, creates, or stores to or on the Software in connection with Customer's use of the Software, including Personal Data.
(h) "**Documentation**" means VelocityEHS's online user guides and help and training Materials that VelocityEHS provides or makes available to Customer, as updated by VelocityEHS from time to time.
(i) "**Free Services**" means any services provided to Customer free of charge in connection with a trial program or for customer satisfaction purposes.
(j) "**Malicious Code**" means code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs.
(k) "**Materials**" means web pages, data, messages, text, images, photographs, graphics, audio, video, podcasts, webcasts, documents, press releases, white papers, product data sheets, and all copyrightable works created by or delivered by VelocityEHS or its Affiliates in connection with this Agreement.
(l) "**Personal Data**" means all personally identifiable information, including name, address, telephone number, e-mail address, account or policy information, about an identified or identifiable natural person.

(m) "**Professional Services**" means any implementation, configuration, training, consulting, or other services ordered by Customer to be provided by VelocityEHS, its Affiliates, or third-party contractors under this Agreement.

(n) "**Services**" means any Subscription(s) and/or Professional Services ordered by Customer and provided by VelocityEHS or its Affiliates under this Agreement.

(o) "**Software**" means the software specified in the Customer Order Form that is made available to Customer by VelocityEHS during the applicable Subscription period, including the information and Content contained therein.

(p) "**Subscription**" means Customer's right to access VelocityEHS's and its Affiliates' online-hosted Software applications and certain related Software applications designed for installation on Customer's and its Users' computers and mobile devices, and the information and Content contained therein, ordered by Customer and for a term specified in a Customer Order Form.

(q) "**Third-Party Content**" means third-party information obtained by VelocityEHS and made available to Customer through the Services.

(r) "**Users**" means individuals appointed by Customer to access and use the Software, which may include Customer's officers, employees, consultants, and agents performing services for Customer or on Customer's behalf.

2. OVERVIEW; ORDERING; ACCESS TO SERVICES

(a) **Overview**. This Agreement sets forth the terms pursuant to which Customer may purchase, and VelocityEHS and its Affiliates will provide, certain Services.

(b) **Ordering**. Customer will order Services described in this Agreement through a Customer Order Form, to be executed by Customer. Each Customer Order Form will reference and be subject to the terms of this Agreement. Each Customer Order Form may contain additional terms and conditions.

(c) **Provision & Access.** Subject to and conditioned on Customer's payment of Fees (as defined in Section 6(a)) and compliance with all other terms and conditions of this Agreement and any applicable Customer Order Form, VelocityEHS:

i. hereby grants Customer a non-exclusive, non-transferable right to access and use the Software described in the applicable Customer Order Form for the Subscription period(s) specified therein;

ii. hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the term solely for Customer's internal business purposes in connection with its use of the Software and Services; and/or

iii. will provide Professional Services to Customer as described in the Customer Order Form and in accordance with the terms and conditions of this Agreement.

(d) **Subscriptions**. Unless otherwise provided in the applicable Customer Order Form: (i) access to the Software is purchased as a Subscription, (ii) any Subscription added to an Agreement (each an "Added Subscription") with an active Subscription (each an "Active Subscription") will be prorated for the portion of the then-current Subscription term remaining at the time the Added Subscription is added, and (iii) any Added Subscription will terminate on the same date as the Active Subscription.

3. USE OF THE SOFTWARE

(a) **Usage Limits.** Customer's use of the Software is limited to Customer's internal business uses, except as otherwise stated in a Customer Order Form. Access to and use of the Software is restricted to those (I.E., locations, employees) covered by the applicable Customer Order Form. VelocityEHS Services are generally free of usage limitations (I.E., # of records, searches, users, etc.). Where select Services are included with quantity limits noted on the Customer Order Form, VelocityEHS will use commercially reasonable efforts to notify Customer prior to any additional costs being incurred. Where Customer exceeds any applicable usage limits, Customer may: (i) reduce their usage to comply with the limits then in place, or (ii) increase the limit by executing a Customer Order Form. Otherwise, if, and at any point Customer exceeds a usage limit, Customer will be invoiced for the excess usage at the specified rate.

(b) **Usage Restrictions.** Unless expressly authorized under this Agreement or a Customer Order Form, Customer will not, and Customer will not allow or assist any third party to: (i) make any Software or Content available to anyone other than Users or use any Software or Content for the benefit of anyone other than Customer; (ii) sell, resell, license, sublicense, distribute, make available, rent, assign, publish, transfer or lease any Software or Content, including any Software or Content on or in connection with a service bureau, software as a service, cloud, or other outsourcing offering; (iii) use the Software or Content to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the Software or Content to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of any Software or Content contained therein; (vi) attempt to gain unauthorized access to any Software or Content or any related systems or networks; (vii) permit direct or indirect access to or use of any Software or Content in a way that circumvents a contractual usage limit or in a manner that violates this Agreement; (viii) modify, copy, or create derivative works based on the Software or Content or any part, feature, function, or user interface thereof; (ix) frame or mirror any part of any Software or Content, other than framing on Customer's intranets or otherwise for Customer's internal business purposes; (x) access the Software for purposes of monitoring its availability, performance, or functionality or for any other benchmarking or competitive purposes; (xi) access or use the Software or Content in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Customer or any third party; (xii) disassemble, reverse engineer, decode, adapt or decompile the Software or Content, or otherwise attempt to derive or gain access to the Software or Content to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions, or graphics of the Software or Content, (3) copy any ideas, features, functions or graphics of the Software or Content, or (4) determine whether the Software or Content is within the scope of any patent, or (5) that violates any applicable Law.

(c) **Removal of Content.** If VelocityEHS is required by a licensor to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, VelocityEHS may promptly remove such Content from the Software. Upon request from VelocityEHS, Customer will remove such Content from its systems.

(d) **Restrictions.** Customer will (i) be responsible for its Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of the Customer Data, the means by which Customer acquired its Customer Data, and Customer's use of its Customer Data with the Software, (iii) notify VelocityEHS of any unauthorized access or use of the Software, and take all reasonable and lawful measures within Customer's respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing

and preventing any unauthorized access to the Services and permanently erasing from Customer's systems and destroying any data to which any of them have gained unauthorized access), (iv) use the Software only in accordance with this Agreement and all applicable laws and government regulations, and (v) comply with terms of service of any third-party applications and hardware with which Customer uses the Software. Customer is responsible for maintaining the confidentiality of Customer's and its Users' Credentials and account information, and Customer is responsible for all activities that occur under Customer's and its Users' Credentials or as a result of Customer or its Users' access to the Software. Customer will notify VelocityEHS immediately of any unauthorized use of Customer's or its Users' Credentials.

(e) **Removal of Customer Data.** VelocityEHS does not pre-screen or approve Customer Data but reserves the right to remove Customer Data that VelocityEHS believes to be infringing, offensive, objectionable, or illegal at its sole discretion and without liability to VelocityEHS or any other person or entity. Where commercially feasible, VelocityEHS will attempt to provide prior notice of such removal.

(f) **Customer Responsibilities.** Customer is responsible for providing network connectivity between Customer's local network(s) and the Software. Public bandwidth maintained by Customer will be of sufficient capacity for the Software's operation to Customer's satisfaction. Customer has the sole responsibility to meet the system requirements for the Services purchased.

4. VELOCITYEHS RESPONSIBILITIES

(a) **Services.** VelocityEHS will provide the Services described in a Customer Order Form, in accordance with the terms of this Agreement. VelocityEHS will provide standard support for the Software to Customer at no additional charge, as described in the Customer Order Form. Any upgraded or additional support services will be described in and purchased through a Customer Order Form.

(b) **Service Commitment.** Unless otherwise agreed upon in a Customer Order Form, VelocityEHS makes a service commitment to Customer to use commercially reasonable efforts to maintain an average monthly Software availability no less than 99.9% per month, excluding: (i) planned downtime (of which VelocityEHS will endeavor to provide two weeks advance electronic notice), and (ii) any unavailability caused by circumstances beyond VelocityEHS's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving VelocityEHS's employees), internet service provider failure or delay, any software or hardware not provided by VelocityEHS or its Affiliates, or denial of service attack.

(c) **Service Maintenance.** During the Subscription period, VelocityEHS and its Affiliates will make available to Customer at no additional cost all updates, patches, and bug fixes with respect to the Software as may, from time to time, be developed and made generally available to VelocityEHS and its Affiliates' other customers of such Software under similar circumstances. All such updates, patches, and fixes will be deemed to constitute part of the applicable Software and will be subject to the terms of this Agreement.

(d) **Changes to and Discontinuation of the Services.** During a Subscription period, VelocityEHS will not, except as expressly permitted under this Agreement, materially and significantly reduce or decrease the functionality and features of the applicable Software; provided, however, VelocityEHS expressly reserves the right to, at any time and from time to time, (i) without prior notice offer new or additional products or services, and (ii) with reasonable prior notice, modify, amend, substitute, or discontinue offering all or any particular products or services to which

Customer subscribes. In the event VelocityEHS discontinues any Services, VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term for such discontinued Services.

(e) **Protection of Customer Data.** VelocityEHS will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of all Customer Data. VelocityEHS will only use and disclose Customer Data (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8(c) (Compelled Disclosure), and (c) as Customer expressly permits in writing. The parties shall abide by the terms of the attached Data Processing Addendum ("**Addendum**"). The Addendum shall apply to and govern all activities concerning the processing of personal data and personal information (as defined in the Addendum) in connection with the Agreement.

(f) **VelocityEHS Personnel.** VelocityEHS will be responsible for the performance of its personnel (including VelocityEHS's employees and contractors) and their compliance with VelocityEHS's obligations under this Agreement.

5. COOPERATION

At all times during the term of this Agreement, Customer will: (i) promptly and fully cooperate with VelocityEHS and its Affiliates; (ii) promptly make competent, appropriately trained, and qualified personnel available to assist and answer questions as necessary and as reasonably requested by VelocityEHS or its Affiliates; (iii) respond promptly to any request from VelocityEHS to provide direction, approvals, authorizations, or decisions that are reasonably necessary to provide or perform the Services; (iv) provide such information as VelocityEHS may request in order to carry out the Services in a timely manner and ensure that it is complete and accurate in all material respects, and (v) with regard to select Professional Services, provide access to Customer's premises and facilities as requested by VelocityEHS as necessary to provide the Professional Services. VelocityEHS is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

6. FEES AND PAYMENT

(a) **Fees and Expenses**. Customer will promptly pay all fees associated with the Services, as set forth in the applicable Customer Order Forms (the "**Fees**"). Except as otherwise specified herein or in a Customer Order Form, (i) Fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription period. Unless otherwise agreed in advance in writing, out-of-scope services will be charged on a time and materials basis at VelocityEHS's then-applicable rates.

(b) **Invoicing and Payment.** Customer is responsible for providing complete and accurate billing and contact information to VelocityEHS at the time of executing the Customer Order Form and for notifying VelocityEHS of any changes to such information over time. VelocityEHS will invoice Customer, or automatically charge the credit card specified by Customer, for such Fees in accordance with the terms of this Section 6. Invoiced charges are due as stated on the applicable Customer Order Form. Payments may be made via check, wire transfer, ACH/EFT deposit, or credit/debit card. If Customer provides credit or debit card information to VelocityEHS, Customer authorizes VelocityEHS to charge such credit or debit card in the amount(s) required for the Subscription period, including for any renewals (unless previously canceled). All invoices will be in

U.S. currency unless otherwise noted in the Customer Order Form. Customer is responsible for any wire transfer fees and exchange rate losses for payments initiated in other currencies.

(c) **Suspension.** VelocityEHS may immediately suspend the Services in case of: (i) any outstanding undisputed invoice not being paid within 60 days from the invoice due date; (ii) VelocityEHS becoming aware of a claim that Customer's use of the Software violates any applicable law, rule, or regulation or infringes upon any third-party rights; (iii) Customer's use of the Software violating this Agreement or interfering with the normal operation of the Software; (iv) the security of the Software, the Customer Data, or any User's Credentials being suspected of being compromised; (v) any event wherein VelocityEHS determines that suspension of the Software is needed to protect the integrity of the Software; (vi) any use of the Software is causing immediate, material, and ongoing harm to VelocityEHS or others; or (vii) any event where VelocityEHS is entitled to terminate this Agreement for cause. In the event that VelocityEHS suspends Customer's access to the Services, VelocityEHS will use commercially reasonable efforts to limit the suspension to the offending portion of the Services and resolve the issues causing the suspension of the Services. Customer further agrees that VelocityEHS will not be liable to Customer nor to any third party for any suspension of the Services under such circumstances as described in this Section 6(c).

(d) **Taxes.** The Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with purchases hereunder. If VelocityEHS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 6(d), VelocityEHS will invoice Customer and Customer will pay that amount unless Customer provides VelocityEHS with a valid tax exemption certificate authorized by the appropriate taxing authority. VelocityEHS will be solely responsible for taxes assessable against VelocityEHS based on its income, property, and employees.

(e) **Future Functionality.** Customer agrees that its purchases under this Agreement are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by VelocityEHS regarding future functionality or features.

7. PROPRIETARY RIGHTS AND LICENSES

(a) **Ownership and Reservation Rights.** Subject to the limited rights expressly granted under this Agreement, VelocityEHS and its Affiliates, and Third-Party Content providers reserve all rights, titles, and interests in and to the Software and Content, including all related intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer agrees not to use any of VelocityEHS or its Affiliates' trademarks without express written permission and advance approval of all materials intended to use the trademarks. Customer agrees not to remove, alter, or otherwise obscure any warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices or claims contained or displayed in connection with the Software or Content.

(b) **License to Host Customer Data.** Customer grants VelocityEHS and its Affiliates a worldwide, limited-term license to use, reproduce, modify, prepare derivative works of, distribute, copy, perform, host, and display the Customer Data as necessary to provide the Services under this Agreement. Customer shall comply with all applicable data privacy laws, including any and all obligations to obtain valid consent before collecting or processing any Personal Data. Where applicable, Customer shall be responsible for informing its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services, how such

information or Personal Data will be used by Customer and VelocityEHS and obtaining any necessary consents for VelocityEHS and its Affiliates to use, reproduce, modify, prepare derivative works of, distribute, copy, perform, host, and display such Personal Data to provide the Services. Subject to the limited licenses granted herein, VelocityEHS acquires no right, title, or interest from Customer or Customer's licensors under this Agreement in or to any of the Customer Data.

(c) **Aggregated Data.** Provided the Customer Data is aggregated and anonymized (does not identify a named individual or the Customer), VelocityEHS may use aggregated Customer Data or any information obtained by VelocityEHS in connection with the Services or Software ("**Aggregated Data**"): (i) in the ordinary course of its business, or (ii) for research, assessment, development, and statistical purposes, as long as the Aggregated Data is not attributed to a named individual or the Customer. VelocityEHS and its Affiliates reserve all rights, titles, interests, and intellectual property rights in and to the Aggregated Data, and any new software or services; or updates, revisions, improvements, derivative works, or modifications to the Software or Services developed in connection with the Aggregated Data. Third-Party Content providers reserve all rights, titles, interests, and intellectual property rights in and to Aggregated Data generated using only the third party's intellectual property.

(d) **Feedback.** Customer agrees that any feedback or suggestions Customer gives to VelocityEHS about the Services is voluntary (the "**Feedback**") and Customer grants to VelocityEHS a perpetual, irrevocable, worldwide license to use any Feedback in its sole discretion without any obligation or remuneration to Customer.

(e) **Usage Data.** VelocityEHS may collect aggregate and anonymous statistical data about the use of the Services ("**Usage Data**"). VelocityEHS owns and retains all rights and title to the Usage Data, including the right to incorporate or otherwise use Usage Data, which it may use for any lawful business purpose, and it retains all title to any suggestions, enhancement requests, recommendations, or other feedback for the improvement of the Software and Services. Where a third party collects Usage Data in connection with the third party's integration to the Services, the third party owns and retains all rights and title to such Usage Data.

8. CONFIDENTIALITY

(a) **Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential, including, but not limited to, the terms and conditions of this Agreement and all Customer Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Customer's Confidential Information includes, but is not limited to, the Customer Data. VelocityEHS's Confidential Information includes, but is not limited to, the Services. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is lawfully received without restriction from a third party, or (iv) was independently developed by the Receiving Party without knowledge or use of the Confidential Information.

(b) **Confidentiality Responsibilities.** The Receiving Party will: (i) use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care); (ii) not use any of the Disclosing Party's Confidential Information for any purpose outside the

scope of this Agreement; provided, that, VelocityEHS may use Customer's Confidential Information to improve VelocityEHS' internal business, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party's Confidential Information to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Customer Order Form to any third party other than its Affiliates, legal counsel, accountants, or any other person or entity that has, in Receiving Party's discretion, a reasonable need to know such information ("**Representatives**") without the Disclosing Party's prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives' compliance with this Section 8.

(c) **Compelled Disclosure.** The Receiving Party may disclose Disclosing Party's Confidential Information to the extent required by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party and the Disclosing Party does not contest the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

(d) **Return or Destruction of Confidential Information.** Following the end of the term, each Receiving Party shall cease using and promptly, at Disclosing Party's option, return to Disclosing party or arrange for the destruction of any and all of the Disclosing Party's Confidential Information; provided, however, the Receiving Party may retain, subject to the terms of this Agreement, Confidential Information that the Receiving Party is required to retain pursuant to applicable law or internal retention policies; provided such copies are not intentionally accessed except where required or requested by applicable law or where disclosure is otherwise permitted under this Agreement. Such return or destruction shall be certified in writing, including a statement that no copies of Confidential Information have been kept, except as provided herein.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

(a) **Customer Representations and Warranties.** Customer represents and warrants that (i) Customer is financially solvent and has the requisite legal right, power, and authority to enter into this Agreement and to grant the rights Customer purports to grant hereunder and to perform Customer's duties and fulfill Customer's obligations hereunder; (ii) all information and Customer Data provided by or on behalf of Customer or any User in connection with this Agreement is and will be, accurate, complete, and correct in all material respects to the best of Customer's ability, knowledge, and belief and does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or any privacy or other rights of any third party or violate any applicable law; (iii) Customer shall comply with all data privacy laws, (iv) Customer shall inform its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services; (v) Customer will notify its employees how information or Personal Data will be used by Customer and VelocityEHS; and (vi) Customer shall obtain any and all necessary consents in order for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services.

(b) **VelocityEHS Warranties.** VelocityEHS warrants that (i) the Software will perform materially in accordance with the applicable Documentation, (ii) the Software and Content will not, to VelocityEHS's knowledge, contain Malicious Code, and (iii) the Professional Services will be performed in a workmanlike manner by qualified personnel. For any breach of the above warranties, Customer's exclusive remedy is to terminate the applicable Subscription and, pursuant to Section 12(d), receive a pro-rata refund of any Fees paid for the then-current term of such Customer Order Form.

(c) **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (I) VELOCITYEHS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT; AND (II) THE SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. VELOCITYEHS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY SOFTWARE, CONTENT, DOCUMENTATION, OR OTHER MATERIALS PROVIDED BY VELOCITYEHS, ITS AFFILIATES, OR THEIR RESPECTIVE CONTRACTORS OR AGENTS ARE OR WILL NECESSARILY BE COMPLETELY ACCURATE, CURRENT, COMPLETE, CONTINUOUSLY AVAILABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH CUSTOMER MAY CHOOSE TO PUT THEM. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR SOFTWARE, OR THAT THE OPERATION AND USE OF THE SERVICES OR SOFTWARE, WILL MEET CUSTOMER'S REQUIREMENTS; THAT USE OF THE SOFTWARE WILL BE ENTIRELY WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE; OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. THE LIMITATIONS AND EXCLUSIONS OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION DO NOT APPLY IN JURISDICTIONS WHERE SUCH LIMITATIONS AND EXCLUSIONS ARE PROHIBITED.

10. INDEMNIFICATION

(a) **Indemnification by VelocityEHS.** VelocityEHS will indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, or costs ("**Losses**") incurred by Customer resulting from any third-party Claim, suit, action, or proceeding ("**Claim**") that the Services as provided to Customer, or any use of the Services in accordance with this Agreement, infringe or misappropriate such third party's U.S. copyright or trade secret rights. If such a Claim is made, Customer will permit VelocityEHS, at VelocityEHS's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use of the Services. If VelocityEHS determines that neither alternative is reasonably available, VelocityEHS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice, and refund Customer any prepaid fees covering the remainder of the term of the terminated Customer Order Form. The indemnification and defense obligations of this Section 10(a) will not apply to the extent that the Claim arises from: (A) Customer's use of the Services in combination with data, software, hardware, equipment, or technology not provided by VelocityEHS; (B) modifications to the Software not made by VelocityEHS; (C) a Claim arising from Free Services; (D) a Claim arising from Customer Data, or Customer's use of the Service in violation of this Agreement; or (E) Customer's failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of VelocityEHS. This Section 10(a) states VelocityEHS's sole

liability to Customer, and Customer's exclusive remedy against VelocityEHS, for any type of claim described in this Section.

(b) **Indemnification by Customer.** Except as prohibited by law, Customer will indemnify, hold harmless, and, at VelocityEHS's option, defend VelocityEHS, and its parents, officers, directors, managers, partners, members, shareholders, employees, agents, Affiliates, successors, contractors, and permitted assigns from and against any Losses resulting from any third-party Claim alleging or based on: (i) infringement or misappropriation of any third-party intellectual property right arising out of or resulting from the Customer Data or any other materials provided by Customer (or Customer's use of such Customer Data or other materials in connection with the Services); (ii) Customer's use of the Services in an unlawful manner or in violation of this Agreement and/or the Documentation; (iii) Customer's use of the Services in combination with data, software, hardware, equipment or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; or (iv) modifications to the Software not made by VelocityEHS or authorized by VelocityEHS in writing.

(c) **Cooperation.** In the event of any occurrence which may constitute grounds for indemnification under this Section 10, the party seeking indemnification agrees: (i) to notify the other party promptly of any occurrence with respect to which indemnification is sought, provided that any delay shall only relieve the indemnifying party of its obligations hereunder to the extent that the defense of such claim is prejudiced by such delay; (ii) to cooperate with the indemnifying party in the defense of any Claim with respect to which indemnification is sought; (iii) to tender to the indemnifying party the right to assume and control the defense of any Claim with respect to which indemnification is being sought, provided that the indemnifying party may not settle a Claim unless it unconditionally releases the indemnified parties of all liability; and (iv) not to cause or contribute to any occurrence, nor to take any action, or fail to take any action, which causes, contributes to, or increases the indemnifying party's liability hereunder.

11. LIMITATION OF LIABILITY

(a) **Limitation of Liability.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED TWO TIMES THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 6.

(b) **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY.

(c) **Exceptions to Limitations.** THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 11(a) AND 11(b) WILL NOT APPLY TO: (I) EITHER PARTY'S BREACH OF CONFIDENTIALITY, (II) THE PARTIES'

INDEMNIFICATION OBLIGATIONS, (III) CUSTOMER'S VIOLATION OF SECTION 3 (USE OF THE SOFTWARE), (IV) CUSTOMER'S INFRINGEMENT OF VELOCITYEHS'S INTELLECTUAL PROPERTY, OR (V) EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER THE DATA PROCESSING ADDENDUM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY OF VELOCITYEHS TOGETHER WITH ITS AFFILIATES ARISING OUT OF OR RELATED TO THE DATA PROCESSING ADDENDUM EXCEED ONE MILLION DOLLARS ($1,000,000). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 6.

(d) **Disclaimer.** THE FOREGOING TERMS WITH RESPECT TO WARRANTIES, LIMITED REMEDIES, WARRANTY DISCLAIMER, AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VELOCITYEHS AND CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT VELOCITYEHS WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS.

12. TERM AND TERMINATION

(a) **Term of Agreement.** This Agreement commences on the date Customer executes the first Customer Order Form and continues until either terminated in accordance with Section 12(c) or twelve months after all Services ordered hereunder have been provided, have expired, or have been terminated.

(b) **Term of Purchased Subscriptions.** The applicable Customer Order Form will specify the term of each Subscription. Upon expiration of the latest Subscription term, the Subscription(s) will automatically renew for an additional one-year term (the "**Renewal Term**"), unless either party has given the other party written notice of non-renewal at least 60 days prior to expiration. Unless otherwise agreed in writing by the parties, the terms of this Agreement shall apply to any Renewal Term. Renewals in which the quantities, coverage, volumes, or term length used previously to determine pricing have decreased from the prior term may result in re-pricing at renewal without regard to the prior term's per-unit pricing or multi-year discounts.

(c) **Termination.** A party may terminate this Agreement for cause (i) immediately upon notice in the event of the other party's curable material breach of this Agreement that remains uncured for 30 days following notice from the non-breaching party, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Notwithstanding anything to the contrary in this Agreement, VelocityEHS may terminate this Agreement immediately with no opportunity for Customer to cure if Customer is in breach of Section 3(b), Section 3(d)(ii - v), or Customer violates VelocityEHS's intellectual property rights in the Services. Upon termination or expiration of this Agreement for any reason, all rights and licenses granted to Customer to access and use the Services will automatically terminate and be revoked, and each party will promptly return or destroy, subject to the requirements of Section 12(e), all Confidential Information provided to it by the other party.

(d) **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 12(c) (Termination), VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term of all Customer Order Forms after the effective date of termination. If VelocityEHS terminates this Agreement in accordance with Section 12(c), VelocityEHS will invoice Customer for all unpaid Fees covering the remainder of the

then-current terms of all Customer Order Forms. In no event will termination relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.

(e) **Data Portability and Deletion.** VelocityEHS will keep all Customer Data available for export for 30 days after the termination date, subject to the VelocityEHS Data Return Policy. After such 30-day period, VelocityEHS will have no obligation to maintain or provide any Customer Data, except as required by applicable law.

(f) **Surviving Provisions.** The termination of this Agreement will not relieve either party of any obligation or liability accrued prior to such termination and will not in any way affect the parties' obligations under Sections 3(c) (Removal of Content), 6 (Fees and Payment), 7 (Proprietary Rights and Licenses), 8 (Confidentiality), 9(c) (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 12(d) (Refund or Payment Upon Termination), 12(e) (Data Portability and Deletion), 12(f) (Surviving Provisions), 13 (General Provisions), or any other obligations which are expressly stated herein to be continuing or are by their nature continuing.

13. **INSURANCE**. VelocityEHS shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Customer, 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 Customer:

(a) **General Liability Insurance.** 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) **Cyber Liability**. Technology professional liability errors & omissions insurance appropriate to VelocityEHS's profession and the Services hereunder with limits not less than $1,000,000 per claim/loss, and $1,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by VelocityEHS pursuant to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information or data breach, theft, loss, damage or misuse, release of private information, extortion and network security. If coverage is maintained on a claims-made basis, VelocityEHS shall maintain such coverage for an additional period of three (3) years following termination of the contract. The insurance shall include the following coverage:

(i) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

(ii) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

(iii) Liability arising from the failure of VelocityEHS's proprietary technology products (software) required under the contract for VelocityEHS to properly perform the services intended.

(iv) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(v) Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.

(c) **General Insurance Requirements.**

The comprehensive general liability insurance shall be primary insurance and shall name Customer, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Customer or its officers, employees or agents may apply in excess of, and not contribute with VelocityEHS' insurance. 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.

The comprehensive general liability 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 Customer. In the event any of said policies of insurance are cancelled, VelocityEHS shall, prior to the cancellation date, submit new evidence of insurance to Customer.

No services under this Agreement shall commence until VelocityEHS has provided Customer 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 Customer. Customer 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 Customer.

14. GENERAL PROVISIONS

(a) **Notices.** All notices and communications under this Agreement will be in writing and will be delivered in person, mailed (postage prepaid), or delivered by overnight express carrier, to the address of the parties listed on the applicable Customer Order Form with a copy sent by email to notices@ehs.com. All notices sent as provided in this Section will be deemed received if personally delivered with confirmation of receipt, then on the date of receipt; or if sent by overnight express carrier, on the next business day immediately following the day sent; or if by mail, four days after depositing in the U.S. Mail. In addition to and notwithstanding the foregoing, VelocityEHS may also provide such notice and communications to Customer under this Agreement using the electronic e-mail addresses of the Customer contact listed on a Customer Order Form.

(b) **Agreement to Governing Law and Jurisdiction.** This Agreement will be governed in all respects by the laws of the State of California, USA, without regard to conflicts of laws rules. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Each party consents to the jurisdiction of the court in the Central District of California, in the County of Los Angeles, State of California, USA, for any legal action, suit, or proceeding arising under or relating to this Agreement and agrees that any such action, suit, or proceeding may be brought only in such courts. Each party further waives any objection to the laying of venue for any such suit, action, or proceeding in such courts or for the purpose of enforcing any such decisions or rulings.

(c) **Attorneys' Fees.** In any arbitration, suit, action, or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and documented expenses of attorneys, accountants, and other professionals incurred in connection therewith.

(d) **Export Compliance.** Each of Customer and VelocityEHS will at all times strictly comply with all applicable laws, rules, regulations, and governmental orders, now or hereafter in effect, relating to its performance of this Agreement. Each of Customer and VelocityEHS further agree to make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order in order for each party to perform its obligations under this Agreement. The Services, Content, other technology VelocityEHS makes available, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use any Services or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

(e) **Anti-Corruption.** Each of Customer and VelocityEHS will comply fully with all applicable anti-corruption laws and regulations, including, for example, the United States Foreign Corrupt Practices Act, and any similar laws of any country in which each party operates.

(f) **Entire Agreement.** This Agreement and any Customer Order Forms constitute the entire agreement between VelocityEHS and Customer regarding Customer's use of the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding the foregoing, VelocityEHS may modify this Agreement at its discretion to address technological, legal, statutory, or regulatory changes affecting delivery of the Services; provided, that VelocityEHS must give Customer no less than 30 days' prior written notice of such modification. If Customer does not agree to such modified terms, Customer should discontinue its use of the Services. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Customer Order Forms) is for convenience only. Any conflict between this Agreement and any such document will be resolved in favor of this Agreement. In the event of any conflict between the applicable Customer Order Form and this Agreement, the applicable Customer Order Form will control.

(g) **Assignment; Change in Control.** Customer may not assign any of its rights or obligations hereunder without VelocityEHS's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety (together with all then-existing Customer Order Forms), without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. If Customer is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of VelocityEHS, then VelocityEHS may terminate this Agreement immediately upon written notice without any further liability. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

(h) **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

(i) **No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the parties hereto. There are no third-party beneficiaries to this Agreement.

(j) **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. The waiver of any default by either party will not be deemed a continuing waiver and will apply solely to the instance to which such waiver is directed.

(k) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.

(l) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached this Agreement, for any delay or failure to perform its obligations under this Agreement resulting from acts or causes beyond its reasonable control, including without limitation, acts of war, export regulations, third-party labor strikes, power failures, natural disasters, or other similar events ("**Force Majeure Events**"). In the event that either party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance. The terms of this Section 13(l) will not apply to Customer's obligation to pay for Services in accordance with Section 6.

(m) **Federal Government End User Provisions.** In the event that the Software may be delivered to a federal government end user or for ultimate federal government use: VelocityEHS provides the Software solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with VelocityEHS to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

(n) **Equitable Relief**. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations, including without limitation, under Section 9 or, in the case of Customer, Section 3(b) would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(o) **Counterparts.** If this Agreement is attached to a Customer Order Form that is being executed manually by the parties with handwritten signatures, then this Agreement may be executed in one or more counterparts, all of which together will constitute one original document. Counterparts may be delivered via facsimile or electronic mail (including pdf or an electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. If this document is a standalone electronic document having been referenced by URL, Customer acknowledges and agrees that it has read this document and agrees

to its terms and conditions. The person executing this Agreement represents that they are duly authorized to execute this Agreement for and on behalf of the party for whom they are signing.

(p) **Interpretation.** All references to Sections shall be deemed references to Sections of this Agreement, except as otherwise provided. As used herein, the singular includes the plural, the plural includes the singular, and words in one gender include the other. As used herein, the terms "herein," "hereunder" and "hereof" refer to the whole of this Agreement, the terms "include," "includes" or "including" shall be deemed to be followed by the words "without limitation," and "or" is disjunctive but not necessarily exclusive. Section headings are for reference purposes only and are not intended to create substantive rights or obligations. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation of this Agreement. Any ambiguities will be clarified in an equitable manner without regard to authorship and minor errors and misspellings will be corrected to give maximum effect to obvious intent.

(q) **Further Assurances.** Each party shall, at the request of the other party and without further consideration, execute and deliver such other and further instruments and documents, and take such other action as the other party may reasonably deem necessary, convenient, or desirable in order to more effectively assist the other party in exercising all rights with respect thereto, and carrying out the business, duties and obligations created by this Agreement.

(r) **Neutral Construction.** This Agreement has been drafted with the co-operation and participation of all parties and, therefore, the parties waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Customer	**Company**
City of Carson, a California municipal corporation	VelocityEHS, Inc.
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
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Data Processing Addendum

This Data Processing Addendum ("**Addendum**") supplements the VelocityEHS Master Subscription & Services Agreement (the "**Agreement**") entered into by and between VelocityEHS, Inc. ("**VelocityEHS**") and the entity indicated on the applicable Customer Order Form (defined in the Agreement as "**Customer**"). Any terms not defined in this Addendum shall have the meaning set forth in the Agreement.

1. Definitions

1.1 "**Applicable Laws**" means any applicable laws, rules, and regulations in any relevant jurisdiction applicable to the Addendum, the Agreement, or the use or Processing of Personal Data, including those concerning privacy, data protection, confidentiality, information security, availability and integrity, or the handling of Personal Data. Applicable Laws expressly include, as applicable: the EU/UK Data Protection Laws and US Data Protection Laws.

1.2 "**Authorized Employee**" means an employee of either Party or an employee of a Party's Affiliate who has a need to know or otherwise access Personal Data in order to enable a Party to perform its obligations under this Addendum or the Agreement and who has committed themselves to confidentiality or is subject to confidentiality obligations, who has been apprised of the confidential nature of Personal Data before they may access such data and who has undergone appropriate background screening and training.

1.3 "**Authorized Persons**" means those persons who are authorised or permitted to act on behalf of the relevant Party under this Agreement (and, if named, expressly set out in the Instructions).

1.4 "**Authorized Subcontractor**" means any subcontractor who is authorised to act as a subcontractor under, in accordance with and subject to the terms of this Agreement.

1.5 "**Data Controller**" means the Customer which alone determines the purposes and means of the Processing of Personal Data.

1.6 "**Data Processor**" means VelocityEHS which Processes Personal Data on behalf of and pursuant to the instructions of Customer.

1.7 "**Data Subject**" means a natural person who can be identified, directly or indirectly, by reference to an identifier such as a name, identification number, location data, an online identifier, or to one or more factors specific to the identity of that natural person.

1.8 "**Data Subject Rights**" means the rights recognized and granted to Data Subjects with respect to their Personal Data under Applicable Laws, including, when effective, the GDPR.

1.9 "**EU/UK Data Protection Laws**" means (i) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**EU GDPR**" or "**GDPR**"), (ii) the Swiss Federal Act on Data Protection, (iii) the EU GDPR as it forms part of the law of England and Wales by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); (iv) the UK Data Protection Act 2018; (v) the Privacy and Electronic

Communications (EC Directive) Regulations 2003, including any implementing regulations or directives to each EU/UK Data Protection Laws, as amended, made effective, or supplemented from time to time.

1.10 "**EU SCCs**" means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of Personal Data to countries not otherwise recognized as offering an adequate level of protection for Personal Data by the European Commission; available at: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en (as amended and updated from time to time).

1.11 "**ex-EEA Transfer**" means the transfer of Personal Data, which is Processed in accordance with the GDPR, outside the European Economic Area (the "EEA"), and such transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.

1.12 "**ex-UK Transfer**" means the transfer of Personal Data, which is Processed in accordance with the UK GDPR and the Data Protection Act 2018, outside the United Kingdom (the "**UK**"), and such transfer is not governed by an adequacy decision made by the Secretary of State in accordance with the relevant provisions of the UK GDPR and the Data Protection Act 2018.

1.13 "**ex-Swiss Transfer**" means the transfer of Personal Data outside of Switzerland.

1.14 "**Instructions**" means those instructions, whether oral (where subsequently confirmed in writing) or in writing, which are conveyed to VelocityEHS by Customer.

1.15 "**Personal Data**" means any information relating to an identified or identifiable living individual that is processed by either Party as a result of, or in connection with, the provision of the Services under the Agreement. An identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual. Personal Data includes "personal data," "personal information," "non-public personal information," "non-public information," "sensitive data," "sensitive personal information," "protected health information," and other similar terms as defined in Applicable Data Protection Laws.

1.16 "**Personal Data Breach**" or "**Reportable Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed that needs to be reported to a Competent Supervisory Authority or other applicable government entity.

1.17 "**Processing**" or the equivalent term has the meaning given to in the Applicable Data Protection Laws.

1.18 "**Sell**" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual's Personal Data by the business to another business or a third party for monetary or other valuable consideration. Without limitation, Sell includes "sell," "selling," "sale," or "sold" as defined in Applicable Data Protection Laws.

1.19 "**Services**" shall have the meaning set forth in the Agreement.

1.20 "**Share**" means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual's Personal Data to a third party, including, but not limited to, for purposes of Targeted Advertising. Without limitation, Share includes "share," "shared," or "sharing" as defined in Applicable Data Protection Laws.

1.21 "**Standard Contractual Clauses**" means the EU SCCs and the UK Data Transfer Addendum.

1.22 "**Supervisory Authority/ies**" or "**Competent Supervisory Authority/ies**" means those supervisory authorities who are authorised to oversee, issue guidance in relation to and enforce UK GDPR or GDPR.

1.23 "**Targeted Advertising**" means the targeting of advertising to an individual based on the individual's Personal Data obtained from the individual's activity across businesses, distinctly branded websites, applications, or services, other than the business, distinctly branded website, application, or service with which the individual intentionally interacts. Without limitation, Targeted Advertising includes "cross-context behavioral advertising" as defined in the Applicable Data Protection Laws, "targeted advertising" and other similar terms as may be defined in Applicable Data Protection Laws.

1.24 "**UK Data Transfer Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses Version B1.0, in force 21 March 2022 issued by the UK Information Commissioner under S119A(1) Data Protection Act 2018, available at: https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/international-data-transfer-agreement-and-guidance/.

1.25 "**US Data Protection Laws**" means (i) the Federal Trade Commission Act, (ii) federal and state data breach notification laws, (iii) the California Consumer Privacy Act as amended by the California Privacy Rights Act, (iv) the Virginia Consumer Data Protection Act, (v) the Colorado Privacy Act, (vi) the Utah Consumer Privacy Act and (vii) Connecticut Data Privacy Act, and other state and federal statutes relating to Processing of information, including any implementing regulations to each US Data Protection Laws, as amended, made effective, or supplemented from time to time.

2. Processing of Data

2.1 The parties shall comply with this Addendum at all times during the term of the Agreement. Any failure by either party to comply with the obligations set forth in this Addendum, or any Personal Data Breach, will be considered a material breach of the Agreement, and the other party will have the right, without limiting any of the rights or remedies under this Addendum or the Agreement, or at law or in equity, to immediately terminate the Agreement for cause.

2.2 The rights and obligations of VelocityEHS with respect to Processing are described herein and in the Agreement. The subject matter, nature, purpose, and duration of this Processing, as well as the types of Personal Data collected and categories of Data Subjects involved, are described in Exhibit 1 to this Addendum. Authorized Employees of VelocityEHS may be located in the EU, UK, US, Canada, or Australia and the Personal Data of Customer may be Processed in the EU, UK, US, Canada, or Australia pursuant to the terms of this Addendum and the Agreement.

2.3 VelocityEHS shall only Process Personal Data for the limited and specified purposes described in Exhibit 1, the terms and conditions set forth in this Addendum and in any Instructions, which shall include rights and obligations regarding onward transfer.

2.4 Each Party will comply with its respective obligations under Applicable Laws. Customer will: (i) use the Services in a manner designed to ensure a level of security appropriate to the Personal Data Processed, such as pseudonymizing and backing-up Personal Data; and (ii) obtain all necessary consents, permissions and rights under the Applicable Laws for VelocityEHS to lawfully Process the Personal Data provided by Customer for the purposes set forth in this Addendum and the Agreement, including, without limitation, Customer's sharing or receiving of Personal Data with third-parties in connection with the Services.

2.5 VelocityEHS shall have no obligation to assess the contents or accuracy of Personal Data provided by Customer, including to identify information subject to any specific legal, regulatory, or other requirement. Customer is responsible for making an independent determination as to whether its use of the Service will meet Customer's requirements and legal obligations under Applicable Laws.

2.6 VelocityEHS acknowledges and confirms that it does not receive any Personal Data from Customer as consideration for any services or other items provided to Customer. Except as expressly set forth in the Agreement, VelocityEHS shall not have, derive or exercise any rights or benefits regarding Personal Data and VelocityEHS shall not Sell or Share any Personal Data, or use Personal Data for Targeted Advertising. VelocityEHS shall not retain, use or disclose any Personal Data except as necessary for the specific purpose of performing the services for Customer pursuant to the Agreement. VelocityEHS certifies, represents, and warrants that it understands the rules, restrictions, requirements and definitions of the US Data Protection Laws and agrees to refrain from taking any action that would cause any transfers of Personal Data to or from VelocityEHS to qualify as a sale of Personal Data under the US Data Protection Laws.

2.7 VelocityEHS will host Personal Data provided by Customer in the region(s) offered by VelocityEHS and selected by Customer on a Customer Order Form or as Customer otherwise designates in connection with the Services (the "**Hosting Region**"). Customer is solely responsible for the regions from which its Authorized Persons access Personal Data, for any transfer or sharing of Personal Data by Customer or its Authorized Persons, and for any subsequent designation of other Hosting Regions. Once Customer has designated a Hosting Region, VelocityEHS will not Process Personal Data provided by Customer from outside the designated Hosting Region except as reasonably necessary for the provision of the Services as set forth in the Agreement, or as necessary to comply with the law or binding order of a governmental body.

3. Technical and Organizational Measures

At a minimum, and without limiting the foregoing, VelocityEHS represents and warrants that it shall maintain all Personal Data in strict confidence and provide a level of security appropriate to the particular risks of accidental, unlawful, or unauthorized destruction, loss, alteration, disclosure or access of Personal Data presented by the processing and the Personal Data (collectively, "**Risks**"), including (i) limiting access to Personal Data to Authorized Persons only; (ii) ensuring that all Authorized Persons have committed themselves to confidentiality or are subject to confidentiality obligations, or are made aware of the confidential nature of Personal Data before they may access such data; (iii) securing its physical, technical, and administrative infrastructure, including all relevant business facilities, data centers, paper files, servers, networks, platforms, databases, cloud computing resources, back-up systems, passwords and credentials, hardware, and mobile devices; (iv) implementing authentication and access controls within

all relevant media, applications, networks, operating systems and equipment; (v) encrypting Personal Data when transmitted over public or wireless networks or where otherwise appropriate in light of the Risks; (vi) strictly segregating Personal Data from information of VelocityEHS or its employees or other customers; (vii) maintaining appropriate personnel security and integrity procedures and practices, as set forth in Section 4 of this Addendum; (viii) maintaining written plans and policies for responding to Personal Data Breaches; (ix) maintaining and regularly testing processes for restoring the availability and access to Personal Data in a timely manner in the event of a Personal Data Breach; (x) regularly testing, assessing, and evaluating the effectiveness of its technical and organizational security measures; and (xi) any other measures necessary to ensure the ongoing confidentiality, integrity, and availability of Personal Data and the ongoing security and resilience of systems and services used for processing.

4. Authorized Persons and Affiliates

4.1 Customer acknowledges and agrees that VelocityEHS may engage the Authorized Subcontractors listed in Exhibit 2(D) to this Addendum to access and process Personal Data in connection with the Services. VelocityEHS represents, warrants, and covenants that it has not and will not permit any other third party other than VelocityEHS and its Authorized Employees to Process Personal Data on behalf of VelocityEHS in its provision of Services to Customer without the prior written consent of Customer. Only upon such prior written consent shall any such third party be considered an Authorized Subcontractor. VelocityEHS shall submit the request for Customer's prior written authorization at least ten (10) days prior to the engagement of any such third party, together with any information necessary to enable Customer to decide on such authorization.

4.2 VelocityEHS represents, warrants, and covenants that it has executed written agreements with each Authorized Subcontractor that bind them to all obligations set forth in this Addendum with respect to the Processing of the Personal Data.

4.3 VelocityEHS shall be responsible for the acts and omissions of Authorized Subcontractors and any other of its subcontractors, independent contractors, and other service providers to the same extent that VelocityEHS would itself be liable under this Addendum had it conducted such acts or omissions.

4.4 VelocityEHS's obligations set forth in this addendum also extend to Affiliates of Customer, subject to the following conditions:

A. Customer must exclusively communicate any additional Processing instructions requested directly to VelocityEHS, including instructions from Affiliates of Customer;

B. Customer shall be responsible for Customer's Affiliates' compliance with this Addendum and all acts and omissions by an Affiliate with respect to Customer's obligations in this Addendum shall be considered the acts and omissions of Customer; and

C. Affiliates of Customer shall not bring a claim directly against VelocityEHS. If an Affiliate of Customer seeks to assert a legal demand, action, suit, claim, proceeding or other forms of complaints or proceedings against VelocityEHS ("**Affiliate Claim**"): (i) Customer must bring such Affiliate Claim directly against VelocityEHS on behalf of such Affiliate, unless Applicable Laws require the Affiliate be a party to such claim; and (ii) all Affiliate Claims shall be considered claims made by Customer and shall be subject to any liability restrictions set forth in the Agreement, including, but not limited to, any aggregate limitation of liability.

5. Personal Data Breach Notification

5.1 VelocityEHS shall notify Customer promptly and without undue delay, but in any event, not more than forty-eight (48) hours after becoming aware of a Personal Data Breach and shall, in a written report, provide sufficient information to enable Customer to comply with its obligations under Applicable Laws with respect to such Personal Data Breach, including any obligation to report or notify such Personal Data Breach to Supervisory Authorities and/or Data Subjects, as applicable.

5.2 As soon as reasonably practicable after providing the report described in Section 5.1, VelocityEHS shall provide Customer with a report on its initial findings regarding the Personal Data Breach, and thereafter shall provide regular updates describing subsequent findings with respect to such Personal Data Breach. As soon as reasonably practicable after VelocityEHS has concluded its examination of the Personal Data Breach, it shall provide Customer with a final report regarding the Personal Data Breach.

5.3 VelocityEHS and/or any relevant Authorized Subcontractor shall use its best efforts to immediately mitigate and remedy any Personal Data Breach and prevent any further Personal Data Breach or recurrence thereof, in accordance with Applicable Laws.

5.4 VelocityEHS nor any Authorized Subcontractor shall publicly disclose any information regarding any Personal Data Breach without Customer's prior written consent, except that VelocityEHS and any relevant Authorized Subcontractor may disclose any Personal Data Breach to (i) its own employees, customers, advisors, agents, or contractors, or (ii) where and to the extent explicitly compelled to do so by Applicable Laws, to applicable Supervisory Authorities and/or Data Subjects without Customer's prior written consent. Such consent will not be unreasonably withheld.

5.5 VelocityEHS and any relevant Authorized Subcontractor shall, at Customer's reasonable expense other than where the Personal Data Breach results from and/or arises in any way from the VelocityEHS's and/or any Authorized Subcontractor's breach, act, delay or commission, fully cooperate with Customer and provide any assistance necessary for Customer to comply with any obligations under Applicable Laws with respect to a Personal Data Breach, including obligations to report or notify a Personal Data Breach to Supervisory Authorities and/or Data Subjects. Such assistance may include drafting disclosures, press releases and/or other communications for Customer with respect to such Personal Data Breach.

6. Transfers of Personal Data

6.1 If VelocityEHS transfers Personal Data protected under this Addendum to a jurisdiction for which the European Commission has not issued an adequacy decision (each, a "**Restricted Transfer**"), VelocityEHS represents, warrants, and covenants that (i) Restricted Transfer by VelocityEHS may only be made to Authorized Persons as approved by Customer in accordance with Section 4 of this Addendum; (ii) any Restricted Transfer conducted by VelocityEHS or any Authorized Person shall be undertaken in accordance with the appropriate Standard Contractual Clauses entered into in accordance with Applicable Law; and (iii) that each Restricted Transfer will be made after appropriate safeguards have been implemented for the Restricted Transfer of Personal Data in accordance with Applicable Laws.

6.2 **Ex-EEA Transfers.** Ex-EEA Transfers are made pursuant to the EU SCCs, which are deemed entered into and incorporated into this Addendum by reference. For the purposes of the EU SCCs, the appropriate module shall be Module Two (Controller to Processor), with the following options:

A. The optional docking clause in Clause 7 does apply;

B. Option 2 in Clause 9 is selected, and the time period is 10 days;

C. In Clause 11, the optional language does not apply;

D. All square brackets in Clause 13 are hereby removed;

E. In Clause 17 (Option 1), the EU SCCs will be governed by Irish law;

F. In Clause 18(b), disputes will be resolved before the courts of the Republic of Ireland;

G. Exhibit 2 to this Addendum contains the information required in Annex I of the EU SCCs;

H. Exhibit 3 to this Addendum contains the information required in Annex II of the EU SCCs; and

I. By entering into this Addendum, the parties are deemed to have signed the EU SCCs incorporated herein, including its Annexes.

6.3 **Ex-UK Transfers**. Ex-UK Transfers are made pursuant to the UK Data Transfer Addendum, which is deemed entered into and incorporated into this Addendum by reference. For the UK Data Transfer Addendum, where applicable the following applies:

A. Exhibit 4 to this Addendum contains the information required in Part 1 – Tables, of the UK Data Transfer Addendum; and

B. By entering into this Addendum, the parties are deemed to have signed the UK Data Transfer Addendum incorporated herein.

6.4 **Ex-Swiss Transfers.** Transfers from Switzerland are made pursuant to the EU SCCs with the following modifications:

A. The terms "General Data Protection Regulation" or "Regulation (EU) 2016/679" as utilized in the EU SCCs shall be interpreted to include the Federal Act on Data Protection of 19 June 1992 (the "FADP," and as revised as of 25 September 2020, the "Revised FADP") with respect to data transfers subject to the FADP.

B. The terms of the EU SCCs shall be interpreted to protect the data of legal entities until the effective date of the Revised FADP.

C. Clause 13 of the EU SCCs is modified to provide that the Federal Data Protection and Information Commissioner ("**FDPIC**") of Switzerland shall have authority over data transfers governed by the FADP and the appropriate EU supervisory authority shall have authority over data transfers governed by the GDPR. Subject to the foregoing, all other requirements of Section 13 shall be observed.

D. The term "EU Member State" as utilized in the EU SCCs shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCCs.

6.5 **Non-Defined Data Protection Law.** If Customer wishes for VelocityEHS to process data under a governing jurisdiction not otherwise defined in this Addendum, Customer has the obligation to inform VelocityEHS prior to commencing such processing activities. The parties agree to negotiate separate terms and conditions, in good faith, addressing such law on a case-by-case basis.

6.6 **Supplementary Measures.** In respect of any ex-EEA Transfer or ex-UK Transfer, the following supplementary measures shall apply:

A. As of the date of this Addendum, VelocityEHS has not received any formal legal requests from any government intelligence or security service/agencies in the country to which the Personal Data is being exported, for access to (or for copies of) either Party's Personal Data ("**Government Agency Requests**").

B. Where allowed by Applicable Law, if after the date of this Addendum, VelocityEHS receives any Government Agency Requests, VelocityEHS shall attempt to redirect the law enforcement or government agency to request that data directly from Customer. As part of this effort, VelocityEHS may provide Customer's basic contact information to the government agency. If compelled to disclose Customer's Personal Data to a law enforcement or government agency, VelocityEHS shall give Customer reasonable notice of the demand, where allowed by Applicable Law, and cooperate to allow Customer to seek a protective order or other appropriate remedy unless VelocityEHS is legally prohibited from doing so. VelocityEHS shall not voluntarily disclose Personal Data to any law enforcement or government agency. VelocityEHS shall (as soon as reasonably practicable) discuss and determine whether all or any transfers of Personal Data pursuant to this Addendum should be suspended in the light of such Government Agency Requests.

C. If Applicable Laws require the parties to execute the Standard Contractual Clauses applicable to a particular transfer of Personal Data as a separate agreement, the parties shall, promptly execute such Standard Contractual Clauses incorporating such amendments as may reasonably be required to reflect the applicable appendices and annexes, the details of the transfer and the requirements of the relevant Applicable Laws.

D. If either (i) any of the means of legitimizing transfers of Personal Data outside of the EEA or UK set forth in this Addendum cease to be valid or (ii) any supervisory authority requires transfers of Personal Data pursuant to those means to be suspended, each Party agrees to amend the means of legitimizing transfers or alternative arrangements with Customer, with effect from the date set out in such notice, amend or put in place alternative arrangements in respect of such transfers, as required by Applicable Laws.

7. Data Governance

7.1 The Customer is solely responsible for all obligations of the Data Controller, business, or equivalent term under the Applicable Laws, including but not limited to determination of the lawful basis of processing, receiving any applicable consents, and responding to data subject or consumer requests.

7.2 VelocityEHS will retain any Personal Data provided by Customer for the term of the Agreement plus one month or a term otherwise agreed between the parties in writing (the "**Data Retention Period**"). Upon expiration of the Data Retention Period, all Personal Data will be destroyed or anonymized.

Customer is responsible for notifying VelocityEHS, if the destruction or anonymization of Personal Data pursuant to this Section 7.2 is not in compliance with Applicable Law.

7.3 Where and to the extent disposal of Personal Data in accordance with Section 7.2 is explicitly prevented by Applicable Law(s) or technically infeasible, VelocityEHS and/or Authorized Persons, as applicable, shall (i) take measures to block such Personal Data from any further Processing (except to the extent necessary for continued Processing explicitly required by Applicable Law(s)), and (ii) continue to exercise appropriate technical and organizational security measures to protect such Personal Data until it may be disposed of in accordance with Section 7.2.

7.4 In addition to the terms and conditions set forth in Section 10 (Indemnification) of the Agreement, Customer will indemnify, hold harmless, and, at the option of VelocityEHS, defend VelocityEHS from and against any losses resulting from any third-party Claim alleging or based on Customer's breach of its obligations as a Data Controller under this Agreement.

8. Rights of Data Subjects

VelocityEHS will provide such assistance as is reasonably required to enable Customer including by appropriate technical and organisational measures insofar as this is possible, to comply with Data Subject Rights requests within the time limits imposed by Applicable Laws.

9. Audits

VelocityEHS shall ensure that a third-party audit of its security and privacy controls is executed on an annual basis and, upon written request by Customer, provide Customer with the results of such audit.

10. Data Protection Impact Assessments and Consultations with Supervisory Authorities

If applicable, VelocityEHS will assist Customer in conducting data protection impact assessments (DPIAs) of any processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives, accordingly, provided such assistance is limited to no more than one request per calendar year. VelocityEHS reserves the right to invoice customer for reasonable fees incurred as part of any request made under this Section.

11. Information Provision

Upon written request from Customer, VelocityEHS will make available to Customer all information necessary to reasonably demonstrate compliance with the obligations set out in this Addendum. Examples of information to demonstrate compliance would include a SOC 2 Type II audit by an independent third party.

12. Miscellaneous

12.1 The parties agree that this Addendum shall replace and supersede any existing data processing addendum, attachment, exhibit, or standard contractual clauses that VelocityEHS and Customer may have previously entered into in connection with the Services.

12.2 This Addendum may be amended or modified only by a writing signed by both parties. Both parties may disclose this Addendum to third parties (including other controllers, Data Subjects, and regulators) for purposes of demonstrating compliance with Applicable Laws.

12.3 In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable terms in the EU SCCs or UK Data Transfer Addendum (where applicable); (2) the terms of this Addendum; and (3) the Agreement.

Exhibit 1
Details of Processing

Nature and Purpose of Processing: Each Party will Process Customer's Personal Data as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this Addendum, and in accordance with Customer's instructions as set forth in this Addendum. The nature of Processing shall include:

The parties will process Personal Data as necessary to fulfil the Party's obligations under the Agreement and as otherwise set forth in this Addendum.

Duration of Processing: The term of the Agreement.

Continuous for the term of the services agreement between the data exporter and data importer.

Categories of Data Subjects: Categories of data subjects whose personal data is transferred include:

Customer's employees, contractors, trainees, agents, or other personnel.

Categories of Personal Data: Categories of Personal Data include:

- identity information (e.g., name, age/date of birth, gender, photograph)
- contact information (e.g., phone number, address, email address)
- education information (e.g., transcript, education history, credential, or file)
- employment information (e.g., employer, job title, salary)
- location data (e.g., GPS, Bluetooth, GSM)
- data that reasonably can be tied to a specific individual or computer, mobile telephone or tablet, such as IP address, MAC address, or advertising ID.

Special categories of data / sensitive Personal Data

The Personal Data transferred concerns the following special categories of data (please specify):

(a) No special category data is expected to be processed; or

(b) As defined in the Customer Order Form or a Statement of Work.

Exhibit 2

The following includes the information required by Annex I and Annex III of the EU SCCs.

A. LIST OF PARTIES

For transfers of EU Personal Data:

Data exporter(s):

Name: [INSERT]

Address: [INSERT]

Contact person's name, position, and contact details:
[INSERT]

Activities relevant to the data transferred under these Clauses:
The data importer provides services to the data exporter in accordance with the Agreement.

Role: Data Controller

Data importer(s):

Name: VelocityEHS, Inc.

Address: 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654

Contact person's name, position, and contact details:
Bill Blount, SVP & CIO, BBlount@ehs.com

Activities relevant to the data transferred under these Clauses:
The data importer provides services to the data exporter in accordance with the Agreement.

Role: Data Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose Personal Data is transferred:

As described in Exhibit 1.

Categories of Personal Data transferred:

As described in Exhibit 1.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

As described in Exhibit 1.

Nature of the processing:

As described in Exhibit 1.

Purpose(s) of the data transfer and further processing:

As described in Exhibit 1.

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:

As described in Exhibit 1.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

As described in Section D below.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13.

For transfers of EU Personal Data:

Name: Data Protection Commission, Ireland

Address: 21 Fitzwilliam Square South Dublin 2 D02 RD28 Ireland

For transfers of UK Personal Data:

Name: UK Information Commissioner's Office

Address: Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

D. LIST OF SUB-PROCESSORS

Sub-processors utilized by VelocityEHS, and associated solutions are identified below. Customer acknowledges that the location of the server(s) is solution dependent and may vary depending on the Customer Order Form or SOW. Customer further acknowledges that, pursuant to Section 4 of this Addendum, the list of sub-processors may be updated from time to time.

1) Name: AWS

Description of processing:	Cloud Hosting of solution data.
Applicable Solution(s):	Accelerate, Chemical Management, Control of Work, Emergency Response Services, Ergonomics, Industrial Hygiene, and Training & Learning
Location of Servers:	U.S., E.U., or Australia

2) Name: Azure

Description of processing:	Cloud Hosting of solution data.
Applicable Solution(s):	EH&S, ESG, and Operational Risk
Location of Servers:	U.S., Canada, or Australia

3) Name: Cloudflare

Description of processing:	Firewall WAF provision.
Applicable Solution(s):	All solutions.
Location of Servers:	U.S.

4) Name: Salesforce

Description of processing:	Form hosting to allow Customers to raise requests with the VelocityEHS Customer Support Team.
Applicable Solution(s):	All of them, except for Control of Work and Operational Risk
Location of Servers:	U.S.

5) Name: **Innovative Solutions**

Description of processing:	AWS integration partner.
Applicable Solution(s):	All solutions.
Location of Servers:	U.S.

6) Name **Hubspot**

Description of processing:	Form hosting to allow Customers to raise requests with the VelocityEHS Customer Support Team.
Applicable Solution(s):	Control of Work
Location of Servers:	E.U.

7) Name: **JIRA**

Description of processing:	Form hosting to allow Customers to raise requests with the VelocityEHS Customer Support Team.
Applicable Solution(s):	Operational Risk
Location of Servers:	Australia

8) Name: **Pendo**

Description of processing:	Analytics.
Applicable Solution(s):	Accelerate, Chemical Management, Control of Work, Emergency Response Services, Ergonomics, ESG, Industrial Hygiene, Operational Risk, and Training & Learning
Location of Servers:	U.S.

9) Name: **Logz.io**

Description of processing:	Logs exceptions
Applicable Solution(s):	Chemical Management
Location of Servers:	U.S.

10) Name: **Mulesoft**

Description of processing: Integration platform that allows VelocityEHS to connect with third-party services.

Applicable Solution(s): EH&S and Accelerate

Location of Servers: U.S.

11) Name: **Snowflake**

Description of processing: Data storage and aggregation.

Applicable Solution(s): Accelerate

Location of Servers: U.S. or E.U.

12) Name: **Sendgrid**

Description of processing: Notifications

Applicable Solution(s): Emergency Response Services and Training & Learning

Location of Servers: U.S.

13) Name: **AuthO**

Description of processing: Logs

Applicable Solution(s): Operational Risk

Location of Servers: Australia

14) Name: **JIRA**

Description of processing: Notifications

Applicable Solution(s): Training & Learning

Location of Servers: U.S.

15) Name: **Tollfreeforwarding**

Description of processing: Call routing

Applicable Solution(s): Emergency Response Services

Location of Servers: U.S.

16) Name: **Language Scientific**

Description of processing: Translations

Applicable Solution(s): Emergency Response Services

Location of Servers: U.S.

17) Name: **Certified Languages**

Description of processing: Translations

Applicable Solution(s): Emergency Response Services

Location of Servers: U.S.

18) Name: **Languageline Solutions**

Description of processing: Translations

Applicable Solution(s): Emergency Response Services

Location of Servers: U.S.

19) Name: **Sangoma**

Description of processing: Calls & Recordings

Applicable Solution(s): Emergency Response Services

Location of Servers: Canada

Exhibit 3

Description of the Technical and Organisational Security Measures implemented by VelocityEHS:

As described in Section 3 of the Addendum.

Exhibit 4

Table 1: Parties

Start date	As defined in the Agreement	
The Parties	**Importer/Exporter (who sends/receives the Restricted Transfer)**	**Importer/Exporter (who sends/receives the Restricted Transfer)**
Parties' details	Full legal name: VelocityEHS, Inc. Trading name (if different): Main address (if a company registered address): 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654 Official registration number (if any) (company number or similar identifier): 07061995	Full legal name: As defined in Exhibit 2(A) of this Addendum Trading name (if different): Main address (if a company registered address): As defined in Exhibit 2(A) of this Addendum Official registration number (if any) (company number or similar identifier):
Key Contact	Full Name (optional): Bill Blount Job Title: SVP & CIO Contact details including email: bblount@ehs.com	Full Name (optional): [INSERT] Job Title: [INSERT] Contact details including email: [INSERT]

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		[x] The version of the Approved EU SCC's which this Addendum is appended to, detailed below, including the Appendix information: Date: As defined in the Agreement Reference (if any): VelocityEHS Master Subscription & Services Agreement entered into by and between VelocityEHS, Inc. and [INSERT]. Other identifier (if any): Or ☐ the Approved EU SCC's, including the Appendix information and with only the following modules, clauses or optional provisions of the Approved EU SCC's brought into effect for the purposes for this Addendum.				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	No	N/A	N/A			
2	Yes	Yes	No	General	10 days	
3	No	N/A	N/A	N/A	N/A	
4	No	N/A	N/A			N/A

Table 3: Appendix Information

"Appendix Information" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: As set forth in Annex 1A of the EU SCCs.

Annex 1B: Description of Transfer: As set forth in Annex 1B of the EU SCCs.

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: As set forth in Annex II of the EU SCCs.

Annex III: List of Sub processors (Modules 2 and 3 only): As set forth in Annex 3 to the EU SCCs.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which parties may end this Addendum as set out in Section 19 of the ICO's Standard Data Protection Clauses: [X] Importer [X] Exporter ☐ neither Party

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer CMO Administration

Subject: CONSIDER AWARDING A CONTRACT SERVICE AGREEMENT TO CASCADIA CONSULTING GROUP, INC TO UPDATE THE CITY OF CARSON'S CLIMATE ACTION PLAN AND ADOPTION OF RESOLUTION NO. 25-085 " A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" (CITY COUNCIL)

I. SUMMARY

On March 27, 2025, the City issued a Request for Proposals (RFP) No. 25-021 to solicit qualified and experienced consultants to provide professional consulting services for the update of the City of Carson's Climate Action Plan (CAP) and received six (6) proposals (Exhibit No. 1).

The proposals were evaluated, scored, and ranked. The firms with the top two scoring proposals were shortlisted and invited to participate in an interview. After this thorough evaluation process, Cascadia Consulting Group, Inc. was identified as the top firm, and a Notice of Intent to Award was issued to all the proposers on July 24, 2025 (Exhibit No. 2).

Staff is now requesting that the City Council approve a contract services agreement with Cascadia Consulting Group, Inc., for an amount not to exceed $150,000.00, to update the CAP (Exhibit No. 3), and approve adoption of Resolution No. 25-085 " A resolution of the City of Carson City Council approving budget amending the fiscal year 2025-26 budget in the General Fund and Special Revenue Funds" (Exhibit No. 5). The services will mainly be performed from September 2025 to March 2027, focusing on the preparation and adoption of the CAP update.

Awarding the proposed contract will enable the City to update greenhouse gas emissions data, align with current climate science, and stay consistent with local, state, and federal policies. The revised CAP will focus on the most effective strategies to significantly cut emissions while promoting equity and inclusion in the City's climate efforts.

II. RECOMMENDATION

1. AWARD and APPROVE the proposed Contract Services Agreement with Cascadia Consulting Group, Inc. in the amount of $150,000.00.

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

3. ADOPT Resolution No. 25-085 "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS"

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate, and consistent with the requirements of applicable law.

IV. BACKGROUND

The City of Carson received a $50,000 grant from the Southern California Gas Company (SoCalGas) through the Climate Adaptation and Resiliency Grant program to prepare a CAP Update (Exhibit No. 4). The City plans to supplement this with an additional $100,000 from the General Fund, bringing the total to $150,000 for the CAP Update.

On March 27, 2025, the City issued Request for Proposals (RFP) No. 25-021 to seek qualified and experienced consultants for professional services to update the City of Carson's Climate Action Plan (CAP). On May 8, 2025, Purchasing received six (6) proposals documented in the attached bid register from the following companies:

1. Blue Strike Environmental, Inc.
2. Cascadia Consulting Group, Inc.
3. Dudek
4. Dyett and Bhatia Urban and Regional Planners
5. Keramida Environmental, Inc.
6. Rincon Consultants, Inc.

The proposals were reviewed for responsiveness, evaluated, scored, and ranked by an internal City review committee. Proposals were assessed based on the criteria specified in the RFP, including project understanding and approach, experience and staff, timeline and cost, and formatting. Two (2) of the six (6) firms that submitted proposals were invited for interviews.

The review committee consisted of City staff from the Departments of Planning, Innovation and Sustainability, and the City Manager's Office. The two firms that were interviewed effectively communicated their qualifications, project understanding, approach, and schedule. The final ranking results are shown below in Table 1.

Table 1. Ranking

Vendor	Proposal Ranking	Interview Ranking
Blue Strike Environmental, Inc.	1	2
Cascadia Consulting Group, Inc.	2	1
Dudek	5	-
Dyett and Bhatia Urban and Regional Planners	3	-
Keramida Environmental, Inc.	6	-
Rincon Consultants, Inc.	4	-

Cascadia Consulting Group, Inc., has worked with cities such as Beverly Hills, Ventura, Pico Rivera, Mountain View, San Francisco, and Santa Clara, building a strong reputation for creating data-driven, community-focused Climate Action Plans. They focus on greenhouse gas analysis, aligning policies with local and state goals, and engaging the public inclusively. In partnership with Raimi & Associates and David J. Powers & Associates, Cascadia Consulting Group, Inc., offers comprehensive climate planning services that are practical and equitable.

V. FISCAL IMPACT

The total estimated cost of the project is $150,000.00, with funding allocated in the FY 2025/26 budget as follows:

$100,000 from the General Fund account no. 101-52-510-101-6004; and

$50,000 from the SoCal Gas Community Investment Fund – Carson Climate Action Plan account no. 101-99-999-162-6004.

Additionally, the City has already received the $50,000 from SoCal Gas, and a budget amendment is required to account for this expenditure as outlined in Resolution No. 25-085 (Exhibit No. 5).

VI. EXHIBITS

1. Bid Register
2. Notice of Intent to Award
3. Contract Services Agreement with Cascadia Consulting Group, Inc.
4. SoCal Gas Grant Award Letter
5. Resolution No. 25-085

Attachments

1. RFP 25-021 BID Register.pdf
2. NOI_PlanetBids.pdf
3. (Cascadia) Contract for Services.pdf
4. SoCal Gas Grant Award Letter.pdf
5. Reso Budget Amendment 25-085.pdf

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 25-021 CLIMATE ACTION PLAN (CAP) UPDATE*

BID OPENING DATE: *05-08-25* **TIME:** *3:00 P.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Blue Strike Environmental	Andrea Green	5/8/25 1:08 p.m.			
2.	Cascadia Consulting Group	Eric Franzen	5/8/25 2:38 p.m.			
3.	Dudek	Joseph Monaco, AICP	5/8/25 1:29 p.m.			
4.	Dyett & Bhatia	Rajeev Bhatia	5/8/25 12:36 p.m.			
5.	Keramida Environmental Inc.	Emily Kubiszewska	5/8/25 2:32 p.m			
6.	Rincon Consultants, Inc.	John Dreher	5/8/25 2:55 p.m.			
7.						
8.						
9.						
10.						
11.						
12.						

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

Staff Present: Reata Kulcsar (Print Legibly) RK (Initials)

City Clerk: (Signature)

PlanetBids Opened By: Anuar Lopez O (Print Legibly) ALO (Initials)

City of Carson

CLIMATE ACTION PLAN (CAP) UPDATE RFP 25-021

Award Pending as of July 24, 2025

An Award is **Pending** to Cascadia Consulting Group

Notice of Intent to Award After a thorough evaluation of responses received, and in accordance with the City of Carson's Municipal Code and the criteria outlined in the solicitation documents, the City hereby announces its intent to award a contract to: • Cascadia Consulting Group Please note, no agreement shall be considered in effect until a formal contract has been fully executed by the City. Requests for public records should be directed to: cityclerk@carsonca.gov We appreciate the time and effort you invested in preparing a response to this solicitation, and we thank you for your interest in doing business with the City of Carson.

Item #	Item Code	Description	UOM	Qty
Complete Project				
1		CLIMATE ACTION PLAN (C...	Complete Project	1

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

THE CASCADIA CONSULTING GROUP, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
THE CASCADIA CONSULTING GROUP, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and THE CASCADIA CONSULTING GROUP, INC. a Washington 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 One-Hundred Fifty Thousand Dollars ($150,000) (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; (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:

Andrea Martin	Climate Action Director
(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 Reata Kulcsar, Energy and Sustainability Officer, or as otherwise 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 (Coverage Form ISO CGL CG 00 01 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, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 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, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. 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, 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 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.

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
[pks;rjl]

CONSULTANT:

THE CASCADIA CONSULTING GROUP, INC., a Washington corporation

By:_____
Name: Amity Lumper
Title: Chief Executive Officer

By:_____
Name:
Title:
Address: 1109 First Ave., Suite 400
Seattle, WA 98101

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 will develop and provide a new and updated Climate Action Plan ("CAP") with a fresh vision, clear goals, and actionable objectives that will serve as a standalone document. The updated CAP will provide a prioritized list of climate actions designed to align with emerging regional and statewide targets, offering some clarity on recent federal changes. The Project will involve collaboration with community partners and key stakeholders, ensuring that the needs of vulnerable populations are prioritized.

A. TASK 1. REVIEW OF RELEVANT DOCUMENTS

The Consultant will become familiar with the following documents and analyze any relevant state and regional programs to build context and avoid redundancies.

Document	Links
Carson Municipal Code	Carson Municipal Code
City of Carson Charter	FinalCityCharter2020.pdf
City of Carson Climate Action Plan (2017)	Carson CAP.pdf
Green House Gas Emissions Reports	EECAP_20150922_IFT_Carson_final_AB_revised.pdf Carson_Community_Inventory.pdf
City of Carson 2024 local hazard mitigation plan and amendment to the safety element of the General Plan – Planned adoption April 2025	DRAFT_City_of_Carson_Hazard_Mitigation_Plan 2024.pdf
City of Carson 2040 General Plan (2023)	https://ci.carson.ca.us/CommunityDevelopment/generalplan.aspx
Transportation Plans	carsonca/actions/6797ccccb7ce9a0054eb96f6/Carson_ATCCP_Report_Council_optimized.pdf
City of Carson Economic Development Strategic Plan (EDSP)	City of Carson Economic Development Strategic Plan (EDSP)
Energy Efficiency Climate Action Plan - 2015	EECAP_Carson_Final_20151218.pdf
South Bay Cities Council of Governments (SBCCOG) Sub-Regional Climate Adaptation Plan (2019)	Sub-Regional Climate Adaptation Plan
Reach codes (In development – Expected March 2026)	print.agendalink.app/v6/carsonca/67ad51cfcffa5300542b727a
Other Documents, as relevant	Kickoff_for_GHG_Emissions_Inventory_Update_Meeting_Notes.pdf

B. TASK 2. CONDUCT, COLLECT, AND COMPLETE GHG FORECASTING ANALYSIS

2.1 Assess and update plan goals in concert with a new, state-of-the-art GHG inventory, review the progress of CAP implementation to date, and incorporate the latest climate science and best practices along with current and anticipated state and federal climate goals.

2.2 Gather Agency and Community GHG Emission Data.

a) GHG Emissions Inventories for the years 2005, 2007, 2010, and 2012 were completed by the SBCCOG on behalf of Carson.
b) The SBCCOG has finalized the inventories for 2019 and 2020 and submitted them to the city. The city is seeking a consultant to conduct a peer review of this data.
c) GHG Emissions for 2021 and subsequent years have yet to be compiled, and the chosen consultant will need to collect this data.
d) ICLEI software was utilized.

2.3 Project what the City's Agency and Community GHG emissions would be under a "business as usual" model.

C. TASK 3: FACILITATE STAFF AND COMMUNITY ENGAGEMENT

The City anticipates utilizing the City Council, Planning Commission, and Environmental Commission to support the development of the CAP. In addition, the City desires to hold several public stakeholders meetings and community events to explain the CAP process and project goals, and to receive input on the CAP.

3.1 Prepare and facilitate up to three public stakeholder meetings and/or events during the contract. The exact timing and goals of the meetings will be developed in conjunction with the final scope of work and schedule.

3.2 Manage the City Council, Planning Commission, and Environmental Commission's efforts during the contract including:

a) Develop a plan for effectively engaging the Council and Commissioner throughout the project, including providing technical resources that will guide and inform them.
b) Assume all meetings and events will be in person unless otherwise specified.
c) Convening a kick-off meeting for each group that may include providing context and training for members.

d) Planning, preparing, and facilitating approximately seven to ten meetings, and incorporating feedback provided into interim and final work products as appropriate.

3.3 Provide a summary report with recommendations based on collected feedback.

3.4 Provide presentation slides, video Recordings, and Summary Slides of public participation efforts

D. TASK 4: RECOMMENDATION OF GHG REDUCTION AREAS

The Consultant shall identify policies and programs designed to reduce emissions and conserve energy. The Consultant shall develop a straightforward and scientific approach to assess and prioritize various recommended actions. The evaluation criteria will include factors such as the amount of GHGs reduced, a benefit-cost analysis, implementation feasibility, funding options for policy or program implementation, and additional recommendations from the Consultant. Outputs from the methodology will yield a clear suite of recommended measures for community members and decision-makers.

The Consultant shall identify relevant policies and programs aimed at reducing emissions and conserving energy. The Consultant must employ a straightforward, scientific approach to assess and prioritize potential actions. Evaluation criteria will encompass factors such as GHG reduction potential, benefit-cost analysis, implementation feasibility, funding options, and additional recommendations from the Consultant. The resulting output will yield a clear suite of recommended measures for community members and decision-makers.

E. TASK 5: DETERMINE SCENARIOS TO ACHIEVE OR EXCEED NEW GHG REDUCTION GOALS

5.1 Based on input received on previous tasks, propose strategies to achieve proposed GHG reduction goals.

5.2 Develop user-friendly prioritization methodology and a prioritization matrix for ranking focus areas, considering GHG reduction potential & cost-effectiveness, and funding availability.

F. TASK 6: DEVELOP A DRAFT CAP AND IDENTIFY IMPLEMENTATION FUNDING OPPORTUNITIES

The specific strategies and priority actions selected for the proposed 2030 and 2050 GHG reduction scenarios will be summarized into a Strategic Framework with specific near-term implementation plans (as appropriate) and schedule for longer-term implementation plan development.

a) Near-term action steps

b) Long-term action steps
c) Identification of agencies and departments responsible for
d) Implementation of action steps
e) Indicators for success
f) Appropriate methods to assess progress

In addition, the plan will include:

g) Executive Summary
h) Timeline of City's Climate Leadership
i) Introduction and Summary of the CAP Process
j) Community Outreach and Engagement
k) Greenhouse Gas Inventory, Projections, and Reduction Targets
l) Greenhouse Gas Emissions Reduction Measures
m) Climate action goals and milestones
n) Implementation and Monitoring
o) Funding and financing opportunities
p) Glossary
q) Appendices

G. TASK 7. CEQA REVIEW

Complete the required CEQA review for the CAP, including:

7.1 Complete all necessary environmental reviews for the purposes of future tiering and project streamlining.

7.2 Attend any related public meetings.

H. TASK 8: FINALIZE CAP

Incorporate comments and findings, as directed by City staff, into the final CAP.

8.1 Revise the CAP based on input from the City Council, Planning Committee, City staff, and the community, as appropriate; incorporate findings from the CEQA review process.

8.2 Prepare the final CAP.

I. TASK 9: PRESENTATIONS TO COMMISSION AND CITY COUNCIL

Support staff in preparing a report and presentation to the Planning Commission and City Council.

9.1 Provide staff reports and resolutions on CAP development and the final CAP.

9.2 Provide in-person presentations to the Planning Commission and City Council on the CAP development and the final CAP.

J. TASK 10: PRODUCE UPDATES FOR THE GENERAL PLAN

10.1 Based on the adopted CAP, develop language to include in a General Plan update.

10.2 Attend any public meetings concerning CAP updates to the General Plan

K. TASK 11: OPTIONAL DASHBOARD

At the request of City's Contract Officer, provide the following optional services at the cost detailed in Exhibit C.

Develop a visually appealing, easy-to-use dashboard that utilizes engaging storytelling and graphics, allowing Carson residents to track progress and understand their role in implementing the plan, as detailed in the Proposal.

L. TASK 12: OPTIONAL WEBSITE CONTENT

At the request of City's Contract Officer, provide the following optional services at the cost detailed in Exhibit C.

Develop content for use on the City websites, including but not limited to pictures, diagrams, charts, videos, and text, as detailed in the Proposal.

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

A. Task 1: Review of Relevant Documents

1. Document review database in Excel workbook

B. Task 2: Conduct, Collect, and Complete GHG Forecasting Analysis

1. Summary memo of document review, CAP goal assessment and recommended updates

2. GHG inventory review and recommendations memorandum

3. Updated communitywide and municipal operations GHG inventories

4. Complete file packaging of all relevant source data and files

5. GHG inventory update summary memorandum, including summary tables and figures

6. Business-as-usual forecast analysis

7. Adjusted business-as-usual (ABAU) forecast

8. CAP action strategy scenarios

C. Task 3: Facilitate Staff and Community Engagement (R+A)

1. Stakeholder engagement plan

2. Up to three public stakeholder meetings or events during the contract

3. Survey

4. Content for project website and social media

5. One to two combined study sessions for the Environmental Commission and the Planning Commission

6. One to two study sessions for the City Council

7. One presentation of the draft document to the Environmental & Planning Commission

8. Up to two City Council adoption hearings

D. Task 4: Recommendation of GHG Reduction Areas

1. Recommended GHG reduction actions

2. Multicriteria analysis

E. Task 5: Determine Scenarios to Achieve or Exceed New GHG Reduction Goals

1. Strategies and actions memo

2. Final wedge analysis with clear pathway toward target

3. Prioritization matrix and user guide

F. Task 6: Develop a Draft Cap and Identify Implementation Funding Opportunities

1. Two (2) administrative drafts

2. Public review draft

G. Task 7: CEQA Review (DJP&A)

1. Administrative draft initial study/addendum (ADIS)

2. Screencheck draft initial study/addendum

3. Public draft initial study/addendum

4. Optional: Draft and final Notice of Determination (NOD)

H. Task 8: Finalize CAP

1. Final Climate Action Plan

I. Task 9: Presentations to Commission and City Council (R+A)

1. R+A to work with City Staff to prepare staff reports and accompanying resolutions for Planning Commission and City Council

2. As requested, in-person presentation to Planning Commission and City Council on the CAP development and final CAP

J. Task 10: Produce Updates for the General Plan

1. Draft language incorporating CAP actions into the General Plan

2. Final General Plan updates

K. Task 11: Optional Dashboard

1. Dashboard

L. Task 12: Optional Website Content

1. Website content

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. Kick off meeting agenda and post-meeting summary

B. Project workplan

C. Detailed, dynamic schedule for outlining key deliverables and tracking progress

D. Biweekly check-in calls

E. Meeting agendas and summaries

F. Monthly invoices and progress reports

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. Laura Baetscher, Project Manager & Plan Development Lead

B. Andrea Martin, Principal-in-Charge

C. Walker Wells, Engagement Strategy Advisor

D. Shannon George, CEQA Advisor

E. Alicia Fennell, GHG & Mitigation Planning Lead

F. Osamu Kumasaka, Climate Policy Lead

G. Sami Taylor, Engagement Implementation Lead

H. Carolyn Mogollon, CEQA Lead

I. Stephanie Andrade, Associate, Greenhouse Gas Inventory Analyst & Project Support

J. Approved subcontractor, Raimi + Associates (R+A)

K. Approved subcontractor, David J. Powers & Associates, Inc. (DJP&A)

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 3.4 "Term," 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 ***two*** ~~one~~ (***2***~~1~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

II. Section 4.5 "Prohibition Against Subcontracting or Assignment," is hereby amended to read in its entirety as follows:

"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, ***with the exception of the subcontractors identified in the immediately following sentence,*** 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. ***The subcontractors City has consented to are as follows:***

i. Raimi + Associates (R+A), leading engagement efforts (Tasks 3 & 9)

ii. David J. Powers & Associates, Inc. (DJP&A), CEQA review and analysis (Task 7)

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."

III. Section 5.5 "Limitation of Liability," is hereby added to this Agreement in its entirety as follows:

"***5.5 Limitation of Liability***

"***Neither party shall be liable for any special, indirect, consequential (including, without limitation, lost profits), incidental, exemplary or punitive damages arising out of***

or relating to this Agreement, however caused and under any theory of liability, even if such party has been advised of the possibility of such damages."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

Task	Cost
Task 1. Review of Relevant Documents	$2,850
Task 2. Conduct, Collect, and Complete GHG Forecasting Analysis	$30,860
Task 3. Facilitate Staff and Community Engagement	$28,899
Task 4. Recommendation of GHG Reduction Areas	$4,650
Task 5. Determine Scenarios to Achieve or Exceed New Reduction Results	$7,515
Task 6. Develop and Draft CAP and Implementation Funding Opportunities	$10,535
Task 7. CEQA Review	$20,706
Task 8. Finalize CAP	$6,550
Task 9. Presentations to Commission and City Council	$8,740
Task 10. Produce Updates for the General Plan	$3,715
Project Management	$9,980
Total (without optional tasks)	**$150,000**

Optional Task. Dashboard	*$15,000*
Optional Task. City Website Design	*Rate: $150/hr.*

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.

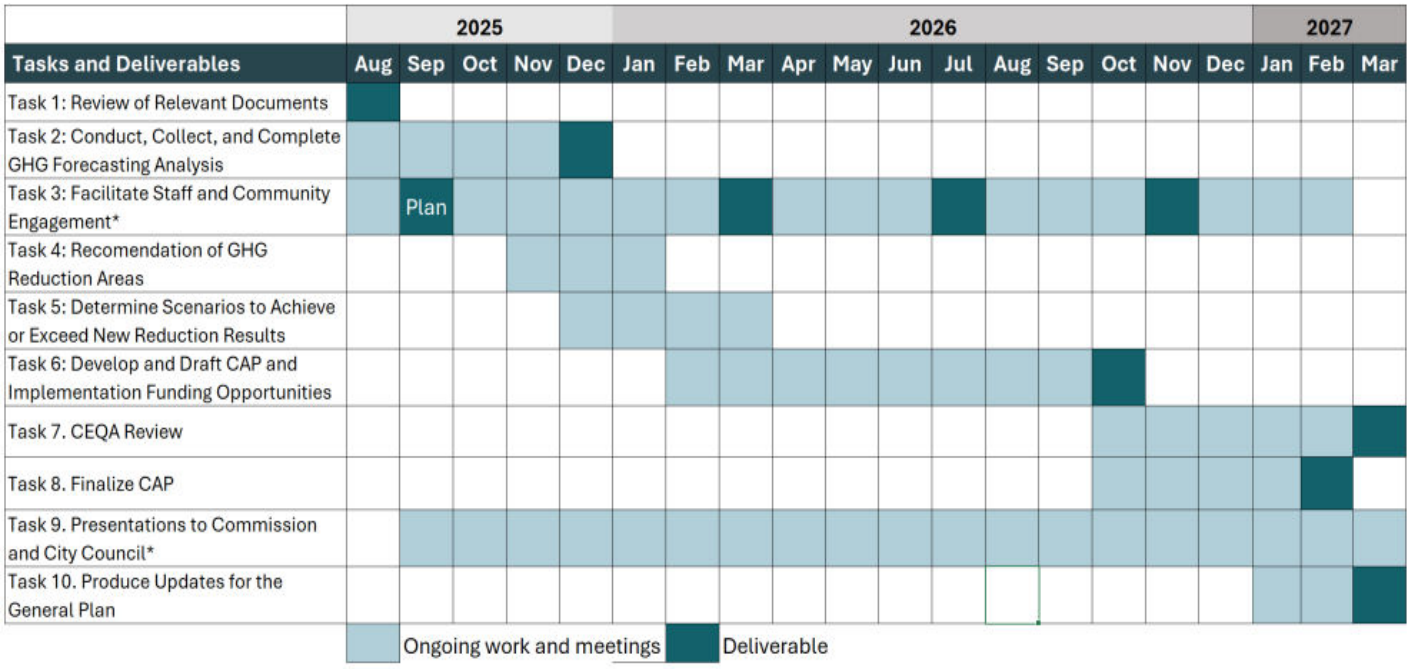
C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

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 $150,000 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver tangible work products timely in accordance with the following schedule by March 31, 2027:



**exact dates for meetings will be determined during engagement plan development.*

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

California COMMUNITY Foundation

SoCalGas Community Investment Fund (SCG CIF)

October 29, 2024

David Roberts
City of Carson
701 E. Carson Street
Carson, CA 90745

Dear David:

We are pleased to award City of Carson this grant in the amount of $50,000.00. This grant is made at the recommendation of the SoCalGas Community Investment Fund (SCG CIF), and is being issued from a donor advised fund of the California Community Foundation.

By endorsing, depositing, or cashing this disbursement, you certify that it will:

- Not provide any goods, services or impermissible benefits to the donor/fund advisor(s) or any individual related to the donor/fund advisor(s) (e.g. tuition, salary, membership benefits, admission to events, goods bought at an auction, religious benefits, etc.)
- Not support any individual(s) designated by the donor advisor(s)
- Not be used to support political campaigns or lobbying activities
- Be used to fulfill the following charitable purpose: Climate Adaptation Grant

Note to applicants: As part of SoCalGas' commitment to supporting and celebrating our community partners' great work, we have joined True Impact, a social impact measurement platform and reporting network. Please note that as part of our grantmaking process, we may be requesting you to report on your program's outcomes.

Because California Community Foundation is a 501c3 public charity, neither the donor nor the Foundation require a tax receipt. Please contact Grants Management at 213-239-2330 or grantsmanager@calfund.org with any questions. We wish you continued success in your charitable work.

Sincerely,

Drew Matthews
Grants Manager

Enclosure: Disbursement #132862

717 W Temple Street, Los Angeles, CA 90012
t: 213.413.4130 f: 213.383.2046 calfund.org

RESOLUTION NO. 25-085

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS

WHEREAS, the City Council adopted the Fiscal Year 2025-26 (FY25-26) budget on June 17, 2025 for the General Fund and Special Revenue Funds of the City via Resolution No. 25-076; and

WHEREAS, the City Council desires to amend the FY2025-26 budget; and

WHEREAS, the City Council has determined it necessary to amend the FY2025-26 General Fund budget and Special Revenue Funds budget to increase the SCGas Community Investment Fund – Carson Climate Action Plan expenditure budget for the fiscal year.

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

Section 1. The following amendment(s) will be made to the City's FY2025-26 budget.

Account	Description	Increase/(Decrease)
101-99-999-162-6004	Professional Services	$50,000

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY2025-26 budget on file, and effective as of August 5, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 5th day of August, 2025.

APPROVED

_____ _____

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

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. 25-085 adopted by the City of Carson City Council at its meeting held on August 5, 2025, by the following vote:

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

_____ Dr. Khaleah K. Bradshaw, City Clerk

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management PS Code Enforcement

Subject: APPROVAL AND RATIFICATION OF AGREEMENT WITH PROFESSIONAL COMMUNICATIONS NETWORK (PCN) FOR CALL CENTER SERVICES AND RELATED INDEMNIFICATION PROVISIONS (CITY COUNCIL)

I. SUMMARY

On June 25, 2025, the City of Carson engaged Professional Communications Network (PCN) to provide after-hours call center support for the intake and routing of community reports related to illegal fireworks activity. The agreement was entered into to ensure timely and organized response coordination during a period of increased community concern regarding fireworks use, which is now prohibited in the city.

As a condition of providing services, PCN required the City to agree to an indemnification clause contained in its agreement. Staff is now seeking formal City Council ratification and approval of the agreement after services have already been rendered.

II. RECOMMENDATION

TAKE the following actions:

1. RATIFY and APPROVE the agreement entered into with Professional Communications Network (PCN) for call center services related to illegal fireworks complaints.
2. RATIFY and AUTHORIZE the City Manager's execution of the agreement approved as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

The City of Carson has recently implemented a citywide ban on the use, possession, and discharge of all fireworks. In anticipation of increased community concern and reporting around the Fourth of July holiday, the City sought to enhance its responsiveness by providing residents with a dedicated line to report illegal fireworks activity.

At the direction of the City Manager’s Office, the City engaged Professional Communications Network (PCN) to provide after-hours call center support beginning June 25, 2025. PCN was tasked with receiving and routing community-generated calls related to illegal fireworks use to supplement existing City enforcement efforts.

The request for services originated from the City Manager's Office, and the agreement with PCN did not exceed administrative contracting thresholds and fell well within staff-level signing authority. Specifically, the cost of the agreement was below the approval limits requiring execution by a Department Director or the City Manager under the City's purchasing policy.

However, as a condition of service, PCN required the inclusion of an indemnification provision in its agreement where City is required to indemnify vendor for any claims arising from the services. The City Attorney has advised that the City Manager's authority to approve expenditures and contracts under the Purchasing Ordinance does not include the authority to approve indemnity obligations because indemnity obligations can be limitless. As such, staff is bringing this item forward for ratification and approval of the agreement in spite of services having already been rendered.

V. FISCAL IMPACT

The cost of services provided by PCN for call intake related to illegal fireworks use covered the period from June 25, 2025 through July 13, 2025 was not to exceed $3,410.00. Funds for these services were allocated under GL account 101-55-592-100-6004- for fiscal year 2024/2025.

VI. EXHIBITS

1. PCN Service Agreement

Attachments

1. PCN Service Agreement.pdf

PCN
Professional Communications Network

Start Date _____

Account Number 2054 C/F # (310) 317-2055 Contract Terms 28 Days

Company Representative Josilla Togiola / Kaitlin Sanchez Title Purchasing Manager

Email togiola@carsonca.gov

Company City of Carson Phone (_____) _____

Address 701 E. Carson Street Fax (_____) _____

City Carson State CA Zip 90745

BILLING INFORMATION ** Bills will be sent via email **

Billing Email jtogiola@carsonca.gov Auto Pay: ☐ YES ☐ NO
If YES, see attached form

TYPE OF BUSINESS

☐ Corporation ☐ Partnership ☐ Proprietorship Tax ID# _____

Principal(s)/Owner(s)	Primary Phone	Social Security #	Driver's License #

SUBSCRIBER RATES

Type of Service Live Service 1000 Calls

Base Rate $1700.00 ☑ Call ☐ Min Allowance 1000

Excess 1.95 Ea.

Callouts .50 Ea. Patches .50 Ea.

Callout/Patch Usage .95 Min.

Telephone Maintenance Charge $5.00

Holiday Charges (per Federal Holiday) $15.00

MiTeam Web Portal _____

Call Logs _____ Custom Reports _____

Oncall Schedule/Shifts _____

Additional Scrips _____ Sub Accounts _____

800 # (_____) _____ Usage? _____

MSM Rental _____

Pager Rental _____ Cap _____

PAYMENT REQUIRED PRIOR TO SERVICE ACTIVATION

One Time Setup Fee waived $40.00

First Billing 1705.00

Security Deposit 1705.00

Equipment Deposit _____

Total Due 3410.00

Check # _____

Card # _____

☐ Visa ☐ MC ☐ Amex

Exp. Date _____ Sec. Code _____

Zip Code _____

This Subscriber Service Agreement becomes a contract when accepted by Professional Communications Network. I understand and agree to the terms as stated herein and on page 2. I am authorized to enter into contracts and sign on behalf of the company.

Subscriber Signature Josilla Togiola Date 06/25/2025

Print Name Josilla Togiola PCN Approval Dayna

Each account will be reviewed by PCN and a Credit Bureau before approved and received as a contract.

CONTRACT CONDITIONS

Subscriber Service Agreement:

1 The undersigned subscriber authorizes Professional Communications Network (PCN) to begin service and continue according to the stated dates. After the dates of the contract expire, the contract will continue in force on a cycle-to-cycle basis for as long as subscriber continues as a customer of PCN.
2. The subscriber rates, along with any additional charges for overcalls or rental equipment, are specified and agreed to within this contract. The subscriber will be billed once each cycle. The bill must be paid within fourteen (14) days. If subscriber's bill is not paid by the next cycle date, they will be charged a late charge of $15.00 or 1 and 1/2 percent, whichever is greater.
3. PCN reserves the right to discontinue or terminate service and withhold any messages from a subscriber whose account is 30 days delinquent. Termination, or discontinuance of an account, does not relieve the subscriber of any accrued charges. The subscriber agrees to pay any and all collection fees. A $25.00 fee will be charged to the subscriber's account for any returned checks.
4. There will be a re-connect fee, of up to $75.00, charged to the subscriber's account when the account is suspended for non-payment and the subscriber wishes to begin service again. ln order for PCN to begin service again, the account must be paid current and the re-connect fee must be paid.
5. PCN reserves the right to change the subscriber's rate upon expiration of the contract period with twenty-eight (28) days prior written notice. Subscriber can cancel service at expiration of the contract with twenty-eight (28) days prior written notice. If subscriber fails to give notice, they will be charged for an additional twenty-eight (28) days of service. If subscriber cancels in the midst of a contract, they are liable to pay the remainder of the contract along with any past due monies owed to PCN.
6. Due to the nature of oral communications, PCN shall not be held liable for errors of commission or omission. Due to the nature of automated equipment neither power loss nor equipment failure can be totally prevented. PCN has taken all possible precautions to prevent both, however, in the event of either, PCN shall not be held liable for loss of service or revenue. Subscriber will indemnify and hold PCN harmless from any obligations, costs, claims, judgments, attorney fee and attachments arising from, growing out of, or in any way connected with the service rendered to subscriber under terms of this agreement. PCN shall not be liable for any damages arising out of delays in meeting the service start date.
7. Subscriber agrees that they will not use service for illegal or illegitimate purposes, and that such use constitutes grounds for immediate termination of service. PCN may-deny any application for service and may terminate service to subscriber for any cause.
8. PCN will treat all messages as confidential, however, should it be served with appropriate subpoena or court order, PCN will be legally obligated to cooperate with all law enforcement agencies in disclosing whatever information may be required concerning the subscriber.
9. This agreement may not be assigned without the prior written consent of PCN and is not transferrable.
10. PCN shall not have any obligation to retain written or magnetically stored messages beyond twenty-eight (28) days of receipt of same.
11. Subscriber understands that the DID or other phone number assigned for subscriber's use is a telephone number owned by PCN. At the time service is terminated between subscriber and PCN, the subscriber may not retain the use of any telephone number and will not be entitled to transfer billing or place a referral announcement to another number.
12. Credit verification will be done on accounts, and appropriate security deposit will be charged and collected by PCN prior to beginning service.
13. This writing constitutes the entire Agreement of the parties relating to the subject matter hereof. No representations were made or relied upon by either party, other than those set forth in the agreement. No employee or representative of either party is empowered to change or alter any of the terms hereof, unless clone in writing and signed by an authorized representative of the respective parties.

Pager Service and Rental Agreement in addition to the above contract conditions:

1. If equipment is rented by -Subscriber from PCN, PCN shall retain title to and ownership of rental equipment and subscriber agrees that they will not attempt to give away, sell, mortgage, assign or impair title to and ownership of rental equipment.
2. In the event of a lost, stolen, destroyed, or damaged pager, the subscriber shall be liable for and shall pay to PCN $20.00 repair cost or the full replacement cost of $200.00 for an Alpha Pager and 100.00 for a Digital Pager.

Professional Communications Network

Client Profile

1. Account Name: _____

2. Type of Business: 1.95 _____

3. Voice Greeting: (Check One)

☐ Auto Answer (After 3 Rings) "You have reached (Account Name), please remain on the line and someone will assist you"

☐ Greeting (Greets the callers first with your Company name, office hours, etc.) Please speak with Melissa regarding different greeting options.

4. Answer Phrase:

(30 Characters Max) Thank you for calling, _____.

5. General Information

Office Address: 701 E. Carson Street _____ Phone: .50 _____

_____ Fax: .50 _____

	Confidential?
Backline: _____	☐ Yes ☐ No
Email Address: .95 _____	☐ Yes ☑ No
Web Page: _____	☐ Yes ☐ No

Office Hours: M-F_____ Sat_____ Sun $5.00 _____

Lunch: _____

6. Caller's Information (Choose up to 6*)

Name ☐	Phone ☐	Address ☑
Company ☐	Email ☐	Regarding ☑
Other ☑ $15.00 _____		

(** Additional questions can be added in PCN's enhanced packages)

7. Non-Emergencies (Check One)

Email to _____

Treat as an Emergency ☐

8. What is an emergency? If receiving calls about anything life threatening, imminent _____

_____

$40.00 _____

(If the ABOVE is not filled out, emergencies will be defined by the caller)

9. Contact Order

	Name	Res #	Cel #	Alt #
1.				
2.				
3.				Josilla Togiola
4.	06/25/2025	Josilla Togiola		562-355-3153

I have attached a contact list ☐

10. EMERGENCY STEP ONE – CHOOSE ONE

a. ☐ TEXT first person and tell caller to call back in if no response.
b. ☐ TEXT first person. He/She must reply to PCN.
c. ☐ Call CEL*.
d. ☐ Call CEL. If not available TEXT *.
e. ☐ Call CEL. If not available, call HOME*.
r. ☐ Call HOME. If not available, call CEL*.
g. ☐ I have attached my own flow chart*.
h. ☑ Other: _____

90745

11. How many minutes does each contact have to respond before STEP 2? _____

12. EMERGENCY STEP TWO – CHOOSE ONE

a. ☐ TEXT first person again and tell caller to call back in if no response.
b. ☐ TEXT first person again. He/She must reply to PCN.
c. ☐ Call CEL*.
d. ☐ Call CEL. If not available TEXT*.
e. ☐ Call CEL. If not available, call HOME*
r. ☐ Call HOME. If not available, call CEL*
h. ☑ Other: _____

13. How many minutes does each contact have to respond before STEP 3? _____

14. EMERGENCY STEP 3 (If PCN can not reach your personnel, we should?)

1. Call Kaitlin Sanchez (again)
2. / Kaitlin Sanchez
3. _____
4. _____

15. Additional office staff?

Name: _____ Name: _____

Name: _____ Name: 701 E. Carson Street

16. Additional information: _____

***Minute charges apply to outbound CEL, HOME, ALT calls.**

PLEASE ATTACH ANY SPECIAL INSTRUCTIONS OR ADDITIONAL INFORMATION

I have reviewed the above information presented on this profile and certify it to be true, correct and complete. I also understand that errors from time to time may arise, and I agree to raise these matters with the management of PCN and not the individual telephone secretaries.

Carson _____ CA _____

Client Signature Date

YOUR FORWARD NUMBER:

310-317-2055

Use this number to forward your phone line(s) to our service

CUSTOMER: CITY OF CARSON'S FIREWORK REPORTING LINE

ACCOUNT #: 2054

Keep the following contact information on file if you need customer service or have billing questions. We are available to help 24 hours a day. To expedite your requests, please have your account number ready for any tele-phone, e-mail, or fax correspondence.

PCN SUPERVISORS:

GINA, MELENIE & OLIVIA - FLOOR SUPERVISORS
TRISHA - ON-CALL ADMINISTRATOR
Phone: 951-684-1196
Fax Number: 951-684-1198
E-mail: oncall@PCNanswers.com
Contact For: On Call updates and/or changes

CUSTOMER SERVICE:

DAYNA EDEN – Call Center Manager
Phone: 1-800-576-1162
Fax Number: 800-576-1164
E-mail: clientcare@PCNanswers.com
Contact For: Questions or clarification about a message, General account updates, compliments or concerns with your account.

BILLING DEPARTMENT:

DONNA WUERSCH
Phone: 1-800-576-1163
Fax Number: 951-275-9119
E-mail: donnaw@PCNanswers.com
Contact For: All billing questions, concerns or changes

How do I transfer my businesses telephone calls to your service?

Using the call forwarding feature on your telephone, you can forward your telephone line(s) to our call center via the number listed on this page.

How do I forward my phone lines?

1. Dial *72 or 72#, wait for dial tone then enter the forwarding number on this page.
2. ***Instant confirmation***: Once your hear the instant confirmation, you may hang up.
   If you need operator assistance: Please remain on the line.

How do I disable Call Forwarding?

Dial *73 or 73# and wait for dial tone

What if I don't have call forwarding?

If you don't have call forwarding, you can use our service by directly advertising you're forwarding number. If you would like to use call forwarding to automatically route your calls to our service, your telecom provider can usually have it activated the same day.

PCN is here to serve you with all your Call Center needs today and tomorrow. We look forward to working with you.

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management PS Code Enforcement

Subject: APPROVAL AND RATIFICATION OF AGREEMENTS WITH FLYING LION, INC. FOR DRONE SURVEILLANCE SERVICES AND RELATED INDEMNIFICATION PROVISIONS FOR UNION SOUTH BAY ROOFTOP ACCESS (CITY COUNCIL)

I. SUMMARY

In support of the City's illegal fireworks enforcement initiative, the City of Carson partnered with Flying Lion, Inc. to implement a drone surveillance operation whereby the parties entered into an agreement setting forth terms and conditions (Flying Lion Contract). This operation required rooftop access at the Union South Bay residential complex, which was arranged through a separate use and access agreement between Flying Lion, Inc. and the CSCDA Community Improvement Authority (CSCDA Contract).

Although the City was not a direct party to the CSCDA Contract, the agreement included provisions requiring both Flying Lion and the City to indemnify the CSCDA Community Improvement Authority; the Flying Lion Contract also requires City to provide indemnity protections to CSCDA Community Improvement Authority's principals.

Staff is requesting that the City Council ratify and approve both the Flying Lion Contract and CSCDA Contract. Both agreements were executed and services have been rendered prior to this request for Council action.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE and RATIFY the agreement between the City of Carson and Flying Lion, Inc. for drone surveillance services.
2. APPROVE and RATIFY the use agreement between Flying Lion, Inc. and the CSCDA Community Improvement Authority.
3. AUTHORIZE and RATIFY the City Manager's execution of both agreements approved as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

In response to increasing community concerns regarding illegal fireworks, the City of Carson launched a targeted drone surveillance initiative as part of its broader enforcement strategy for the 2025 Independence Day period. Under the direction of the City Manager's Office, the City entered into a contract with Flying Lion, Inc. (Flying Lion Contract) to provide real-time aerial surveillance in support of local enforcement operations (Exhibit No. 1).

To carry out the operation, Flying Lion required rooftop access at the Union South Bay residential complex. This access was arranged through a use and access agreement between Flying Lion and the CSCDA Community Improvement Authority (CSCDA Contract) which manages certain interests related to the Union South Bay property. (Exhibit No. 2).

As a condition of access, the CSCDA Contract required both Flying Lion and the City of Carson to indemnify the CSCDA Community Improvement Authority for any claims or liabilities arising from the rooftop drone operations. The Flying Lion Contract also requires City to indemnify CSCDA Community Improvement Authority's principals for any property damage arising from operation of the drone in a negligent manner. However, Flying Lion agreed to indemnify the City and maintain adequate insurance coverage for the duration of its services.

The Flying Lion Contract for drone surveillance services was executed for an amount not to exceed $44,800, which is within the City Manager's administrative contracting authority and the CSCDA Contract was for zero cost to the City. However, the City Attorney has advised that the City Manager's authority to approve expenditures and contracts under the Purchasing Ordinance does not include the authority to approve indemnity obligations because indemnity obligations can be limitless. As such, staff is bringing this item forward for ratification and approval of both agreements.

V. FISCAL IMPACT

The agreement between the City of Carson and Flying Lion, Inc. for drone surveillance services is in an amount not to exceed $44,800.00. Funding for this was available in the FY 2024-25 budget under GL account 101-55-592-250-6004.

There is no fiscal impact to the City associated with the rooftop use agreement coordinated through the CSCDA Community Improvement Authority.

VI. EXHIBITS

1. Flying Lion & City of Carson - Drone Surveillance Services
2. Flying Lion & CSCDA Use Agreement

Attachments

1. Flying Lion & City of Carson - Drone Surveillance Services (Indemnification Language Added) FINAL.pdf
2. Flying Lion & CSCDA Use Agreement (Indemnification Language Added) FINAL.pdf

EXHIBIT NO. 1

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 20th day of June, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and FLYING LION, INC., a California corporation ("Consultant"). 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 **Forty Four Thousand Eight Hundred Dollars and Zero Cents ($44,800.00)** ("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, unless otherwise provided in the City's purchasing ordinance. 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. Barry Brennan, CEO/CFO, 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. David Roberts, Jr., City Manager, 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 (Coverage Form ISO CGL CG 00 01 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, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 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 other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. 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 and its officers, employees, and agents, and each of them ("Indemnified Parties"), from and against any and all actions, claims, proceedings, damages to persons or property, liabilities, losses, costs, fees (including attorneys' fees), expenses, penalties, obligations, errors, omissions or forfeitures, 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: (i) the negligent performance of the work, services, operations or activities provided herein of Consultant, its officers, directors, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"); (ii) Consultant's or indemnitors' reckless or willful misconduct; (iii) Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement; or (iv) Consultant's or indemnitors' violation or alleged violation of applicable law. However, the obligations set forth in the preceding sentence shall not extend to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding anything else herein, if and to the extent this Agreement provides for the performance of any "design professional" services within the meaning of California Civil Code Section 2782.8, any 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 obligations set forth in this section 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, 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 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. 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 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.

7.5 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

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

FLYING LION, INC., a California corporation

By:_____
Name: Barry Brennan
Title: CEO/CFO

Address: 2110 Artesia Blvd., Suite 234
Redondo Beach, CA 90278-2191

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.

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☐ 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:

Flying Lion will setup and operate an On-Demand Drone Overwatch in the City of Carson to help identify addresses where fireworks ordinance violations are occurring.

Services will include:

- Coverage 7 days per week, 5 hours per day from June 13 to July 11, 2025 (140 hours)
- Providing all drone equipment and software
- Remote Pilot will be flying all flights
- Rooftop equipment will either be pilot deployed drone or a drone-in-a-box
- Both visual and thermal video and photo capture
- Livestreaming of all flights to enable city officials, Sheriff deputies and other enforcement personnel real-time view of the location and situation (access via a secure link)
- End of Day report which will include addresses of any fireworks ordinance violations along with photos/videos. *Only video/photos of the violations will be recorded/saved.*

Remote Pilot in Command (RPIC) [Pilot positioned on Rooftop]

- Drone pilot positioned on top of Doubletree hotel or other high rooftop in targeted area
- Setup and breakdown of equipment
- Responsible for safe operation of drone and ensuring airworthiness and monitoring of airspace
- Trained in both emergency procedures and rooftop operations
- Enables software for Remote Pilot to operate from remote location
- Software to enable the identification of street addresses
- Communication with City of Carson enforcement teams (if required)

Equipment/Communications

- DJI Matrice 30T, M300 or equivalent Aircraft OR Drone-in-a-Box (with Visual & Thermal Camera)
- Batteries and Battery Charging Station
- All miscellaneous accessories (Anemometer, rooftop landing pad, extension cords, etc)

Remote Pilot/Air Support Official (ASO) [Positioned offsite]

- Remote pilot flies drone remotely from offsite location – Pilot has larger screen

Livestreaming and Remote Pilot Software

Software that enables remote flights with geofence, obstacle protection and includes ability to stream to any internet connected device.

- Flying Lion will provide software used to livestream video
- Livestream can be viewed by City Officials and/or enforcement teams (depending on authorization granted.)
- Software enables remote pilot control of the drone

CITY OF CARSON TO PROVIDE:

Rooftop Set-Up

- Rooftop Location/Access
- Rooftop Power
- Rooftop direct Internet (hardwired or Starlink or equivalent)
- Agency Radio (if using radio instead of phone to reach enforcement team)

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

A. N/A

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

A. As requested by City's Contract Officer

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. Consultant personnel

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

I. The first paragraph of Section 2.2 (Invoices) of the Agreement is hereby revised to read in its entirety as follows:

"2.2 Invoices. ***On a bi-weekly basis***~~Each month~~ Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding ***two weeks*** ~~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 ***thirty*** ~~forty five~~ (***30***~~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.

II. Section 5.1 (Insurance Coverages) of the Agreement is hereby revised to read in its entirety as follows:

"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 (Coverage Form ISO CGL CG 00 01 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, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 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 other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. 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) ***Aviation Insurance. Aviation 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 $2,000,000.00 per occurrence.***

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

(g) 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.

(h) 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.

III. Section 5.3 (Indemnification) of the Agreement is hereby revised to read in its entirety as follows:

"5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City and its officers, employees, and agents, and each of them ("Indemnified Parties"), from and against any and all actions, claims, proceedings, damages to persons or property, liabilities, losses, costs, fees (including attorneys' fees), expenses, penalties, obligations, errors, omissions or forfeitures, 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: (i) the negligent performance of the work, services, operations or activities provided herein of Consultant, its officers, directors, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"); (ii) Consultant's or indemnitors' reckless or willful misconduct; (iii) Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement; or (iv) Consultant's or indemnitors' violation or alleged violation of applicable law. However, the obligations set forth in the preceding sentence shall not extend to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding anything else herein, if and to the extent this Agreement provides for the performance of any "design professional" services within the meaning of California Civil Code Section 2782.8, any 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 obligations set forth in this section shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

City agrees to indemnify, defend and hold harmless Standard USB Administrator LLC, and Faring Capital, LLC, from and against any and all actions, claims, proceedings, liabilities, losses, costs, fees (including attorneys' fees), expenses, penalties, obligations, errors, omissions or forfeitures, whether actual or threatened, that may be asserted or claimed by any person, where property has been damaged arising out of Consultant's operation of the drone in a negligent manner."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

Pricing for 4 Weeks of Coverage

June 20 through July 18, 2025 (2 weeks before and 2 weeks after 4th of July)
7 days per week
5 hours per night (7pm to midnight is recommended, but can be flexible)
Total: 35 hours per week x 4 weeks = 140 hours

Price: $300 per hour x 140 hours = $42,000

Evidence management (video download and tagging per violation): $2,800 for 4 weeks
Rooftop Starling Internet for Livestreaming – Available for rent

Grand Total: $44,800

Notes:

- Assumes no rent or cost for rooftop location to Flying Lion
- Overtime charged for time over 10 hours per shift per pilot (if ever needed)
- Holiday Pay (1.5x) for July 4th included in rates above

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 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all 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 $44,800.00, 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 following schedule:

See Exhibit C.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2025

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	CONTACT NAME: Cheri Harpenau	
Henriott Group, Inc. 1020 Gemini Lane, Ste.100 West Lafayette IN 47906	PHONE (A/C, No, Ext): (765) 429-5000	FAX (A/C, No): (765) 742-8902
	E-MAIL ADDRESS: charpenau@henriott.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Kinsale Insurance Company	38920
INSURER B :	United Financial Casualty Company	11770
INSURER C :	Technology Insurance Company, Inc.	42376
INSURER D :	Gemini Insurance Company	10833
INSURER E :		
INSURER F :		

INSURED
Flying Lion, Inc. Sky Ladder Drones, Sky Ladder Services
2110 Artesia Blvd Ste 234
Redondo Beach CA 90278-3073

COVERAGES **CERTIFICATE NUMBER:** 2025-2025 Master [4] **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:	Y	Y	0100375587-0	06/06/2025	06/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG UAS per Occurence	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	980111600	04/19/2025	10/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Blanket Waiver of	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						Subrogation Per 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	Y	TWC4581953	04/24/2025	04/24/2026	[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
D	Errors and Omissions	Y		VGPL001996	04/27/2025	04/19/2026	Each Claim General Aggregate	$1,000,000 $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, Standard USB Administrator LLC and Faring Capital, LLC are named as an Additional insured with respect to General Liability, Auto Liability and Aviation Liability if required by written contract, includes Includes Waiver of Subrogation with respect to General Liability, Auto Liability and Aviation Liability. Waiver of Subrogation with respect to Workers Compensation included.

CERTIFICATE HOLDER

City of Carson
701 E Carson St.
Carson CA 90745

INSURANCE APPROVED
RG
7/1/2025

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
Cheri Harpenau

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT - UNMANNED AIRCRAFT AND RELATED SYSTEMS - COVERAGE A

Attached To and Forming Part of Policy	*Effective Date of Endorsement* 12:01AM at the Named Insured address shown on the Declarations	*Named Insured*
Additional Premium:	*Return Premium:*	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION I – COVERAGES, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions**, Exclusion **g. Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) An aircraft that is an "unmanned aircraft" or an "unmanned aircraft system" used to control the "unmanned aircraft";

(4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(6) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

SPECIMEN

SECTION I – COVERAGES, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** is amended by adding the following:

This insurance does not apply to the ownership, maintenance, use or entrustment to others of any "unmanned aircraft" or "unmanned aircraft system" while being operated in violation of any federal, state or local law or regulation governing the use of "unmanned aircraft" or "unmanned aircraft system".

The following definitions are added to the **DEFINITIONS** Section of this Policy:

1. "Unmanned aircraft" means an aircraft that is not designed by the manufacturer to be controlled directly by an individual from within or on the aircraft.
2. "Unmanned aircraft system" means the communication links and the components that control the "unmanned aircraft".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

Form 2366 (02/11)

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)

BLANKET WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2368 (06/10)

LOAN/LEASE GAP COVERAGE ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy. All terms and conditions of the policy apply unless modified by this endorsement.

INSURING AGREEMENT—LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for this coverage, and the **insured auto** for which this coverage was purchased is deemed by **us** to be a **total loss**, **we** will pay, in addition to any amounts otherwise payable under Part II of **your** policy, the difference between:

1. the actual cash value of the **insured auto** at the time of the **total loss**; and
2. any greater amount the owner of the **insured auto** is legally obligated to pay under a written loan or lease agreement to which the **insured auto** is subject at the time of the **total loss**, reduced by:
   a. unpaid finance charges or refunds due to the owner for such charges;
   b. excess mileage charges or charges for wear and tear;
   c. charges for extended warranties or refunds due to the owner for extended warranties;
   d. charges for credit insurance or refunds due to the owner for credit insurance;
   e. past due payments and charges for past due payments; and
   f. collection or repossession expenses.

However, **our** payment under this coverage shall not exceed the limit of liability shown on the **declarations page**. The limit of liability is a percentage of the actual cash value of the **insured auto** at the time of the loss.

This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **insured auto** and the loss is covered under one of those coverages.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MORTGAGEE, ASSIGNEE, OR RECEIVER

Attached To and Forming Part of Policy	*Effective Date of Endorsement* 12:01AM at the Named Insured address shown on the Declarations	*Named Insured*
Additional Premium:	*Return Premium:*	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

SPECIMEN

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and

2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as mortgagee, assignee, or receiver; and

3. Solely for liability caused by the ownership, maintenance or use of the premises by you and for which such person or organization is mortgagee, assignee, or receiver.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusion applies:

1. This insurance does not apply to any structural alterations, new construction or demolition operations performed by or for the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an “occurrence”, claim or “suit”:

1. The Additional Insured must promptly give notice of an “occurrence” which may result in a claim, a claim which is made, or, a “suit” to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or “suit” to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MANAGERS OR LESSORS OF PREMISES

Attached To and Forming Part of Policy	*Effective Date of Endorsement* 12:01AM at the Named Insured address shown on the Declarations	*Named Insured*
Additional Premium:	*Return Premium:*	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and

2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as manager or lessor of that part of the premises leased to you; and

3. Solely for liability caused by the ownership, maintenance or use of that part of the premises leased to you by such person or organization.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusions apply:

1. This insurance does not apply to:
- **a.** Any "occurrence" which takes place after you cease to be a tenant in that premises;
- **b.** Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured; or
- **c.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - **(1)** The sole negligence of the Additional Insured or any employees of the Additional Insured; or
  - **(2)** Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

SPECIMEN

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", an offense which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION PERMITS - BLANKET

Attached To and Forming Part of Policy	*Effective Date of Endorsement* 12:01AM at the Named Insured address shown on the Declarations	*Named Insured*
Additional Premium:	*Return Premium:*	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured, any state or governmental agency or subdivision or political subdivision that has issued a permit for your operations, when it is required as a condition of such permit that the state or governmental agency or subdivision or political subdivision be named as an Additional Insured on this Policy, but only with respect to vicarious liability imposed on the Additional Insured as a result of those operations performed by you or on your behalf for which the state or political subdivision has issued the permit.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and

2. Will not be broader than that which you are required, as a condition of the permit, to provide for such Additional Insured.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to any:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality;

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard";

3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the Additional Insured or employees of the Additional Insured; or

4. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

C. A state or political subdivision's status as an Additional Insured under this endorsement ends when "your work" under such permit is completed.

D. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required as a condition of the permit; or

2. Available under the applicable limits of insurance;

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whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Duties of the Additional Insured in the event of "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence" an offense which may result in a claim, a claim which is made or a "suit", to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured A. may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Attached To and Forming Part of Policy	*Effective Date of Endorsement* 12:01AM at the Named Insured address shown on the Declarations	*Named Insured*
Additional Premium:	*Return Premium:*	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE
PRODUCTS POLLUTION LIABILITY COVERAGE
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE
ENVIRONMENTAL COMBINED LIABILITY POLICY— ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

SPECIMEN

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

Attached To and Forming Part of Policy	*Effective Date of Endorsement* 12:01AM at the Named Insured address shown on the Declarations	*Named Insured*
Additional Premium:	*Return Premium:*	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SPECIMEN

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by 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	4/24/2025	Policy No.	TWC4581953	Endorsement No.	0
Insured	Flying Lion, Inc			Premium $	18,020
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

Policy Number: VGPL001996 **VP 07 83 07 17**
Insured Name: Flying Lion Inc
Number: 2 **Effective Date: 04/27/2025**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

I. Section VIII. DEFINITIONS, paragraph **G. Insured(s)**, is amended to add the following provisions:

Insured includes as an additional **Insured** any person or organization for whom the **Named Insured** is performing **Professional Services** when the **Named Insured** and such person or organization have agreed in writing in a contract or agreement, prior to the performance of **Professional Services**, that such person or organization be added as an additional **Insured** on the **Named Insured's** policy. This endorsement shall only apply to **Claim Expenses** with respect to **Claims** made against such additional **Insured** arising solely out of **Wrongful Acts** of the **Named Insured** in the performance of **Professional Services** for the additional **Insured**.

The Company will not pay any **Loss** on behalf of the additional **Insured**.

Such person or organization is an additional **Insured** only with respect to the **Named Insured's** ongoing performance of **Professional Services** for the additional **Insured**. A person's or organization's status as an additional **Insured** under this endorsement ends when the **Named Insured's Professional Services** for that additional **Insured** are completed.

II. Section IV. EXCLUSIONS, paragraph **L. Insureds versus Insureds**, is deleted in its entirety and replaced with the following:

L. Insureds versus Insureds
Claim by or on behalf of any **Insured**, or any present or former shareholder, partner, officer, director, or employee of any **Insured**, against any other **Insured**. However, this exclusion shall not apply to any **Claim** made against the **Named Insured** by any person or organization considered an additional **Insured** and that would otherwise be afforded under this Policy.

Endorsement Premium: Included

All other terms and conditions of this Policy remain unchanged.

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EXHIBIT NO. 2

Flying Lion

RIGHT OF USE AND ACCESS AGREEMENT
BETWEEN
CSCDA COMMUNITY IMPROVEMENT AUTHORITY
AND
FLYING LION, INC.
FOR
THE USE OF THE UNION SOUTH BAY ROOFTOP FOR DRONE OPERATIONS

This Right of Use and Access Agreement (this "Agreement") dated June 18, 2025, is made and entered into by and between CSCDA Community Improvement Authority, a joint exercise of powers authority and public entity organized and existing under the laws of the State of California, hereinafter referred to as "CSCDA" and Flying Lion, Inc., hereinafter referred to as "Flying Lion".

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which Flying Lion may access and use The Union South Bay (615 E Carson St, Carson, CA 90745, hereinafter referred to as the "Premises") rooftop facilities owned or managed by CSCDA for the operation of unmanned aerial systems (UAS), commonly known as drones, in support of the City of Carson (the "City") code enforcement, emergency response, and other related activities.

II. SCOPE OF AGREEMENT

CSCDA agrees to permit Flying Lion to use designated rooftop area on the Premises for the launching, landing, and operation of drones, subject to the terms and conditions set forth herein.

III. TERMS AND CONDITIONS

1. **Access**: CSCDA will provide Flying Lion with key fob and parking access to designated rooftop areas on Building B of the Premises for drone operations in afternoons and nights for the duration of this Agreement. This access will include personnel (up to three (3) persons) and equipment necessary for drone operations.
2. **Infrastructure**: CSCDA will provide access to and use of those certain 5th floor specified parking spaces, storage closets, restrooms, and electrical power outlets identified via site visit on June 17, 2025.
3. **Safety and Compliance**: All drone operations will be conducted in compliance with Federal Aviation Administration (FAA) regulations and local laws. Flying Lion will ensure that all operations are carried out with reasonable care, consistent with applicable professional and industry

standards, and in a manner that prioritizes the safety of persons and property.

4. **Coordination**: Flying Lion will work with a CSCDA/Premises representative to ensure that drone operations do not disrupt or disturb residents or the ongoing operation of the Premises.
5. **Liability and Insurance**: The City and Flying Lion will maintain adequate liability insurance coverage for drone operations and will indemnify and hold harmless CSCDA from any claims arising out of Flying Lion's access to the Property, use of the rooftop facilities, and operation of drones. Flying Lion will maintain commercial general liability insurance & commercial aviation insurance covering its operations hereunder, with limits not less than $1,000,000 per occurrence, $2,000,000 aggregate, and which shall waive all rights of subrogation. This Agreement sufficiently documents the contractual relationship between CSCDA and Flying Lion, allowing the attached Certificate of Liability Insurance to designate CSCDA entities as named Additional Insureds (including Standard USB Administrator LLC and Faring Capital, LLC), and provides General Liability, Auto Liability and Aviation Liability to the full extent of listed coverages. This includes Waiver of Subrogation with respect to General Liability, Auto Liability, Aviation Liability, and Workers Compensation as described therein.
6. **Duration**: This Agreement will be in effect from June 26 to July 11, 2025, unless terminated earlier by any party with not less than ten (10) business days' advance written notice to the other parties.
7. **Amendment**: This Agreement may be amended at any time by written agreement of the parties.

IV. RESPONSIBILITIES AND LIABILITIES

1. **Damage**: Flying Lion will take responsibility for any damage caused to the Premises, including, but not limited to, the rooftop facilities, as a result of Flying Lion's drone operations or personnel. Flying Lion will either (i) repair any such damage promptly to restore the Premises to its previous condition, ensuring the repair meets CSCDA satisfaction, or (ii) promptly reimburse CSCDA for the full cost of the repairs.
2. **Storage**: CSCDA agrees to allow Flying Lion to store equipment and other materials necessary for drone operations in a 5th Floor Utility Closet or other designated secure storage area on the Premises for the duration of this Agreement. Flying Lion agrees to maintain the storage area in a clean, safe, and secure condition. Flying Lion will be provided key access to an agreed upon storage area.

3. **Loss or Damage to Stored Items**: CSCDA is not responsible for any loss or damage to items stored by Flying Lion, except in cases of gross negligence or willful misconduct by CSCDA or its agents. CSCDA will provide Flying Lion 24 hours' advance written notice before any personnel, contractors, or invitees from CSCDA access the designated rooftop area or storage closet, except in the case of emergency or life-safety needs of Premises residents or staff.
4. **Indemnification**: The City and Flying Lion will defend, indemnify and hold harmless CSCDA, its officers, employees, and agents from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees and costs of defense, arising out of, resulting from, or in connection with Flying Lion's access to the Premises, use of the rooftop facilities and the storage area, and operation of drones, except for claims arising from CSCDA's gross negligence or willful misconduct. To the fullest extent permitted by law, the City and Flying Lion will defend, indemnify and hold harmless CSCDA, its officers, employees, and agents from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees and costs of defense, arising out of, resulting from, or in connection with Flying Lion's negligence or willful misconduct. In the event of joint liability as to the City, Flying Lion and CSCDA, any such liability will be apportioned.
5. **Further Assurances**: Each party will, in its reasonable discretion, execute such documents or instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and engage in the activities contemplated by this Agreement.

V. CHOICE OF LAW

This Agreement will be governed by and construed according to the laws of the State of California. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in the State of California, and the parties hereto expressly consent to the venue and jurisdiction of such court. The prevailing party in any action or proceeding (including for collection) under this Agreement shall be entitled to recover from the non-prevailing party, in addition to all other relief, its reasonable attorneys' and other experts' fees and expenses incurred with respect to such action or proceeding.

VI. FINANCIAL OBLIGATIONS

In exchange for right of use and access, Flying Lion will compensate CSCDA at $50 per day rooftop is used

Flying Lion

VII. **NOTICE**

Any notice provided pursuant to this Agreement shall be given to the parties who are signing the document.

VII. **SIGNATURES**

This Agreement is executed as of the date first written above and is legally binding upon the parties, their successors, and assignees.

CSCDA COMMUNITY IMPROVEMENT AUTHORITY

Signature: _____

Name: Joseph Ouellette

Title: Authorized Representative of Standard USB Administrator LLC, Project Administrator for CSCDA Community Improvement Authority

FLYING LION, INC.

Signature: _____

Name: Steven Katz

Title: VP & Corporate Secretary

Date: 6-26-2025

ACKNOWLEDGED BY THE CITY WITH RESPECT TO ARTICLE III, PARAGRAPH 5 AND ARTICLE IV, PARAGRAPH 4:

CITY OF CARSON, a municipal corporation

Signature: _____

Name: David C. Roberts, Jr.

Title: City Manager

Date: 6/26/25

Flying Lion

VII. **SIGNATURES**

This Agreement is executed as of the date first written above and is legally binding upon the parties, their successors, and assignees.

CSCDA COMMUNITY IMPROVEMENT AUTHORITY

Signature: _____

Name: Joseph Ouellette

Title: Authorized Representative of Standard USB Administrator LLC, Project Administrator for CSCDA Community Improvement Authority

FLYING LION, INC.

Signature: _____

Name: Steven Katz

Title: VP & Corporate Secretary

Date:

ACKNOWLEDGED BY THE CITY WITH RESPECT TO ARTICLE III, PARAGRAPH 5 AND ARTICLE IV, PARAGRAPH 4:

CITY OF CARSON, a municipal corporation

Signature: _____

Name: David C. Roberts, Jr.

Title: City Manager

Date:

Attachment: Certificates of Liability Insurance

Flying Lion

ATTEST:

for Jorge Alvarado, Deputy City Clerk
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

Attachment: Certificates of Liability Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2025

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	CONTACT NAME: Cheri Harpenau	
Henriott Group, Inc. 1020 Gemini Lane, Ste.100 West Lafayette IN 47906	PHONE (A/C, No, Ext): (765) 429-5000	FAX (A/C, No): (765) 742-8902
	E-MAIL ADDRESS: charpenau@henriott.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Kinsale Insurance Company	38920
INSURER B :	United Financial Casualty Company	11770
INSURER C :	Technology Insurance Company, Inc.	42376
INSURER D :	Gemini Insurance Company	10833
INSURER E :		
INSURER F :		

INSURED
Flying Lion, Inc. Sky Ladder Drones, Sky Ladder Services
2110 Artesia Blvd Ste 234
Redondo Beach CA 90278-3073

COVERAGES **CERTIFICATE NUMBER:** 2025-2025 Master [4] **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:	Y	Y	0100375587-0	06/06/2025	06/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG UAS per Occurence	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	980111600	04/19/2025	10/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Blanket Waiver of	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						Subrogation / CC 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	Y	TWC4581953	04/24/2025	04/24/2026	[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
D	Errors and Omissions	Y		VGPL001996	04/27/2025	04/19/2026	Each Claim General Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CSCDA is named as an Additional insured with respect to General Liability, Auto Liability and Aviation Liability if required by written contract, includes Includes Waiver of Subrogation with respect to General Liability, Auto Liability and Aviation Liability. Waiver of Subrogation with respect to Workers Compensation included.

CERTIFICATE HOLDER

CSCDA
1700 North Broadway, Suite 405
Walnut Creek CA 94596

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

Cheri Harpenau

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Form 2366 (02/11)

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page.** All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured.**

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)

BLANKET WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page.** All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss.**

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2368 (06/10)

LOAN/LEASE GAP COVERAGE ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy. All terms and conditions of the policy apply unless modified by this endorsement.

INSURING AGREEMENT—LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for this coverage, and the **insured auto** for which this coverage was purchased is deemed by **us** to be a **total loss, we** will pay, in addition to any amounts otherwise payable under Part II of **your** policy, the difference between:

1. the actual cash value of the **insured auto** at the time of the **total loss**; and
2. any greater amount the owner of the **insured auto** is legally obligated to pay under a written loan or lease agreement to which the **insured auto** is subject at the time of the **total loss**, reduced by:
   a. unpaid finance charges or refunds due to the owner for such charges;
   b. excess mileage charges or charges for wear and tear;
   c. charges for extended warranties or refunds due to the owner for extended warranties;
   d. charges for credit insurance or refunds due to the owner for credit insurance;
   e. past due payments and charges for past due payments; and
   f. collection or repossession expenses.

However, **our** payment under this coverage shall not exceed the limit of liability shown on the **declarations page.** The limit of liability is a percentage of the actual cash value of the **insured auto** at the time of the loss.

This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **insured auto** and the loss is covered under one of those coverages.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE
PRODUCTS POLLUTION LIABILITY COVERAGE
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE
ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MORTGAGEE, ASSIGNEE, OR RECEIVER

Attached To and Forming Part of Policy 0100375587-0	*Effective Date of Endorsement* 06/06/2025 12:01AM at the Named Insured address shown on the Declarations	*Named Insured* Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as mortgagee, assignee, or receiver; and
3. Solely for liability caused by the ownership, maintenance or use of the premises by you and for which such person or organization is mortgagee, assignee, or receiver.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusion applies:

1. This insurance does not apply to any structural alterations, new construction or demolition operations performed by or for the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an "occurrence", claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence" which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MANAGERS OR LESSORS OF PREMISES

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as manager or lessor of that part of the premises leased to you; and
3. Solely for liability caused by the ownership, maintenance or use of that part of the premises leased to you by such person or organization.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusions apply:

1. This insurance does not apply to:
   a. Any "occurrence" which takes place after you cease to be a tenant in that premises;
   b. Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured; or
   c. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of:
      (1) The sole negligence of the Additional Insured or any employees of the Additional Insured; or
      (2) Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", an offense which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION PERMITS - BLANKET

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured, any state or governmental agency or subdivision or political subdivision that has issued a permit for your operations, when it is required as a condition of such permit that the state or governmental agency or subdivision or political subdivision be named as an Additional Insured on this Policy, but only with respect to vicarious liability imposed on the Additional Insured as a result of those operations performed by you or on your behalf for which the state or political subdivision has issued the permit. However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required, as a condition of the permit, to provide for such Additional Insured.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to any:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality;
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the Additional Insured or employees of the Additional Insured; or
4. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

C. A state or political subdivision's status as an Additional Insured under this endorsement ends when "your work" under such permit is completed.

D. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required as a condition of the permit; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Duties of the Additional Insured in the event of "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence" an offense which may result in a claim, a claim which is made or a "suit", to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured A. may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by 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	4/24/2025	Policy No.	TWC4581953	Endorsement No.	0
Insured	Flying Lion, Inc			Premium $	18,020
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

Policy Number: VGPL001996
Insured Name: Flying Lion Inc
Number: 2

VP 07 83 07 17

Effective Date: 04/27/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

I. **Section VIII. DEFINITIONS,** paragraph **G. Insured(s)**, is amended to add the following provisions:

Insured includes as an additional **Insured** any person or organization for whom the **Named Insured** is performing **Professional Services** when the **Named Insured** and such person or organization have agreed in writing in a contract or agreement, prior to the performance of **Professional Services**, that such person or organization be added as an additional **Insured** on the **Named Insured's** policy. This endorsement shall only apply to **Claim Expenses** with respect to **Claims** made against such additional **Insured** arising solely out of **Wrongful Acts** of the **Named Insured** in the performance of **Professional Services** for the additional **Insured**.

The Company will not pay any **Loss** on behalf of the additional **Insured**.

Such person or organization is an additional **Insured** only with respect to the **Named Insured's** ongoing performance of **Professional Services** for the additional **Insured**. A person's or organization's status as an additional **Insured** under this endorsement ends when the **Named Insured's Professional Services** for that additional **Insured** are completed.

II. **Section IV. EXCLUSIONS,** paragraph **L. Insureds versus Insureds**, is deleted in its entirety and replaced with the following:

L. Insureds versus Insureds
Claim by or on behalf of any **Insured**, or any present or former shareholder, partner, officer, director, or employee of any **Insured**, against any other **Insured**. However, this exclusion shall not apply to any **Claim** made against the **Named Insured** by any person or organization considered an additional **Insured** and that would otherwise be afforded under this Policy.

Endorsement Premium: Included

All other terms and conditions of this Policy remain unchanged.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2025

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 Henriott Group, Inc. 1020 Gemini Lane, Ste.100 West Lafayette IN 47906	CONTACT NAME: Cheri Harpenau PHONE (A/C, No, Ext): (765) 429-5000 FAX (A/C, No): (765) 742-8902 E-MAIL ADDRESS: charpenau@henriott.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Kinsale Insurance Company		38920
INSURED Flying Lion, Inc. Sky Ladder Drones, Sky Ladder Services 2110 Artesia Blvd Ste 234 Redondo Beach CA 90278-3073	INSURER B : United Financial Casualty Company		11770
	INSURER C : Technology Insurance Company, Inc.		42376
	INSURER D : Gemini Insurance Company		10833
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 2025-2025 Master [4] **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:	Y	Y	0100375587-0	06/06/2025	06/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG UAS per Occurence	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	980111600	04/19/2025	10/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Blanket Waiver of	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		N				Subrogation Per 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		TWC4581953	04/24/2025	04/24/2026	[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
D	Errors and Omissions	Y		VGPL001996	04/27/2025	04/19/2026	Each Claim General Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Standard USB Administrator LLC is named as an Additional insured with respect to General Liability, Auto Liability and Aviation Liability if required by written contract, includes Includes Waiver of Subrogation with respect to General Liability, Auto Liability and Aviation Liability. Waiver of Subrogation with respect to Workers Compensation included.

CERTIFICATE HOLDER

Standard USB Administrator LLC
615 E Carson St
Carson CA 90745

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

Cheri Harpenau

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Form 2366 (02/11)

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page.** All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured.**

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)

BLANKET WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page.** All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss.**

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2368 (06/10)

LOAN/LEASE GAP COVERAGE ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy. All terms and conditions of the policy apply unless modified by this endorsement.

INSURING AGREEMENT—LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for this coverage, and the **insured auto** for which this coverage was purchased is deemed by **us** to be a **total loss**, **we** will pay, in addition to any amounts otherwise payable under Part II of **your** policy, the difference between:

1. the actual cash value of the **insured auto** at the time of the **total loss**; and
2. any greater amount the owner of the **insured auto** is legally obligated to pay under a written loan or lease agreement to which the **insured auto** is subject at the time of the **total loss**, reduced by:
   a. unpaid finance charges or refunds due to the owner for such charges;
   b. excess mileage charges or charges for wear and tear;
   c. charges for extended warranties or refunds due to the owner for extended warranties;
   d. charges for credit insurance or refunds due to the owner for credit insurance;
   e. past due payments and charges for past due payments; and
   f. collection or repossession expenses.

However, **our** payment under this coverage shall not exceed the limit of liability shown on the **declarations page.** The limit of liability is a percentage of the actual cash value of the **insured auto** at the time of the loss.

This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **insured auto** and the loss is covered under one of those coverages.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE
PRODUCTS POLLUTION LIABILITY COVERAGE
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE
ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MORTGAGEE, ASSIGNEE, OR RECEIVER

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as mortgagee, assignee, or receiver; and
3. Solely for liability caused by the ownership, maintenance or use of the premises by you and for which such person or organization is mortgagee, assignee, or receiver.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusion applies:

1. This insurance does not apply to any structural alterations, new construction or demolition operations performed by or for the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an "occurrence", claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence" which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MANAGERS OR LESSORS OF PREMISES

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as manager or lessor of that part of the premises leased to you; and
3. Solely for liability caused by the ownership, maintenance or use of that part of the premises leased to you by such person or organization.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusions apply:

1. This insurance does not apply to:
   - **a.** Any "occurrence" which takes place after you cease to be a tenant in that premises;
   - **b.** Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured; or
   - **c.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of:
     - **(1)** The sole negligence of the Additional Insured or any employees of the Additional Insured; or
     - **(2)** Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", an offense which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION PERMITS - BLANKET

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured, any state or governmental agency or subdivision or political subdivision that has issued a permit for your operations, when it is required as a condition of such permit that the state or governmental agency or subdivision or political subdivision be named as an Additional Insured on this Policy, but only with respect to vicarious liability imposed on the Additional Insured as a result of those operations performed by you or on your behalf for which the state or political subdivision has issued the permit. However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required, as a condition of the permit, to provide for such Additional Insured.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to any:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality;
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the Additional Insured or employees of the Additional Insured; or
4. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

C. A state or political subdivision's status as an Additional Insured under this endorsement ends when "your work" under such permit is completed.

D. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required as a condition of the permit; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Duties of the Additional Insured in the event of "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence" an offense which may result in a claim, a claim which is made or a "suit", to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured

A. may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by 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	4/24/2025	Policy No.	TWC4581953	Endorsement No.	0
Insured	Flying Lion, Inc			Premium $	18,020
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

Policy Number: VGPL001996
Insured Name: Flying Lion Inc
Number: 2

VP 07 83 07 17

Effective Date: 04/27/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

I. **Section VIII. DEFINITIONS,** paragraph **G. Insured(s)**, is amended to add the following provisions:

Insured includes as an additional **Insured** any person or organization for whom the **Named Insured** is performing **Professional Services** when the **Named Insured** and such person or organization have agreed in writing in a contract or agreement, prior to the performance of **Professional Services**, that such person or organization be added as an additional **Insured** on the **Named Insured's** policy. This endorsement shall only apply to **Claim Expenses** with respect to **Claims** made against such additional **Insured** arising solely out of **Wrongful Acts** of the **Named Insured** in the performance of **Professional Services** for the additional **Insured**.

The Company will not pay any **Loss** on behalf of the additional **Insured**.

Such person or organization is an additional **Insured** only with respect to the **Named Insured's** ongoing performance of **Professional Services** for the additional **Insured**. A person's or organization's status as an additional **Insured** under this endorsement ends when the **Named Insured's Professional Services** for that additional **Insured** are completed.

II. **Section IV. EXCLUSIONS,** paragraph **L. Insureds versus Insureds**, is deleted in its entirety and replaced with the following:

L. Insureds versus Insureds
Claim by or on behalf of any **Insured**, or any present or former shareholder, partner, officer, director, or employee of any **Insured**, against any other **Insured**. However, this exclusion shall not apply to any **Claim** made against the **Named Insured** by any person or organization considered an additional **Insured** and that would otherwise be afforded under this Policy.

Endorsement Premium: Included

All other terms and conditions of this Policy remain unchanged.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2025

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 Henriott Group, Inc. 1020 Gemini Lane, Ste.100 West Lafayette IN 47906	CONTACT NAME: Cheri Harpenau PHONE (A/C, No, Ext): (765) 429-5000 FAX (A/C, No): (765) 742-8902 E-MAIL ADDRESS: charpenau@henriott.com
INSURED Flying Lion, Inc. Sky Ladder Drones, Sky Ladder Services 2110 Artesia Blvd Ste 234 Redondo Beach CA 90278-3073	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Kinsale Insurance Company — 38920 INSURER B: United Financial Casualty Company — 11770 INSURER C: Technology Insurance Company, Inc. — 42376 INSURER D: Gemini Insurance Company — 10833 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2025-2025 Master [4] **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:	Y	Y	0100375587-0	06/06/2025	06/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG UAS per Occurence	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	980111600	04/19/2025	10/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Blanket Waiver of	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						Subrogation Fee 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	Y	TWC4581953	04/24/2025	04/24/2026	[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
D	Errors and Omissions	Y		VGPL001996	04/27/2025	04/19/2026	Each Claim General Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Faring Capital, LLC is named as an Additional insured with respect to General Liability, Auto Liability and Aviation Liability if required by written contract, includes Includes Waiver of Subrogation with respect to General Liability, Auto Liability and Aviation Liability. Waiver of Subrogation with respect to Workers Compensation included.

CERTIFICATE HOLDER

Faring Capital LLC
659 N. Robertson Blvd
West Hollywood CA 90069

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

Cheri Harpenau

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Form 2366 (02/11)

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page.** All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured.**

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)

BLANKET WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page.** All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss.**

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2368 (06/10)

LOAN/LEASE GAP COVERAGE ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Auto Policy. All terms and conditions of the policy apply unless modified by this endorsement.

INSURING AGREEMENT—LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for this coverage, and the **insured auto** for which this coverage was purchased is deemed by **us** to be a **total loss, we** will pay, in addition to any amounts otherwise payable under Part II of **your** policy, the difference between:

1. the actual cash value of the **insured auto** at the time of the **total loss**; and
2. any greater amount the owner of the **insured auto** is legally obligated to pay under a written loan or lease agreement to which the **insured auto** is subject at the time of the **total loss,** reduced by:
   a. unpaid finance charges or refunds due to the owner for such charges;
   b. excess mileage charges or charges for wear and tear;
   c. charges for extended warranties or refunds due to the owner for extended warranties;
   d. charges for credit insurance or refunds due to the owner for credit insurance;
   e. past due payments and charges for past due payments; and
   f. collection or repossession expenses.

However, **our** payment under this coverage shall not exceed the limit of liability shown on the **declarations page.** The limit of liability is a percentage of the actual cash value of the **insured auto** at the time of the loss.

This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **insured auto** and the loss is covered under one of those coverages.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE
PRODUCTS POLLUTION LIABILITY COVERAGE
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE
ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MORTGAGEE, ASSIGNEE, OR RECEIVER

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as mortgagee, assignee, or receiver; and
3. Solely for liability caused by the ownership, maintenance or use of the premises by you and for which such person or organization is mortgagee, assignee, or receiver.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusion applies:

1. This insurance does not apply to any structural alterations, new construction or demolition operations performed by or for the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an "occurrence", claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence" which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MANAGERS OR LESSORS OF PREMISES

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as manager or lessor of that part of the premises leased to you; and
3. Solely for liability caused by the ownership, maintenance or use of that part of the premises leased to you by such person or organization.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusions apply:

1. This insurance does not apply to:
   a. Any "occurrence" which takes place after you cease to be a tenant in that premises;
   b. Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured; or
   c. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of:
      (1) The sole negligence of the Additional Insured or any employees of the Additional Insured; or
      (2) Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", an offense which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION PERMITS - BLANKET

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100375587-0	06/06/2025 12:01AM at the Named Insured address shown on the Declarations	Flying Lion Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured, any state or governmental agency or subdivision or political subdivision that has issued a permit for your operations, when it is required as a condition of such permit that the state or governmental agency or subdivision or political subdivision be named as an Additional Insured on this Policy, but only with respect to vicarious liability imposed on the Additional Insured as a result of those operations performed by you or on your behalf for which the state or political subdivision has issued the permit. However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required, as a condition of the permit, to provide for such Additional Insured.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to any:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality;
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the Additional Insured or employees of the Additional Insured; or
4. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

C. A state or political subdivision's status as an Additional Insured under this endorsement ends when "your work" under such permit is completed.

D. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required as a condition of the permit; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Duties of the Additional Insured in the event of "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence" an offense which may result in a claim, a claim which is made or a "suit", to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured A. may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by 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	4/24/2025	Policy No.	TWC4581953	Endorsement No.	0
Insured	Flying Lion, Inc			Premium $	18,020
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

6-18-25 - City of Carson - Flying Lion and The Union - Right of Use Agreement (Standard 6-25-25) (FLI 6-25)-de_CLEANforSigs+COLIs

Final Audit Report 2025-06-27

Created:	2025-06-27
By:	Haley Cromwell (hcromwell@standard-communities.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhZ-MTsCQW5YNdscYq--muh1olibMBqLF

"6-18-25 - City of Carson - Flying Lion and The Union - Right of Use Agreement (Standard 6-25-25) (FLI 6-25)-de_CLEANforSigs+COLIs" History

Document created by Haley Cromwell (hcromwell@standard-communities.com)
2025-06-27 - 0:02:07 AM GMT

Document emailed to Joe Ouellette (jouellette@standard-companies.com) for signature
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Policy Number: VGPL001996 **VP 07 83 07 17**
Insured Name: Flying Lion Inc
Number: 2 **Effective Date: 04/27/2025**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

I. **Section VIII. DEFINITIONS,** paragraph **G. Insured(s)**, is amended to add the following provisions:

Insured includes as an additional **Insured** any person or organization for whom the **Named Insured** is performing **Professional Services** when the **Named Insured** and such person or organization have agreed in writing in a contract or agreement, prior to the performance of **Professional Services**, that such person or organization be added as an additional **Insured** on the **Named Insured's** policy. This endorsement shall only apply to **Claim Expenses** with respect to **Claims** made against such additional **Insured** arising solely out of **Wrongful Acts** of the **Named Insured** in the performance of **Professional Services** for the additional **Insured**.

The Company will not pay any **Loss** on behalf of the additional **Insured**.

Such person or organization is an additional **Insured** only with respect to the **Named Insured's** ongoing performance of **Professional Services** for the additional **Insured**. A person's or organization's status as an additional **Insured** under this endorsement ends when the **Named Insured's Professional Services** for that additional **Insured** are completed.

II. **Section IV. EXCLUSIONS,** paragraph **L. Insureds versus Insureds**, is deleted in its entirety and replaced with the following:

L. Insureds versus Insureds
Claim by or on behalf of any **Insured**, or any present or former shareholder, partner, officer, director, or employee of any **Insured**, against any other **Insured**. However, this exclusion shall not apply to any **Claim** made against the **Named Insured** by any person or organization considered an additional **Insured** and that would otherwise be afforded under this Policy.

Endorsement Premium: Included

All other terms and conditions of this Policy remain unchanged.

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File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Parks & Recreation

Subject: CONSIDER AWARDING AND APPROVING CONTRACT SERVICES AGREEMENTS TO NEXGEN SALES AND PROTIME SPORTS, INC. FOR ON-CALL PURCHASES OF YOUTH SPORTS UNIFORMS AS NEEDED (CITY COUNCIL)

I. SUMMARY

The Community Services Department recently completed a Request for Proposals process (RFP No. 25-035) to solicit vendors that can furnish youth sports uniforms for baseball, softball, flag football, soccer, basketball, and track.

Staff is recommending the award and approval of two on-call Contract Services Agreements (each having a five-year initial term and a two-year option to extend thereafter) pursuant to the RFP, with (1) NexGen Sales (Exhibit No. 1) and (2) ProTime Sports, Inc. (Exhibit No. 2). Each proposed contract has a not-to-exceed Contract Sum of $1,750,000 over the initial five-year term, which equates to an annual average of no more than $350,000. Staff has recommended these higher Contract Sum totals (each permitting use of the full budgeted amount for youth sports uniforms on that one vendor to the exclusion of the other on-call vendor(s)) to ensure continued availability of services to meet the City's needs in case a vendor is unwilling or unable to provide needed services for any reason. The City is not obligated to spend any amount under any of the proposed contracts.

If the recommendation is approved by City Council, the previously approved budget expenditure allocations will be distributed among the two proposed on-call vendors in Purchase Orders for future fiscal year budgets in Community Services; no budget amendment is currently requested. The total approved budgeted amounts for youth sports uniforms, although lower (in current and anticipated budgets) than the collective Contract Sum annual averages set forth in the two proposed contracts, will not be inadvertently exceeded, as safeguards are already in place which prevent issuance of any requisition that would result in a budget exceedance. These Contract Sum amounts will allow greater flexibility for staff to select just one, or more than one, vendor from the on-call panel for the purchase of uniforms for any given sports season. Furthermore, the uniform fees collected from the Youth Sports programs will fully reimburse the City within the fiscal year, with the increased revenue offsetting the anticipated expenditure for these tasks.

II. RECOMMENDATION

1. WAIVE any irregularities in the proposals received, pursuant to CMC 2611(l)(2); and

2. AWARD and APPROVE a five-year on-call Contract Services Agreement, with one two-year extension at the the City's discretion, to ALISON WHITNEY MILLER DBA NEXGEN SALES, for the provision of youth sports uniforms, at a not-to-exceed Contract Sum of $1,750,000 for the initial five-year contract term (Exhibit No. 1; the "NexGen Contract"); and
3. AWARD and APPROVE a five-year on-call Contract Services Agreement, with one two-year extension at the the City's discretion, to PROTIME SPORTS, INC., for the provision of youth sports uniforms, at a not-to-exceed Contract Sum of $1,750,000 for the initial five-year contract term (Exhibit No. 2; the "ProTime Sports Contract"); and
4. AUTHORIZE the Mayor to execute the NexGen Contract and the ProTime Sports Contract, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids/proposals and DIRECT staff to initiate a new RFP Process.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City of Carson's Youth Sports program offers many opportunities for young people to participate in organized team sports. Current offerings include baseball, softball, basketball, flag football, and soccer, with different divisions in each sport. Games are scheduled during specific optimum "seasons", and played at most of the City's 12 parks. In addition, there are other opportunities for the youth to participate in park programs such as track and field, boxing, and Summer leagues.

In February 2025, Council approved three vendors for uniforms. One vendor, Triangle Sports, did not follow through with the proper insurance requirements and was never utilized. American Soccer Company and Buddy's All Stars provided inadequate service primarily due to uniform inaccuracies and late shipments. These contracts have not been terminated. However, they are on-call contracts and the City is not obligated to utilize them. After consultation with the City Attorney and Purchasing Division, staff determined it was best to go out to bid once more.

RFP No. 25-035 for On-Call Youth Sports Program - Uniforms (Exhibit No. 3) was finalized and posted with the feedback received from Recreation Center Supervisors and Youth Sports Coordinator. The RFP asked for written proposals from qualified vendors interested in being an on-call contractor for the purchase of youth sports uniforms for City of Carson-operated youth sports programs conducted at all City park and recreation facilities, with the aim of establishing an on-call panel capable of providing the capacity and flexibility necessary to meet the City's needs. The estimated number of youth sports participants expected in a calendar year is 5,450. RFP No. 25-035 was posted on July 3, 2025, and five proposals were received by July 14, 2025 (Exhibit No. 4).

Proposals were evaluated pursuant to CMC 2611(c) and the evaluation criteria set forth in the RFP, which included bid pricing, quality of uniforms, qualifications and experience, and capacity to deliver services (Exhibit Nos. 3, 7-9). Two submissions were disqualified for not submitting requisite information (GBros & JC Promotional Enterprize, Inc.). All Star Elite Sports was not chosen due to higher pricing and not submitting complete uniform packages for all sports. The two highest ranked proposals were NexGen Sales and ProTime Sports. Both had high quality, acceptable uniforms to offer at a fair and reasonable price. Please note on the bid register (Exhibit No. 4), ProTime Sports was marked invalidated by Planet Bids on a technicality but was later rectified.

After evaluating the proposals, staff concluded that awarding the proposed contracts to NexGen Sales and ProTime Sports will meet the City's needs, and determined that the allowable spending per uniform will be the following: Flag Football ($55), Soccer ($60), Basketball ($55), Baseball ($70), Softball ($60), and Track ($30). This would total approximately $322,500.00 in spending per year on youth sports uniforms with 5,450 participants. The extra amount requested (up to $350,000, the annual amount for each contract) is in case of increases in registrations, particularly due to the full reopening of Carriage Crest, Foisia, and Mills Parks.

Staff has determined that the total yearly budget for youth sports uniforms will be $350,000.00, which includes the aforementioned buffer to account for an increase in registrations. To mitigate risks such as poor service or potential business disruptions, the request for staff to have contractual authorization to use each vendor for up to the full $350,000.00 annually ensures flexibility and continuity in the event of unforeseen issues with one or more of the on-call vendors. To clarify, the annual budget allocated for uniforms will be capped at a not-to-exceed total of $350,000.00 per year.

Prior to the start of the 2025 T-Ball/Baseball/Softball season, $218,230 of the $300,000 Youth Sports Resident Uniform Subsidy, which began with the Flag Football/Soccer season in 2023, has been spent. This has provided uniforms for 5,507 Carson resident Youth Sports participants. For the most recent three sports seasons, a total of $198,979.93 has been spent on resident participant uniforms. The subsidy has covered $122,515 of that amount. We are in the process of updating these totals to reflect the refunds from the recent 2025 T-ball/Baseball/Softball season.

Here is a summary of the total spent by sport and vendor for the last three sport seasons; the 2024 expenditures for NexGen and Protime were pursuant to prior contracts:

	BUDDY'S ALL STARS	ALISON WHITNEY/NEXGEN	AMERICAN SOCCER COMPANY	PROTIME SPORTS	TOTAL
T-BALL/BASEBALL/SOFTBALL 2025	$68,402.87	$0	$11,811.22	$0	$80,214.09
FOOTBALL/SOCCER 2024		$13,963.50	$30,621.00	$7,863.16	$52,447.66
BASKETBALL 2024/2025		$35,300.25	$17,584.69	$0	$52,884.94
TOTAL:	$68,402.87	$49,263.75	$60,016.91	$7,863.16	$185,546.69

V. FISCAL IMPACT

The City serves as a pass-through from which the uniforms can be purchased, as Youth Sports participants pay the total amount to the City for their uniforms before the staff places uniform orders with vendors. There is adequate funding in the Youth Sports Account No. 101-90-950-701-6009 to establish a Blanket Purchase Order from which all expected uniform purchases for FY 2025/26 can be made.

VI. EXHIBITS

1. Contract Services Agreement - NexGen Sales
2. Contract Services Agreement - ProTime Sports
3. RFP No. 25-035 On-Call Youth Sports Programs - Uniforms
4. Bid Register RFP 25-035
5. NexGen Bid/Pricing
6. ProTime Sports Bid/Pricing
7. Proposal Evaluation Form - All Star Elite Sports
8. Proposal Evaluation Form - NexGen Sales
9. Proposal Evaluation Form - ProTime Sports

Attachments

Contract Services Agreement - NexGen Sales
Contract Services Agreement - ProTime Sports
RFP 25-035 On-Call Youth Sports Program - Uniforms
Bid Register RFP 25-035
NexGen Bid/Pricing.pdf
Protime Sports Bid/Pricing
Proposal Evaluation Form - All Star Elite Sports
Proposal Evaluation Form - NexGen
Proposal Evaluation Form - ProTime Sports

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ALISON WHITNEY MILLER DBA NEXGEN SALES

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ALISON WHITNEY MILLER DBA NEXGEN SALES

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025, by and between the CITY OF CARSON, a California municipal corporation ("City") and ALISON WHITNEY MILLER DBA NEXGEN SALES, a sole proprietorship ("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 **One Million Seven Hundred Fifty Thousand Dollars and Zero Cents ($1,750,000.00)** (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:

Alison Miller	Owner, Sales Representative
(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 Tim Grierson, Recreation Superintendent. 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 (Coverage Form ISO CGL CG 00 01 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, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 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, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. 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 DATE 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 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 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 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 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.

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
[pks]

CONSULTANT:
ALISON WHITNEY MILLER DBA NEXGEN SALES, a sole proprietorship

By:_____
Name: Alison Whitney Miller
Address: 2840 E. 5th St.
Long Beach, CA 90814
Tel: 714-251-3856

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 on an on-call basis:

Provide the City with sports uniform supply services for baseball, basketball, flag football, soccer, track and field, and softball for use in the City's Youth Sports programs conducted on a seasonal basis at City Park and recreation facilities, in accordance with Section II below. The quantity will depend on the City's needs as determined by the Contract Officer in his or her sole discretion. Uniforms will be provided in full sets as detailed in Section V below. Uniform sets for each sport shall be packaged separately by individual teams. Below is an estimated number of participants; however, actual demand will be determined based on the number of participants who register for each sport during the registration period prior to the start of each season.

- Basketball ~1,500 participants (starts mid-December)
- Baseball/Softball ~2,000 combined (starts early April)
- Flag Football ~360 (starts mid-September)
- Soccer ~1,500 (starts mid-September)
- Track and Field ~50 (starts early February)

This Agreement retains the Consultant's on-call availability and commitment to pricing, but does not guarantee that the City will request or approve any Task Proposals or services from Consultant pursuant to this Agreement. This Agreement does not create any entitlement of Consultant to perform any services or receive any compensation except for Consultant's services rendered pursuant to an approved Task Proposal, if and as may be approved the Contract Officer pursuant to section II below.

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 and the specifications of each Uniform Set requested/proposed for sale; the costs to perform the task, including Uniform Set-specific prices ("Task Budget") complying with Exhibit C (Schedule of Compensation) and Exhibit "C-1"; an explanation of 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 if/when approved, will issue a notice to proceed to Consultant.

1. Notwithstanding any other provision of this Agreement, notices to proceed and other notices pursuant to this Section II may be issued via email by the Contract Officer or his or her designee on behalf of City, or by Consultant's Principal or his or her designee on behalf of Consultant, using designated email addresses which shall be exchanged by the Contract Officer and Consultant's Principal promptly upon execution of this Agreement and thereafter kept current at all times; if no notice of a change to a designated email address has been provided, the last-designated email address for that purpose shall be deemed current. Email notice provided in accordance with this Section II shall be deemed delivered one business day (M-F, excluding state and federal holidays) after transmission of the email.

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. The Parks that host the Youth Sports programs/leagues that will be provided with uniforms (if and as authorized pursuant to Section II above) are the following:

1.	Anderson Park 19101 S. Wilmington Ave. Carson, CA 90746	7.	Dominguez Park 21330 Santa Fe Avenue Carson, CA 90810
2.	Calas Park 1000 E. 220th Street Carson, CA 90745	8.	Hemingway Park 700 E. Gardena Boulevard Carson, CA 90746
3.	Carriage Crest Park 23800 S. Figueroa Street Carson, CA 90745	9.	Foisia Park 23410 Catskill Avenue Carson, CA 90745
4.	Carson Park 21411 S. Orrick Avenue Carson, CA 90745	10.	Mills Park 1340 E. Dimondale Dr. Carson, CA 90746
5.	Del Amo Park 703 E. Del Amo Boulevard Carson, CA 90746	11.	Stevenson Park 17400 Lysander Drive Carson, CA 90746
6.	Dolphin Park	12.	Veterans Park / Veterans

21205 Water Street Carson, CA 90745	Sports Complex 22400 Moneta Avenue Carson, CA 90745

IV. Primary City staff contacts, subject to change by City, shall be as follows:

A. Anderson Park – Aundrea Rockhold, Recreation Center Supervisor II

B. Calas Park – Larry Failla, Recreation Center Supervisor II

C. Carriage Crest Park – Carolyn Pele, Recreation Center Supervisor II

D. Carson Park – Cristina Herrera, Senior Recreation Center Supervisor

E. Del Amo Park – Angel Zamora, Recreation Center Supervisor I

F. Dolphin Park – Pat Camacho, Recreation Center Supervisor II

G. Dominguez Park – Nick Reyes, Recreation Center Supervisor I

H. Hemingway Park – Gwen Whitaker, Recreation Center Supervisor II

I. Foisia Park – Janny Noa, Senior Recreation Center Supervisor

J. Mills Park – Mickie Sanchez, Recreation Center Supervisor II

K. Stevenson Park – Howard Johnson, Recreation Center Supervisor I

L. Veterans Park – Isaac Gardner, Senior Recreation Center Supervisor

M. Veterans Sports Complex – Kenny Harris, Recreation Center Supervisor II

N. Invoice Submissions – Nancy Rusas, Youth Sports Coordinator

O. Contract Officer – Tim Grierson, Recreation Superintendent

V. As part of the Services, Consultant will maintain availability of all of the following Uniform Sets, and will prepare and deliver the same to the City upon request/authorization pursuant to Section II above:

A. Baseball Uniform Set

1. Uniform Items: (i) jersey; (ii) pants (pull-up and belt-loop styles available, as requested by the Contract Officer); (iii) hat; (iv) belt; and (v) socks.

B. Softball Uniform Set

1. Uniform Items: (i) jersey; (ii) pants or shorts (as requested by the Contract Officer; both shall be available); (iii) visor; and (iv) socks.

C. Flag Football Uniform Set

1. Uniform Items: (i) jersey; and (ii) shorts.

D. Basketball Uniforms Set

1. Uniform Items: (i) jersey (regular or reversible options available, as requested by the Contract Officer); (ii) shorts; and (iii) hooded sweatshirt (if requested by the Contract Officer).

E. Soccer Uniform Set

1. Uniform Items: (i) jersey; (ii) shorts; (iii) socks; and (iv) shin guards.

F. Track and Field Uniform Set

1. Uniform Items: (i) jersey; (ii) shorts; and (iii) socks.

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

A. As requested by Contract Officer.

B. Consultant to confirm and provide updates on shipment and delivery of all uniforms and apparel promptly after each order placement.

VII. 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 the City.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

I. Section 2.1 (Contract Sum) is hereby amended as follows:

"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 One Million Seven Hundred Thousand Dollars and Zero Cents ($1,750,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8***. In the event City exercises its two-year option to extend the term of this Agreement pursuant to Section 3.4, the total compensation for the two-year option period shall not exceed $700,000, unless additional compensation is approved pursuant to Section 1.8."***

II. The first paragraph of Section 2.4 (Invoices) is hereby amended as follows:

"***Except as otherwise provided in Exhibit "C" (Schedule of Compensation),*** ~~E~~***e***ach 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."

III. Section 3.4 (Term) is hereby amended as follows:

"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"). ***City may, in its sole discretion and subject to City Council approval, upon written notice to Consultant, extend the term of the Agreement for a two-year extension period, at the pricing rates specified in Exhibit "C" (Schedule of Compensation) for Year 6 and Year 7 of this Agreement.*****"**

IV. Subsection (d) (Professional Liability) of Section 5.1 (Insurance Coverages) is hereby deleted.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the pricing rates set forth in this Exhibit and Exhibit "C-1." If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal and shall be subject to Contract Officer approval pursuant to Section II of Exhibit "A" (Scope of Services).

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

A. Line items for all items describing the applicable pricing rate.

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

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

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

III. The total compensation for the Services shall not exceed $1,750,000.00 as provided in Section 2.1 of this Agreement.

IV. The Consultant's pricing rates are set forth in Exhibit "C-1."

A. Late add-on orders will be at the same cost as original orders (no additional charge).

B. All numbers and letterings must be screen printed or sublimated for front number, back number, team name and graphic (no additional charge).

C. Samples submitted by Consultant become the property of the City.

EXHIBIT C-1

Consultant has already provided sample sizing at the time of proposal. In the event samples need to be replaced, at the request of the Contract Officer, Consultant shall provide additional sample jerseys for each of the twelve parks to accommodate the full range of sizes, including Youth XXS, XS, S, M, L and Adult S, M, L, XL, XXL, XXXL, and 4XL, or sizing as requested by the Contract Officer. The cost of sample jerseys, shorts, or pants - including materials, delivery, handling, and any other related expenses are included in the following table:

	Baseball	**Softball**	**Flag Football**	**Basketball**	**Soccer**	**Track & Field**
x12 **12 Parks**	$450 or $37.50 per uniform set	$450 or $37.50 per uniform set	$600 or $50 per uniform set	$600 or $50 per uniform set	$600 or $50 per uniform set	$600 or $50 per uniform set
Total:	$5400	$5400	$7200	$7200	$7200	$7200

*****One set of jersey and shorts from any sport can be used to size for every sport (i.e., order a sizing set for flag football and it can work for every other sport).
*****Will only need to order baseball pants for sizing; so total cost for sizing for a single park would be $1,050 ($600 + $450) – for all 12 sizes at a park; the "per uniform set" price is listed as the cost for one size

Consultant shall provide the Uniform Sets at the following costs:

Sport & Uniform Set	**Unit Cost Year 1 Adult Size**	**Unit Cost Year 1 Youth Size**	**Unit Cost Year 2 Adult Size**	**Unit Cost Year 2 Youth Size**	**Unit Cost Year 3 Adult Size**	**Unit Cost Year 3 Youth Size**	**Unit Cost Year 4 Adult Size**	**Unit Cost Year 4 Youth Size**	**Unit Cost Year 5 Adult Size**	**Unit Cost Year 5 Youth Size**
Baseball*: Jersey, pants, hat, belt, socks	$53.34 - $67.27	$52.03 - $65.72	$53.87 - $67.94	$52.55 - $66.38	$54.41 - $68.82	$53.07 - $67.03	$54.94 - $69.29	$53.59 - $67.69	$55.47 - $69.96	$54.11 - $68.35
Softball: Jersey. Pants, or	$53.34	$52.03	$53.87	$52.55	$54.41	$53.07	$54.94	$53.59	$55.47	$54.11

shorts, visor, socks										
Flag Football: Jersey, Shorts	$47.52	$47.52	$48.00	$48.00	$48.47	$48.47	$48.95	$48.95	$49.42	$49.42
Basketball*: Jersey (regular or reversible.), shorts	$47.52	$47.52	$48.00	$48.00	$48.47	$48.47	$48.95	$48.95	$49.42	$49.42
Soccer: Jersey, Shorts, socks, shin guards	$58.12	$58.12	$58.70	$58.70	$59.28	$59.28	$59.86	$59.86	$60.44	$60.44
Track & Field: Jersey, shorts, socks	$50.77	$50.77	$51.28	$51.28	$51.79	$51.79	$52.29	$52.29	$52.80	$52.80

*Baseball: The top price for baseball is a pull up pant, the bottom price is for a belt loop pant
*Basketball: Priced for a single layer fully sublimated jersey and short. Hoodies are not offered.

Sport & Uniform Set	**(Optional) Unit Cost Year 6** **Adult Size**	**(Optional) Unit Cost Year 6** **Youth Size**	**(Optional) Unit Cost Year 7** **Adult Size**	**(Optional) Unit Cost Year 7** **Youth Size**
Baseball*: Jersey, pants, hat, belt, socks	$56.01 - $70.63	$54.63 - $69.01	$56.54 - $71.31	$55.15 - $69.66

Softball: Jersey. Pants, or shorts, visor, socks	$56.01	$54.63	$56.54	$55.15
Flag Football: Jersey, Shorts	$49.90	$49.90	$50.37	$50.37
Basketball*: Jersey (regular or reversible.), shorts	$49.90	$49.90	$50.37	$50.37
Soccer: Jersey, Shorts, socks, shin guards	$61.03	$61.03	$61.61	$61.61
Track & Field: Jersey, shorts, socks	$53.31	$53.31	$53.82	$53.82

*Baseball: The top price for baseball is a pull up pant, the bottom price is for a belt loop pant
*Basketball: Priced for a single layer fully sublimated jersey and short. Hoodies are not offered.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with this Exhibit "D" and the applicable approved Task Proposal pursuant to Section II of Exhibit "A." All Services shall be completed by the applicable Task Completion Date.

II. Unless otherwise provided in the applicable approved Task Proposal, Consultant shall complete all Services: (i) for each main season order within 20 business days, inclusive of shipping and delivery, from City's notice to proceed pursuant to Section II of Exhibit "A"; and (ii) for each late add-on order within 10 business, inclusive of shipping and delivery, following City's notice to proceed pursuant to Section II of Exhibit "A". For purposes of this Section, "main season order" means and refers to an order submitted by the City at or near the outset of a given sports season whereby the City orders uniforms for the teams and players participating in the sports season based on the initial registration for the season, and "late add-on order" refers to all other orders. For purposes of this Section, "business days" means Monday through Friday, excluding state and federal holidays.

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

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

PROTIME SPORTS INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
PROTIME SPORTS INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025, by and between the CITY OF CARSON, a California municipal corporation ("City") and PROTIME SPORTS INC., a Washington 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 **One Million Seven Hundred Fifty Thousand Dollars and Zero Cents ($1,750,000.00)** (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:

Andrew Mead	Account Manager
(Name)	(Title)

Amy Ballinger	Sales Manager
(Name)	(Title)
John Moore	Owner
(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 Tim Grierson, Recreation Superintendent. 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 (Coverage Form ISO CGL CG 00 01 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, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 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, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. 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 DATE 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 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 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 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 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.

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
[pks; brj]

CONSULTANT:
PROTIME SPORTS INC., a Washington corporation

By:_____
Name: John T. Moore
Title: President

By:_____
Name: Amy Ballinger
Title: Corporate Secretary
Address: 18289 Olympic Ave. South
Seattle, WA 98188
Tel: 800-575-1603

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 on an on-call basis:

Provide the City with sports uniform supply services for baseball, basketball, flag football, soccer, track and field, and softball for use in the City's Youth Sports programs conducted on a seasonal basis at City Park and recreation facilities, in accordance with Section II below. The quantity will depend on the City's needs as determined by the Contract Officer in his or her sole discretion. Uniforms will be provided in full sets as detailed in Section V below. Uniform sets for each sport shall be packaged separately by individual teams. Below is an estimated number of participants; however, actual demand will be determined based on the number of participants who register for each sport during the registration period prior to the start of each season.

- Basketball ~1,500 participants (starts mid-December)
- Baseball/Softball ~2,000 combined (starts early April)
- Flag Football ~360 (starts mid-September)
- Soccer ~1,500 (starts mid-September)
- Track and Field ~50 (starts early February)

This Agreement retains the Consultant's on-call availability and commitment to pricing, but does not guarantee that the City will request or approve any Task Proposals or services from Consultant pursuant to this Agreement. This Agreement does not create any entitlement of Consultant to perform any services or receive any compensation except for Consultant's services rendered pursuant to an approved Task Proposal, if and as may be approved the Contract Officer pursuant to section II below.

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 and the specifications of each Uniform Set requested/proposed for sale; the costs to perform the task, including Uniform Set-specific prices ("Task Budget") complying with Exhibit "C" (Schedule of Compensation) and Exhibit "C-1"; an explanation of 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 if/when approved, will issue a notice to proceed to Consultant.

1. Notwithstanding any other provision of this Agreement, notices to proceed and other notices pursuant to this Section II may be issued via email by the Contract Officer or his or her designee on behalf of City, or by Consultant's Principal or his or her designee on behalf of Consultant, using designated email addresses which shall be exchanged by the Contract Officer and Consultant's Principal promptly upon execution of this Agreement and thereafter kept current at all times; if no notice of a change to a designated email address has been provided, the last-designated email address for that purpose shall be deemed current. Email notice provided in accordance with this Section II shall be deemed delivered one business day (M-F, excluding state and federal holidays) after transmission of the email.

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. The Parks that host the Youth Sports programs/leagues that will be provided with uniforms (if and as authorized pursuant to Section II above) are the following:

1.	Anderson Park 19101 S. Wilmington Ave. Carson, CA 90746	7.	Dominguez Park 21330 Santa Fe Avenue Carson, CA 90810
2.	Calas Park 1000 E. 220th Street Carson, CA 90745	8.	Hemingway Park 700 E. Gardena Boulevard Carson, CA 90746
3.	Carriage Crest Park 23800 S. Figueroa Street Carson, CA 90745	9.	Foisia Park 23410 Catskill Avenue Carson, CA 90745
4.	Carson Park 21411 S. Orrick Avenue Carson, CA 90745	10.	Mills Park 1340 E. Dimondale Dr. Carson, CA 90746
5.	Del Amo Park 703 E. Del Amo Boulevard Carson, CA 90746	11.	Stevenson Park 17400 Lysander Drive Carson, CA 90746
6.	Dolphin Park	12.	Veterans Park / Veterans

21205 Water Street Carson, CA 90745	Sports Complex 22400 Moneta Avenue Carson, CA 90745

IV. Primary City staff contacts, subject to change by City, shall be as follows:

A. Anderson Park – Aundrea Rockhold, Recreation Center Supervisor II

B. Calas Park – Larry Failla, Recreation Center Supervisor II

C. Carriage Crest Park – Carolyn Pele, Recreation Center Supervisor II

D. Carson Park – Cristina Herrera, Senior Recreation Center Supervisor

E. Del Amo Park – Angel Zamora, Recreation Center Supervisor I

F. Dolphin Park – Pat Camacho, Recreation Center Supervisor II

G. Dominguez Park – Nick Reyes, Recreation Center Supervisor I

H. Hemingway Park – Gwen Whitaker, Recreation Center Supervisor II

I. Foisia Park – Janny Noa, Senior Recreation Center Supervisor

J. Mills Park – Mickie Sanchez, Recreation Center Supervisor II

K. Stevenson Park – Howard Johnson, Recreation Center Supervisor I

L. Veterans Park – Isaac Gardner, Senior Recreation Center Supervisor

M. Veterans Sports Complex – Kenny Harris, Recreation Center Supervisor II

N. Invoice Submissions – Nancy Rusas, Youth Sports Coordinator

O. Contract Officer – Tim Grierson, Recreation Superintendent

V. As part of the Services, Consultant will maintain availability of all of the following Uniform Sets, and will prepare and deliver the same to the City upon request/authorization pursuant to Section II above:

A. Baseball Uniform Set

1. Uniform Items: (i) jersey; (ii) pants (pull-up and belt-loop styles available, as requested by the Contract Officer); (iii) hat; (iv) belt; and (v) socks.

B. Softball Uniform Set

1. Uniform Items: (i) jersey; (ii) pants or shorts (as requested by the Contract Officer; both shall be available); (iii) visor; and (iv) socks.

C. Flag Football Uniform Set

1. Uniform Items: (i) jersey; and (ii) shorts.

D. Basketball Uniform Set

1. Uniform Items: (i) jersey (regular or reversible options available, as requested by the Contract Officer); (ii) shorts; and (iii) hooded sweatshirt (if requested by the Contract Officer).

E. Soccer Uniform Set

1. Uniform Items: (i) jersey; (ii) shorts; (iii) socks; and (iv) shin guards.

F. Track and Field Uniform Set

1. Uniform Items: (i) jersey; (ii) shorts; and (iii) socks.

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

A. As requested by Contract Officer.

B. Consultant to confirm and provide updates on shipment and delivery of all uniforms and apparel promptly after each order placement.

VII. 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 the City.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

I. Section 2.1 (Contract Sum) is hereby amended as follows:

"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 One Million Seven Hundred Thousand Dollars and Zero Cents ($1,750,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8**. *In the event City exercises its two-year option to extend the term of this Agreement pursuant to Section 3.4, the total compensation for the two-year option period shall not exceed $700,000, unless additional compensation is approved pursuant to Section 1.8."***

II. The first paragraph of Section 2.4 (Invoices) is hereby amended as follows:

"***Except as otherwise provided in Exhibit "C" (Schedule of Compensation),*** ~~E~~***e***ach 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."

III. Section 3.4 (Term) is hereby amended as follows:

"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"). ***City may, in its sole discretion and subject to City Council approval, upon written notice to Consultant, extend the term of the Agreement for a two-year extension period, at the pricing rates specified in Exhibit "C" (Schedule of Compensation) for Year 6 and Year 7 of this Agreement.*****"**

IV. Subsection (d) (Professional Liability) of Section 5.1 (Insurance Coverages) is hereby deleted.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the pricing rates set forth in this Exhibit and Exhibit "C-1." If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal and shall be subject to Contract Officer approval pursuant to Section II of Exhibit "A" (Scope of Services).

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

A. Line items for all items describing the applicable pricing rate.

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

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

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

III. The total compensation for the Services shall not exceed $1,750,000.00 as provided in Section 2.1 of this Agreement.

IV. The Consultant's pricing rates are set forth in Exhibit "C-1."

A. Late add-on orders will be at the same cost as original orders (no additional charge).

B. All numbers and letterings must be screen printed or sublimated for front number, back number, team name and graphic (no additional charge).

EXHIBIT C-1

Consultant has already provided sample sizing at the time of proposal. In the event samples need to be replaced, at the request of the Contract Officer, Consultant shall provide additional sample jerseys for each of the twelve parks to accommodate the full range of sizes, including Youth XXS, XS, S, M, L and Adult S, M, L, XL, XXL, XXXL, and 4XL, or sizing as requested by the Contract Officer. The cost of sample jerseys, shorts, or pants - including materials, delivery, handling, and any other related expenses are included in the following table:

	Baseball	**Softball**	**Flag Football**	**Basketball**	**Soccer**	**Track & Field**
x12 **12 Parks**	$5.50 each	$4.50 each	$5.00 each	$5.00 each	$5.50 each	$3.50 each

*****One set of jersey and shorts from any sport can be used to size for every sport (i.e., order a sizing set for flag football and it can work for every other sport).

Consultant shall provide the Uniform Sets at the following costs:

Sport & Uniform Set	**Unit Cost Year 1 Adult Size**	**Unit Cost Year 1 Youth Size**	**Unit Cost Year 2 Adult Size**	**Unit Cost Year 2 Youth Size**	**Unit Cost Year 3 Adult Size**	**Unit Cost Year 3 Youth Size**	**Unit Cost Year 4 Adult Size**	**Unit Cost Year 4 Youth Size**	**Unit Cost Year 5 Adult Size**	**Unit Cost Year 5 Youth Size**
Baseball: Jersey, pants, hat, belt, socks	$37.70	$35.70	$39.20	$37.20	$40.30	$38.30	$41.10	$39.10	$42.35	$40.35
Softball: Jersey, Pants or shorts, visor, socks	$35.25	$33.25	$36.65	$34.65	$37.75	$35.75	$38.50	$36.50	$39.65	$37.65
Flag Football: Jersey, Shorts	$16.70	$15.70	$17.35	$16.35	$17.80	$16.80	$18.10	$17.10	$18.65	$17.65

Basketball*: Jersey (regular or reversible), shorts, hooded sweatshirt (optional)	Reg: $17.35 Rev: $29.00 Only Hoodie: $22.00	Reg: $16.35 Rev: $27.00 Only Hoodie: $21.00	Reg: $18.00 Rev: $30.10 Only Hoodie: $22.85	Reg: $17.00 Rev: $28.10 Only Hoodie: $21.85	Reg: $18.55 Rev: $31.00 Only Hoodie: $23.55	Reg: $17.55 Rev: $29.00 Only Hoodie: $22.55	Reg: $18.95 Rev: $31.50 Only Hoodie: $23.95	Reg: $17.95 Rev: $29.50 Only Hoodie: $22.95	Reg: $19.50 Rev: $32.45 Only Hoodie: $24.60	Reg: $18.50 Rev: $30.45 Only Hoodie: $23.60
Soccer: Jersey, Shorts, socks, shin guards	$22.45	$21.45	$23.35	$22.35	$24.00	$23.00	$24.50	$23.50	$25.25	$24.25
Track & Field: Jersey, shorts, socks	$16.70	$15.70	$17.40	$16.40	$17.95	$16.95	$18.35	$17.35	$18.90	$17.90

*Basketball: Price includes jersey and shorts; hoodie at separate price

Sport & Uniform Set	**(Optional) Unit Cost Year 6** **Adult Size**	**(Optional) Unit Cost Year 6** **Youth Size**	**(Optional) Unit Cost Year 7** **Adult Size**	**(Optional) Unit Cost Year 7** **Youth Size**
Baseball: Jersey, pants, hat, belt, socks	$44.05	$42.05	$45.85	$43.85
Softball: Jersey, Pants, or shorts, visor, socks	$41.25	$39.25	$42.90	$40.90
Flag Football: Jersey, Shorts	$19.40	$18.40	$20.25	$19.25

Basketball*: Jersey (regular or reversible), shorts, hooded sweatshirt (optional)	Reg: $20.30 Rev: $33.75 Only Hoodie: $25.60	Reg: $19.30 Rev: $31.75 Only Hoodie: $24.60	Reg: $21.25 Rev: $35.10 Only Hoodie: $26.75	Reg: $20.25 Rev: $33.10 Only Hoodie: $25.75
Soccer: Jersey, Shorts, socks, shin guards	$26.25	$25.25	$27.35	$26.35
Track & Field: Jersey, shorts, socks	$19.75	$18.75	$20.50	$19.50

*Basketball: Price includes jersey and shorts; hoodie at separate price

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with this Exhibit "D" and the applicable approved Task Proposal pursuant to Section II of Exhibit "A." All Services shall be completed by the applicable Task Completion Date.

II. Unless otherwise provided in the applicable approved Task Proposal, Consultant shall complete all Services: (i) for each main season order within 10 business days for baseball, softball, and soccer, and within 7 business days for flag football, basketball, and track & field, inclusive of shipping and delivery, from City's notice to proceed pursuant to Section II of Exhibit "A"; and (ii) for each late add-on order within 4 business days for baseball, softball, and soccer, and within 3 business days for flag football, basketball, and track & field, inclusive of shipping and delivery, following City's notice to proceed pursuant to Section II of Exhibit "A". For purposes of this Section, "main season order" means and refers to an order submitted by the City at or near the outset of a given sports season whereby the City orders uniforms for the teams and players participating in the sports season based on the initial registration for the season, and "late add-on order" refers to all other orders. For purposes of this Section, "business days" means Monday through Friday, excluding state and federal holidays.

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

Purchasing Division
701 E. Carson Street
Carson, CA 90745

REQUEST FOR PROPOSALS (RFP): # 25-035

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

YOUTH SPORTS PROGRAM
ON-CALL SUPPLY AND DELIVERY SERVICES

ISSUE DATE:	**07/03/2025**
Q&A DEADLINE:	**07/08/2025 by 10:00 AM**
RFP DEADLINE:	**07/14/2025 by 10:00 AM**

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

No late proposals will be accepted. Proposals received after the deadline established will not be considered for this contract. Proposers are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittal of complete proposals. The City reserves the sole right to evaluate the proposals submitted, waive any irregularity therein, approve sub-consultants (if applicable), and select or reject proposals, should such action be deemed in the best interests of the City.

All questions or requests for interpretation regarding this RFP must be submitted online through PlanetBids by the date and time specified. Any City response to this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process.

Please note, in the event of a conflict between any details included in this RFP 25-035 and any details in PlanetBids, this RFP 25-035 shall control and govern.

To view other bidding opportunities from the City of Carson, please visit:
https://ci.carson.ca.us/Finance/Bidding.aspx

RFP No. 25-035

YOUTH SPORTS PROGRAM
ON-CALL SUPPLY AND DELIVERY SERVICES

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Additional Documents Available as Downloads from PlanetBids

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. Certification of Compliance with Labor Code 3700
6. W-9 Request for Taxpayer Identification Number and Certification
7. Acknowledgement of Insurance Endorsements
8. Instructions for Entering Electronic Bids
9. Contract Insurance Checklist – Non-Construction
10. Contract for Services Template Long Form

A. SUMMARY

The City of Carson; hereinafter referred to as “City” is soliciting proposals form qualified and responsive contractors to provide youth sports uniforms on an on-call, as-needed basis. Uniforms are required for a variety of seasonal sports including, but not limited to, baseball, basketball, flag football, soccer, softball, and track and field. These uniforms will support the City’s Youth Sports Program, which operates at 12 park locations throughout Carson.

The selected contractor(s) must demonstrate the ability to fulfill uniform orders accurately and on time, in accordance with program schedules and specifications. Consistent and reliable performance – including timely delivery and correct order fulfillment – is essential to ensure uniforms are received prior to the start of each sports season.

The initial contract term will be for an initial term of five (5) years, with the option to extend for up to one (1) additional two-year term, at the sole discretion of the City. Extensions will be contingent upon the contractor’s satisfactory performance, including timely delivery, order accuracy, responsiveness, and overall reliability, as determined by the City.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops at Carson on its route between Los Angeles and Long Beach and the City’s owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson’s ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

B. GENERAL RFP POLICIES

The City of Carson reserves the right to make changes in this RFP as it may be considered appropriate. Any and all changes in the RFP will be made by written addenda which will be issued via PlanetBids. No oral changes will be permitted. Addenda issued during the proposal process shall become a part of the original proposal. All proposals must be submitted by the date and time established for the opening of 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 or assigned designee.

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 a 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.

No contract exists on the part of the City until the City Council has made the award and a contract has been fully executed. The award, if made, will take approximately within ninety (90) calendar days after the scheduled proposal opening date.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the proposer's responsibility to ensure its 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, downloading/uploading 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. Bidders are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids, as only the Purchasing Manager may be contacted. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Bidders are solely responsible for "on time" submission of their electronic bids. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully.

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

C. PROPOSAL SUBMISSION

All proposals in response to this RFP must be submitted electronically on PlanetBids no later than the due date and time established on the cover page of this solicitation document. All proposal submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All proposal submission documents shall be uploaded in PDF format.

Vendors must also submit a sample of each uniform item included in their proposal. Arrangements to deliver these uniform samples to the City's Purchasing Division must be completed by the proposal due date and time: July 14, 2025 by 10:00 AM. Uniform samples submitted by successful bidders will become the property of the City as part of the contract agreement. Bidders not awarded a contract may request the return of their samples, which will be made available for pickup from the City.

It is the sole responsibility of the bidder to ensure sufficient time to prepare, scan and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of bids after the designated deadline. Any technical questions regarding the use of PlanetBids must be directed to PlanetBids.

Failure to include all required Sections and Attachments may result in a proposal being deemed unresponsive. All proposals shall include the following, at minimum:

I. Required Proposal Sections – **Not to exceed thirty (30) pages**:

- ☐ Cover Letter – Signed by an officer of the firm authorized to execute a contract with the City. The primary contact name, phone number, email, and mailing address shall also be included.
- ☐ Proposer Qualifications – Summarize the qualifications of the Proposer. Include general information such as, but not limited to, the number of years in business, areas of expertise, etc.
- ☐ Key Staff and Team – Identify Key Staff that will be assigned to the project and include a description of their skills, qualifications, and experience. Include a proposed project structure and organization chart.
- ☐ Project Understanding – Demonstrate an understanding of the Scope, key goals, and objectives.
- ☐ Project Approach and Work Plan – Include a detailed work approach and methodology, incorporating project stages, deliverables, project milestones, project timeline, and any other necessary information required to complete the Scope of Work.
- ☐ Subcontractor List (if applicable) – Include a list of subcontractors, if applicable, that will be utilized to complete the Scope of Work. Identify the subcontractor's qualifications and extent of work to be performed by each subcontractor. Include a summary of the subcontractor's qualifications, key personnel, primary contact name, phone number, and email.
    - The majority of the work 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.

D. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via PlanetBids using the "Q&A" tab no later than the date and time established on the cover page of this solicitation document. No verbal requests or requests made in any other format will be accepted. Each question must be submitted separately, not combined into a single submission or written in paragraph form. Be sure to include the corresponding Section and page number with each question.

Requests submitted for the City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or standard form Contract Services Agreement, **must be included at the time of proposal submission.** Such requests should include an attachment in PDF format on company letterhead that shows the requested modifications. The City will provide formal answers to all questions. Changes to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the Vendor Portal. All addenda shall become a part of the RFP document requiring both signature and acknowledgement by the proposer.

It is the sole responsibility of the bidder to ensure that they have received the entire RFP including any questions, answers and addenda by visiting the City of Carson PlanetBids Vendor Portal.

Type of Question	Contact	Contact Info
Those related to the Contract	PlanetBids	Post directly to PlanetBids under the "Q&A" tab
Use of PlanetBids	PlanetBids	(818) 992-1771

City's Purchasing Process	Josilla Togiola Purchasing Manager	jtogiola@carsonca.gov (310) 830-7600 ext. 1237

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified. Proposers shall clearly demonstrate qualifications to complete the scope of work. All proposers must meet the following, at minimum:

- Qualifications to conduct business in the City including, not limited to maintaining a City business license, maintaining the required Insurance as outlined above, etc.
- Not having been debarred by Federal, State or local government
- Demonstrated capability, skills, financial responsibility, experience, and resources to complete the Scope of Work.

F. INSURANCE REQUIREMENTS

The selected contractor must comply with the insurance requirements detailed in the Contract for Services Agreement below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the proposal. Failure to submit may result in City rejecting the proposal as being materially non-responsive to this RFP.

If a Proposer believes any of 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. The City will review the request and if appropriate, will issue an amendment to the insurance requirements as a written 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.

WC Endorsements:

Waiver of Subrogation endorsement in favor of City of Carson

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

Proposals will be evaluated on the basis of the response to all provisions of the RFP. The award, unless 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 the contract responsibilities possesses the expertise and experience to perform the requisite professional services, as more particularly set forth in the evaluation criteria table below.

An evaluation panel, consisting of City staff and members selected by City staff, will review and evaluate all responsive main submittals received by the submittal date as set forth in this RFP, or as amended by addenda, and the main submittals will be evaluated based on the thoroughness, clarity, and quality of the material presented.

The City will use the following criteria to evaluate proposals:

Evaluation Criteria and Contractor Accountability

Criteria	Description	Max Points
Compliance with RFP Requirements	Completeness and clarity of proposal; all required documents, samples, certifications, and item details are submitted as instructed.	15
Quality of Uniforms	Fabric durability, fit, color accuracy, print quality (screen-printed or sublimated), and adherence to industry standards. Evaluation may include review of submitted samples.	25
Experience and Past Performance	Demonstrated experience with similar contracts; references from public agencies or recreation programs. History of timely and accurate order fulfillment.	20
Cost Proposal	Competitiveness and fairness of pricing; clarity and completeness of cost breakdown, including delivery fees and optional services.	20
Delivery Timelines and Fulfillment Plan	Ability to meet deadlines, provide tracking/updates, and handle late/add-on orders. Clear plan for turnaround times.	15
Customer Service and Responsiveness	Availability, communication, and support for order coordination, problem resolution, and responsiveness to City needs.	5
	TOTAL	100

Contractor Performance and Accountability

The following performance standards and remedies shall apply to all awarded contractors:

1. Timeliness

Orders must be delivered by the dates specified in each task order. Failure to meet delivery deadlines without prior written approval may result in written warnings, withholding of payment, or termination for cause.

2. Accuracy

All orders must be fulfilled as submitted—correct sizing, color, sport, and customization. Incorrect orders must be corrected at the contractor's sole expense within five (5) business days.

3. Repeat Deficiencies

The City reserves the right to remove a contractor from the on-call panel or terminate the contract if the contractor demonstrates a pattern of:

- Late deliveries (two or more documented occurrences per season)
- Incorrect or incomplete orders
- Unresponsiveness to corrective actions

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal and to waive any irregularities or informalities in any proposal; (2) Request clarification of any information contained in a proposal or allow for the correction of errors and/or omissions; (3) Conduct qualification interviews with highest ranked proposer(s) prior to a final selection; (4) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (5) Disregard all non-conforming, non-responsive, or conditional proposals; (6) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction; (7) Award a contract based solely on the submittal; (8) Select the proposal that will best meet the needs of the City; (9) Request clarification of any proposal; (10) Negotiate the Contract Services Agreement terms with tentatively selected proposer(s); and (11) Modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

Proposals shall be kept confidential until the conclusion of the RFP process, including award and negotiation of the terms and any and all contracts awarded or proposed to be awarded.

Awarded proposer, or proposers if multiple contracts are awarded, will be notified by issuance of a Notice of Intent to Award via PlanetBids Vendor Portal to all bidders. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders except to the extent memorialized in a contract that is approved by the City or presented for approval by the City Council. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with other proposer(s) or withdraw the RFP in its entirety and re-bid.

SCOPE OF WORK (RFP 25-035)

The selected contractor(s) shall provide on-call, as needed uniform supply services to support the City of Carson's Youth Sports Program, which operates across 12 City park locations. Uniforms are required for seasonal sports programs including baseball, softball, basketball, flag football, soccer, and track and field.

A. Uniform Requirements

Upon contract award, the contractor shall provide full uniform sets as specified for each sport, including accurate sizing (Youth XXS – XL through Adult S – 4XL), correct colors, and required screen printing for team names, numbers, and graphics or as requested by the City's Contract Officer. Each uniform type must comply with industry standards for durability and comfort.

All numbers and letterings must be screen printed or sublimated for front number, back number, and team name and graphics.

Uniform sets must include the following components per sport (as applicable):

- Basketball: Jerseys (regular and/or reversible options), shorts, hooded sweatshirts (optional)
- Baseball & Softball: Jerseys, pants (pull-up and belt-loop), hats or visors, socks, belts
- Flag Football: Jerseys, shorts or pants
- Soccer: Jerseys, shorts, socks, shin guards
- Track & Field: Jerseys, shorts, socks

All uniforms must be bagged and labeled by team, as ordered.

B. Proposal Submittal Requirements

All proposals must include:

- Detailed product brochures / specification sheets for each uniform item
- Copies of guarantees and / or warranties
- Uniform samples for each item proposed, delivered to the Purchasing Division by the proposal deadline

*Note: Samples submitted by successful contractors become the property of the City. Unsuccessful contractors may retrieve their samples by request. *

C. Turnaround and Delivery Expectations

Contractors must clearly state their turnaround times for:

- Main season orders
- Late / add-on orders

The City prioritizes contractors who demonstrate the ability to consistently meet delivery deadlines and fulfill orders accurately. Failure to meet delivery or quantity expectations may result in contract termination or disqualification from future solicitations.

All proposals must include marketing or sales brochures that provide detailed information and specifications for

D. On-Call Task Order Process

Uniform orders will be issued via individual task orders. The process is as follows:

1. City issues written task orders with required quantities and deadlines.
2. Contractor submits pricing and delivery timeline (proposal).
3. City reviews, modifies, approves or rejects the Task Order.
4. City issues formal Notice-to-Proceed.
5. Contractor completes delivery by the specified due date and provides tracking updates upon request.
6. All uniforms shall be subject to review and acceptance by the City. Any item deemed unsatisfactory shall be corrected or replaced by the contractor at no additional cost to the City.

E. Estimated Participation

Participant figures are estimates only and do not represent guaranteed quantities. Actual demand will be determined based on the number of participants who register for each sport during the registration period prior to the start of each season.

- Basketball: ~1,500 participants (starts mid-December)
- Baseball/Softball: ~ 2,000 combined (starts early April)
- Flag Football: ~ 360 (starts mid-September)
- Soccer: ~ 1,500 (starts mid-September)
- Track and Field: ~ 50 (starts early February)

F. Delivery Locations

Uniforms must be delivered to: City of Carson – Building B, 18620 S. Broadway, Receiving Warehouse, Carson, CA 90248

G. Primary Contacts

Uniform orders will be coordinated through the Recreation Center Supervisors at each park location. Invoice submissions shall be directed to the City's Youth Sports Coordinator. The Contract Officer for this agreement is the Recreation Superintendent. Names and titles of assigned City staff will be provided upon contract award.

H. Turnaround Time for All Youth Sports Uniforms

Please indicate the approximate turnaround time in business days for each sport, both for main season orders and late add-on orders.

Sport	Main Season Order (Business Days)	Late Add-On Order (Business Days)
Baseball	_____	_____
Softball	_____	_____
Flag Football	_____	_____
Basketball	_____	_____
Soccer	_____	_____
Track	_____	_____

Table A. Sample Sizing Jerseys – Cost Proposal Table

Upon contract award, vendors must also provide **sample jerseys** for each park location to accommodate the full range of sizes, including Youth XXS, XS, X, M, L and Adult S, M, L, XL, XXL, XXXL, and 4XL, or sizing as requested by the City. **Vendors shall include all costs associated with providing these sample jerseys in this Table A.**

Upon contract award, all costs associated with providing these sample jerseys – including materials, delivery, handling, and any other related expenses – shall be included in the Sample Sizing Jerseys Cost Proposal.

Designated Park Location		Baseball	Softball	Flag Football	Basketball	Soccer	Track
1.	Anderson Park	$	$	$	$	$	$
2.	Calas Park	$	$	$	$	$	$
3.	Carraige Crest Park	$	$	$	$	$	$
4.	Carson Park	$	$	$	$	$	$
5.	Del Amo Park	$	$	$	$	$	$
6.	Dolphin Park	$	$	$	$	$	$
7.	Dominguez Park	$	$	$	$	$	$
8.	Hemingway Park	$	$	$	$	$	$
9.	Foisia Park	$	$	$	$	$	$
10.	Mills Park	$	$	$	$	$	$
11.	Stevenson Park	$	$	$	$	$	$
12.	Veterans Park	$	$	$	$	$	$
Sample Sizing Jerseys Total Cost							

Table B: Costs: Initial Term of Contract Years One (1) through Five (5)

Instructions to Proposers: Each row in the table below represent distinct uniform items. Please complete all applicable rows and columns for each item on which you are submitting a bid.

Cost proposals must be **all-inclusive** and reflect **all services necessary** to furnish the uniform items to the city. This includes, but is not limited to: All applicable taxes, Delivery / shipping fees, Any other associated costs, Additional fees, if applicable, should be itemized in the section titled "**Additional Fees (if applicable)**."

Sport	**Uniform Set Description**	**Year 1 Adult**	**Year 1 Youth**	**Year 2 Adult**	**Year 2 Youth**	**Year 3 Adult**	**Year 3 Youth**	**Year 4 Adult**	**Year 4 Youth**	**Year 5 Adult**	**Year 5 Youth**
Baseball	Jersey, pants, hat, belt, socks	$	$	$	$	$	$	$	$	$	$
Softball	Jersey, pants or shorts, visor, socks	$	$	$	$	$	$	$	$	$	$
Flag Football	Jersey, shorts	$	$	$	$	$	$	$	$	$	$
Basketball	Jerseys (regular and/or reversible options), shorts, hooded sweatshirt (optional)	$	$	$	$	$	$	$	$	$	$
Soccer	Jersey, shorts, socks, shin guards	$	$	$	$	$	$	$	$	$	$
Track & Field	Jersey, shorts, socks	$	$	$	$	$	$	$	$	$	$
Additional Fees (if applicable):											

Table C: Costs: Optional Years – Six (6) and Seven (7)

Contractors are also asked to submit proposed pricing for optional Years 6 and 7. These years are not guaranteed and are included solely for evaluation and planning purposes. The City may exercise these options at its discretion.

Please complete the corresponding fields in the pricing table to reflect proposed rates for these optional years.

Cost proposals must be **all-inclusive** and reflect **all services necessary** to furnish the uniform items to the City. This includes, but is not limited to: All applicable taxes, Delivery / shipping fees, Any other associated costs, Additional fees, if applicable, should be itemized in the section titled "**Additional Fees (if applicable)**."

Sport	Uniform Set Description	Optional Year 6 Adult	Optional Year 6 Youth	Optional Year 7 Adult	Optional Year 7 Youth
Baseball	Jersey, pants, hat, belt, socks	$	$	$	$
Softball	Jersey, pants or shorts, visor, socks	$	$	$	$
Flag Football	Jersey, shorts	$	$	$	$
Basketball	Jerseys (regular and/or reversible options), shorts, hooded sweatshirt (optional)	$	$	$	$
Soccer	Jersey, shorts, socks, shin guards	$	$	$	$
Track & Field	Jersey, shorts, socks	$	$	$	$

Additional Fees (if applicable):

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 25-035 – YOUTH SPORTS PROGRAM ON-CALL SUPPLY AND DELIVERY SERVICES*

BID OPENING DATE: *07-14-25* **TIME:** *10:00 P.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	All Star Elite Sports	Emanual Vargas	7/13/25 9:39 p.m.			
2.	G BROS, INC DBA G BROS PROMOTION	Jahrette Gonzalez	7/12/25 3:14 p.m.			
3.	JC Promotional Enterprize Inc	LaVerne Mosley	7/13/25 8:20 p.m.			
4.	NEX Gen Sales	Alison Miller	7/13/25 5:37 p.m.			
5.	Pro Time Sports		7/7/25 2:19 p.m.	Invalidated		
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: Melissa Figueroa (Print Legibly) MF (Initials)

Staff Present: Scott Griffee (Print Legibly) (Initials)

City Clerk: (Signature)

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

Purchasing Division
701 E. Carson Street
Carson, CA 90745

REQUEST FOR PROPOSALS (RFP): # 25-035

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

YOUTH SPORTS PROGRAM
ON-CALL SUPPLY AND DELIVERY SERVICES

ISSUE DATE:	**07/03/2025**
Q&A DEADLINE:	**07/08/2025 by 10:00 AM**
RFP DEADLINE:	**07/14/2025 by 10:00 AM**

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

No late proposals will be accepted. Proposals received after the deadline established will not be considered for this contract. Proposers are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittal of complete proposals. The City reserves the sole right to evaluate the proposals submitted, waive any irregularity therein, approve sub-consultants (if applicable), and select or reject proposals, should such action be deemed in the best interests of the City.

All questions or requests for interpretation regarding this RFP must be submitted online through PlanetBids by the date and time specified. Any City response to this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process.

Please note, in the event of a conflict between any details included in this RFP 25-035 and any details in PlanetBids, this RFP 25-035 shall control and govern.

To view other bidding opportunities from the City of Carson, please visit:
https://ci.carson.ca.us/Finance/Bidding.aspx

RFP No. 25-035

YOUTH SPORTS PROGRAM
ON-CALL SUPPLY AND DELIVERY SERVICES

Table of Contents

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G. Proposal Opening, Document Review and Award of Contract	7
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Additional Documents Available as Downloads from PlanetBids

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. Certification of Compliance with Labor Code 3700
6. W-9 Request for Taxpayer Identification Number and Certification
7. Acknowledgement of Insurance Endorsements
8. Instructions for Entering Electronic Bids
9. Contract Insurance Checklist – Non-Construction
10. Contract for Services Template Long Form

A. SUMMARY

The City of Carson; hereinafter referred to as "City" is soliciting proposals form qualified and responsive contractors to provide youth sports uniforms on an on-call, as-needed basis. Uniforms are required for a variety of seasonal sports including, but not limited to, baseball, basketball, flag football, soccer, softball, and track and field. These uniforms will support the City's Youth Sports Program, which operates at 12 park locations throughout Carson.

The selected contractor(s) must demonstrate the ability to fulfill uniform orders accurately and on time, in accordance with program schedules and specifications. Consistent and reliable performance – including timely delivery and correct order fulfillment – is essential to ensure uniforms are received prior to the start of each sports season.

The initial contract term will be for an initial term of five (5) years, with the option to extend for up to one (1) additional two-year term, at the sole discretion of the City. Extensions will be contingent upon the contractor's satisfactory performance, including timely delivery, order accuracy, responsiveness, and overall reliability, as determined by the City.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops at Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson's ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

B. GENERAL RFP POLICIES

The City of Carson reserves the right to make changes in this RFP as it may be considered appropriate. Any and all changes in the RFP will be made by written addenda which will be issued via PlanetBids. No oral changes will be permitted. Addenda issued during the proposal process shall become a part of the original proposal. All proposals must be submitted by the date and time established for the opening of 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 or assigned designee.

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 a 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.

No contract exists on the part of the City until the City Council has made the award and a contract has been fully executed. The award, if made, will take approximately within ninety (90) calendar days after the scheduled proposal opening date.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the proposer's responsibility to ensure its 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, downloading/uploading 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. Bidders are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids, as only the Purchasing Manager may be contacted. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Bidders are solely responsible for "on time" submission of their electronic bids. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully.

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

C. PROPOSAL SUBMISSION

All proposals in response to this RFP must be submitted electronically on PlanetBids no later than the due date and time established on the cover page of this solicitation document. All proposal submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All proposal submission documents shall be uploaded in PDF format.

Vendors must also submit a sample of each uniform item included in their proposal. Arrangements to deliver these uniform samples to the City's Purchasing Division must be completed by the proposal due date and time: July 14, 2025 by 10:00 AM. Uniform samples submitted by successful bidders will become the property of the City as part of the contract agreement. Bidders not awarded a contract may request the return of their samples, which will be made available for pickup from the City.

It is the sole responsibility of the bidder to ensure sufficient time to prepare, scan and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of bids after the designated deadline. Any technical questions regarding the use of PlanetBids must be directed to PlanetBids.

Failure to include all required Sections and Attachments may result in a proposal being deemed unresponsive. All proposals shall include the following, at minimum:

I. Required Proposal Sections – **Not to exceed thirty (30) pages**:

- ☐ Cover Letter – Signed by an officer of the firm authorized to execute a contract with the City. The primary contact name, phone number, email, and mailing address shall also be included.
- ☐ Proposer Qualifications – Summarize the qualifications of the Proposer. Include general information such as, but not limited to, the number of years in business, areas of expertise, etc.
- ☐ Key Staff and Team – Identify Key Staff that will be assigned to the project and include a description of their skills, qualifications, and experience. Include a proposed project structure and organization chart.
- ☐ Project Understanding – Demonstrate an understanding of the Scope, key goals, and objectives.
- ☐ Project Approach and Work Plan – Include a detailed work approach and methodology, incorporating project stages, deliverables, project milestones, project timeline, and any other necessary information required to complete the Scope of Work.
- ☐ Subcontractor List (if applicable) – Include a list of subcontractors, if applicable, that will be utilized to complete the Scope of Work. Identify the subcontractor's qualifications and extent of work to be performed by each subcontractor. Include a summary of the subcontractor's qualifications, key personnel, primary contact name, phone number, and email.
    - The majority of the work 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.

D. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via PlanetBids using the "Q&A" tab no later than the date and time established on the cover page of this solicitation document. No verbal requests or requests made in any other format will be accepted. Each question must be submitted separately, not combined into a single submission or written in paragraph form. Be sure to include the corresponding Section and page number with each question.

Requests submitted for the City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or standard form Contract Services Agreement, **must be included at the time of proposal submission.** Such requests should include an attachment in PDF format on company letterhead that shows the requested modifications. The City will provide formal answers to all questions. Changes to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the Vendor Portal. All addenda shall become a part of the RFP document requiring both signature and acknowledgement by the proposer.

It is the sole responsibility of the bidder to ensure that they have received the entire RFP including any questions, answers and addenda by visiting the City of Carson PlanetBids Vendor Portal.

Type of Question	Contact	Contact Info
Those related to the Contract	PlanetBids	Post directly to PlanetBids under the "Q&A" tab
Use of PlanetBids	PlanetBids	(818) 992-1771

City's Purchasing Process	Josilla Togiola Purchasing Manager	jtogiola@carsonca.gov (310) 830-7600 ext. 1237

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified. Proposers shall clearly demonstrate qualifications to complete the scope of work. All proposers must meet the following, at minimum:

- Qualifications to conduct business in the City including, not limited to maintaining a City business license, maintaining the required Insurance as outlined above, etc.
- Not having been debarred by Federal, State or local government
- Demonstrated capability, skills, financial responsibility, experience, and resources to complete the Scope of Work.

F. INSURANCE REQUIREMENTS

The selected contractor must comply with the insurance requirements detailed in the Contract for Services Agreement below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the proposal. Failure to submit may result in City rejecting the proposal as being materially non-responsive to this RFP.

If a Proposer believes any of 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. The City will review the request and if appropriate, will issue an amendment to the insurance requirements as a written 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.

WC Endorsements:

Waiver of Subrogation endorsement in favor of City of Carson

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

Proposals will be evaluated on the basis of the response to all provisions of the RFP. The award, unless 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 the contract responsibilities possesses the expertise and experience to perform the requisite professional services, as more particularly set forth in the evaluation criteria table below.

An evaluation panel, consisting of City staff and members selected by City staff, will review and evaluate all responsive main submittals received by the submittal date as set forth in this RFP, or as amended by addenda, and the main submittals will be evaluated based on the thoroughness, clarity, and quality of the material presented.

The City will use the following criteria to evaluate proposals:

Evaluation Criteria and Contractor Accountability

Criteria	Description	Max Points
Compliance with RFP Requirements	Completeness and clarity of proposal; all required documents, samples, certifications, and item details are submitted as instructed.	15
Quality of Uniforms	Fabric durability, fit, color accuracy, print quality (screen-printed or sublimated), and adherence to industry standards. Evaluation may include review of submitted samples.	25
Experience and Past Performance	Demonstrated experience with similar contracts; references from public agencies or recreation programs. History of timely and accurate order fulfillment.	20
Cost Proposal	Competitiveness and fairness of pricing; clarity and completeness of cost breakdown, including delivery fees and optional services.	20
Delivery Timelines and Fulfillment Plan	Ability to meet deadlines, provide tracking/updates, and handle late/add-on orders. Clear plan for turnaround times.	15
Customer Service and Responsiveness	Availability, communication, and support for order coordination, problem resolution, and responsiveness to City needs.	5
	TOTAL	100

Contractor Performance and Accountability

The following performance standards and remedies shall apply to all awarded contractors:

1. Timeliness

Orders must be delivered by the dates specified in each task order. Failure to meet delivery deadlines without prior written approval may result in written warnings, withholding of payment, or termination for cause.

2. Accuracy

All orders must be fulfilled as submitted—correct sizing, color, sport, and customization. Incorrect orders must be corrected at the contractor's sole expense within five (5) business days.

3. Repeat Deficiencies

The City reserves the right to remove a contractor from the on-call panel or terminate the contract if the contractor demonstrates a pattern of:

- Late deliveries (two or more documented occurrences per season)
- Incorrect or incomplete orders
- Unresponsiveness to corrective actions

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal and to waive any irregularities or informalities in any proposal; (2) Request clarification of any information contained in a proposal or allow for the correction of errors and/or omissions; (3) Conduct qualification interviews with highest ranked proposer(s) prior to a final selection; (4) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (5) Disregard all non-conforming, non-responsive, or conditional proposals; (6) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction; (7) Award a contract based solely on the submittal; (8) Select the proposal that will best meet the needs of the City; (9) Request clarification of any proposal; (10) Negotiate the Contract Services Agreement terms with tentatively selected proposer(s); and (11) Modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

Proposals shall be kept confidential until the conclusion of the RFP process, including award and negotiation of the terms and any and all contracts awarded or proposed to be awarded.

Awarded proposer, or proposers if multiple contracts are awarded, will be notified by issuance of a Notice of Intent to Award via PlanetBids Vendor Portal to all bidders. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders except to the extent memorialized in a contract that is approved by the City or presented for approval by the City Council. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with other proposer(s) or withdraw the RFP in its entirety and re-bid.

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- Flag Football: ~ 360 (starts mid-September)
- Soccer: ~ 1,500 (starts mid-September)
- Track and Field: ~ 50 (starts early February)

F. Delivery Locations

Uniforms must be delivered to: City of Carson – Building B, 18620 S. Broadway, Receiving Warehouse, Carson, CA 90248

G. Primary Contacts

Uniform orders will be coordinated through the Recreation Center Supervisors at each park location. Invoice submissions shall be directed to the City's Youth Sports Coordinator. The Contract Officer for this agreement is the Recreation Superintendent. Names and titles of assigned City staff will be provided upon contract award.

H. Turnaround Time for All Youth Sports Uniforms

Please indicate the approximate turnaround time in business days for each sport, both for main season orders and late add-on orders.

Sport	Main Season Order (Business Days)	Late Add-On Order (Business Days)
Baseball	20	10
Softball	20	10
Flag Football	20	10
Basketball	20	10
Soccer	20	10
Track	20	10

* Due to our uniforms being completely custom made to order the turnaround time begins after all jersey style and artwork is approved and signed off by the park director

Table A. Sample Sizing Jerseys – Cost Proposal Table

Upon contract award, vendors must also provide **sample jerseys** for each park location to accommodate the full range of sizes, including Youth XXS, XS, X, M, L and Adult S, M, L, XL, XXL, XXXL, and 4XL, or sizing as requested by the City. **Vendors shall include all costs associated with providing these sample jerseys in this Table A.**

Upon contract award, all costs associated with providing these sample jerseys – including materials, delivery, handling, and any other related expenses – shall be included in the Sample Sizing Jerseys Cost Proposal.

Designated Park Location		Baseball	Softball	Flag Football	Basketball	Soccer	Track
1.	Anderson Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
2.	Calas Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
3.	Carraige Crest Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
4.	Carson Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
5.	Del Amo Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
6.	Dolphin Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
7.	Dominguez Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
8.	Hemingway Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
9.	Foisia Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
10.	Mills Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
11.	Stevenson Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
12.	Veterans Park	$ $450	$ $450	$ $600	$ $600	$ $600	$ $600
Sample Sizing Jerseys Total Cost		$5400	$5400	$7200	$7200	$7200	$7200

*One set of jerseys and shorts from any sport can be used to size for every sport
i.e. order a sizing set for flag football and it can work for every other sport
*Will only need to order baseball pants as well for sizing so total cost for sizing for a single park would be $1200

Table B: Costs: Initial Term of Contract Years One (1) through Five (5)

Instructions to Proposers: Each row in the table below represent distinct uniform items. Please complete all applicable rows and columns for each item on which you are submitting a bid.

Cost proposals must be **all-inclusive** and reflect **all services necessary** to furnish the uniform items to the city. This includes, but is not limited to: All applicable taxes, Delivery / shipping fees, Any other associated costs, Additional fees, if applicable, should be itemized in the section titled "**Additional Fees (if applicable)**."

Sport	Uniform Set Description	Year 1 Adult	Year 1 Youth	Year 2 Adult	Year 2 Youth	Year 3 Adult	Year 3 Youth	Year 4 Adult	Year 4 Youth	Year 5 Adult	Year 5 Youth
Baseball	Jersey, pants, hat, belt, socks	$ 53.34 $67.27	$ 52.03 $65.72	$ 53.87 $67.94	$ 52.55 $66.38	$ 54.41 $68.62	$ 53.07 $67.03	$ 54.94 $69.29	$ 53.59 $67.69	$ 55.47 $69.96	$ 54.11 68.35
Softball	Jersey, pants or shorts, visor, socks	$ 53.34	$ 52.03	$ 53.87	$ 52.55	$ 54.41	$ 53.07	$ 54.94	$ 53.59	$ 55.47	$ 54.11
Flag Football	Jersey, shorts	$ 47.52	$ 47.52	$ 48.00	$ 48.00	$ 48.47	$ 48.47	$ 48.95	$ 48.95	$ 49.42	$ 49.42
Basketball	Jerseys (regular and/or reversible options), shorts, hooded sweatshirt (optional)	$ 47.52	$ 47.52	$ 48.00	$ 48.00	$ 48.47	$ 48.47	$ 48.95	$ 48.95	$ 49.42	$ 49.42
Soccer	Jersey, shorts, socks, shin guards	$ 58.12	$ 58.12	$ 58.70	$ 58.70	$ 59.28	$ 59.28	$ 59.86	$ 59.86	$ 60.44	$ 60.44
Track & Field	Jersey, shorts, socks	$ 50.77	$ 50.77	$ 51.28	$ 51.28	$ 51.79	$ 51.79	$ 52.29	$ 52.29	$ 52.80	$ 52.80
Additional Fees (if applicable):											

*the top price for baseball is a pull up pant, the bottom price is for a belt-loop

*basketball is priced for a single layer fully sublimated jersey and short. Hoodies are not offered

Table C: Costs: Optional Years – Six (6) and Seven (7)

Contractors are also asked to submit proposed pricing for optional Years 6 and 7. These years are not guaranteed and are included solely for evaluation and planning purposes. The City may exercise these options at its discretion.

Please complete the corresponding fields in the pricing table to reflect proposed rates for these optional years.

Cost proposals must be **all-inclusive** and reflect **all services necessary** to furnish the uniform items to the City. This includes, but is not limited to: All applicable taxes, Delivery / shipping fees, Any other associated costs, Additional fees, if applicable, should be itemized in the section titled "**Additional Fees (if applicable)**."

Sport	Uniform Set Description	Optional Year 6 Adult	Optional Year 6 Youth	Optional Year 7 Adult	Optional Year 7 Youth
Baseball	Jersey, pants, hat, belt, socks	$ 56.01 $ 70.63	$ 54.63 $ 69.01	$ 56.54 $ 71.31	$ 55.15 $ 69.66
Softball	Jersey, pants or shorts, visor, socks	$ 56.01	$ 54.63	$ 56.54	$ 55.15
Flag Football	Jersey, shorts	$ 49.90	$ 49.90	$ 50.37	$ 50.37
Basketball	Jerseys (regular and/or reversible options), shorts, hooded sweatshirt (optional)	$ 49.90	$ 49.90	$ 50.37	$ 50.37
Soccer	Jersey, shorts, socks, shin guards	$ 61.03	$ 61.03	$ 61.61	$ 61.61
Track & Field	Jersey, shorts, socks	$ 53.31	$ 53.31	$ 53.82	$ 53.82
Additional Fees (if applicable):					

Table A. Sample Sizing Jerseys – Cost Proposal Table

Upon contract award, vendors must also provide **sample jerseys** for each park location to accommodate the full range of sizes, including Youth XXS, XS, X, M, L and Adult S, M, L, XL, XXL, XXXL, and 4XL, or sizing as requested by the City. **Vendors shall include all costs associated with providing these sample jerseys in this Table A.**

Upon contract award, all costs associated with providing these sample jerseys – including materials, delivery, handling, and any other related expenses – shall be included in the Sample Sizing Jerseys Cost Proposal.

Designated Park Location		Baseball	Softball	Flag Football	Basketball	Soccer	Track
1.	Anderson Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
2.	Calas Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
3.	Carraige Crest Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
4.	Carson Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
5.	Del Amo Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
6.	Dolphin Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
7.	Dominguez Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
8.	Hemingway Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
9.	Foisia Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
10.	Mills Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
11.	Stevenson Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
12.	Veterans Park	$ 5.50/E	$ 4.50 EACH	$ 5.00 EACH	$ 5.00 EACH	$ 5.50 EACH	$ 3.50 EACH
	Sample Sizing Jerseys Total Cost						

Table B: Costs: Initial Term of Contract Years One (1) through Five (5)

Instructions to Proposers: Each row in the table below represent distinct uniform items. Please complete all applicable rows and columns for each item on which you are submitting a bid.

Cost proposals must be **all-inclusive** and reflect **all services necessary** to furnish the uniform items to the city. This includes, but is not limited to: All applicable taxes, Delivery / shipping fees, Any other associated costs, Additional fees, if applicable, should be itemized in the section titled "**Additional Fees (if applicable)**."

Sport	Uniform Set Description	Year 1 Adult	Year 1 Youth	Year 2 Adult	Year 2 Youth	Year 3 Adult	Year 3 Youth	Year 4 Adult	Year 4 Youth	Year 5 Adult	Year 5 Youth
Baseball	Jersey, pants, hat, belt, socks	$ 37.70	$ 35.70	$ 39.20	$ 37.20	$ 40.30	$ 38.30	$ 41.10	$ 39.10	$ 42.35	$ 40.35
Softball	Jersey, pants or shorts, visor, socks	$ 35.25	$ 33.25	$ 36.65	$ 34.65	$ 37.75	$ 35.75	$ 38.50	$ 36.50	$ 39.65	$ 37.65
Flag Football	Jersey, shorts	$ 16.70	$ 15.70	$ 17.35	$ 16.35	$ 17.80	$ 16.80	$ 18.10	$ 17.10	$ 18.65	$ 17.65
Basketball	Jerseys (regular and/or reversible options), shorts, hooded sweatshirt (optional)	$ REG 17.35 REVER 29.00 HOODIE 22.00	$ REG 16.35 REVER 27.00 HOODIE 21.00	$ REG 18.00 REVER 30.10 HOODIE 22.85	$ REG 17.00 REVER 28.10 HOODIE 21.85	$ REG 18.55 REVER 31.00 HOODIE 23.55	$ REG 17.55 REVER 29.00 HOODIE 22.55	$ REG 18.95 REVER 31.50 HOODIE 23.95	$ REG 17.95 REVER 29.50 HOODIE 22.95	$ REG 19.50 REVER 32.45 HOODIE 24.60	$ REG 18.50 REVER 30.45 HOODIE 23.60
Soccer	Jersey, shorts, socks, shin guards	$ 22.45	$ 21.45	$ 23.35	$ 22.35	$ 24.00	$ 23.00	$ 24.50	$ 23.50	$ 25.25	$ 24.25
Track & Field	Jersey, shorts, socks	$ 16.70	$ 15.70	$ 17.40	$ 16.40	$ 17.95	$ 16.95	$ 18.35	$ 17.35	$ 18.90	$ 17.90

Additional Fees (if applicable):

Table C: Costs: Optional Years – Six (6) and Seven (7)

Contractors are also asked to submit proposed pricing for optional Years 6 and 7. These years are not guaranteed and are included solely for evaluation and planning purposes. The City may exercise these options at its discretion.

Please complete the corresponding fields in the pricing table to reflect proposed rates for these optional years.

Cost proposals must be **all-inclusive** and reflect **all services necessary** to furnish the uniform items to the City. This includes, but is not limited to: All applicable taxes, Delivery / shipping fees, Any other associated costs, Additional fees, if applicable, should be itemized in the section titled "**Additional Fees (if applicable)**."

Sport	Uniform Set Description	Optional Year 6 Adult	Optional Year 6 Youth	Optional Year 7 Adult	Optional Year 7 Youth
Baseball	Jersey, pants, hat, belt, socks	$ 44.05	$ 42.05	$ 45.85	$ 43.85
Softball	Jersey, pants or shorts, visor, socks	$ 41.25	$ 39.25	$ 42.90	$ 40.90
Flag Football	Jersey, shorts	$ 19.40	$ 18.40	$ 20.25	$ 19.25
Basketball	Jerseys (regular and/or reversible options), shorts, hooded sweatshirt (optional)	$ REG 20.30 REV 33.75 HOOD 25.60	$ REG 19.30 REV 31.75 HOOD 24.60	$ REG 21.25 REV 35.10 HOOD 26.75	$ REG 20.25 REV 33.10 HOOD 25.75
Soccer	Jersey, shorts, socks, shin guards	$ 26.25	$ 25.25	$ 27.35	$ 26.35
Track & Field	Jersey, shorts, socks	$ 19.75	$ 18.75	$ 20.50	$ 19.50

Additional Fees (if applicable):

H. Turnaround Time for All Youth Sports Uniforms

Please indicate the approximate turnaround time in business days for each sport, both for main season orders and late add-on orders.

Sport	Main Season Order (Business Days)	Late Add-On Order (Business Days)
Baseball	10	4
Softball	10	4
Flag Football	7	3
Basketball	7	3
Soccer	10	4
Track	7	3

PROTIME SPORTS COMPANY HISTORY

Protime Sports was founded in 2007 by two individuals that had previously run a sportswear apparel business for 15 year. The company is a factory direct supplier located in Seattle Washington. With the exception of licensed product, all uniform items sold are Protime Sports apparel which provides the purchaser with the best possible pricing. Our own manufacturing facility allows us complete product quality and control. Printing, decoration, sublimation and embroidery are done in house to assure absolute order accuracy, quick turn times and price matched fill-in orders. Large levels of inventory are maintained in our 54,000 square foot facility to accommodate "at once" orders during the peak of the season. Our on-site cutting and sewing operation allow for quick fill-ins when product is running low on popular styles. We have a year round staff of 45 employees that expands to 100 during peak periods. We ship nationwide and to City Parks and Rec organizations, Little Leagues, Pony, Dixie and Dizzy Dean clubs. We offer customers a wide range of tools to help make the ordering process as simple and clear as possible. Protime Sports will supply customers with online stores, size samples, pre-order checklists, product samples and mock-up as well as an impressive spirit wear program. We strive to offer flexibility and diversity to meet your needs and expectations. Through honesty and integrity, our goal remains to deliver premier quality uniforms on time, with the best customer service in the industry.

KEY PERSONNEL

ANDREW MEAD: Key Account Manager with 4 years experience working with larger Protime Sports accounts in both soccer and baseball. Holds a B.S. in Sports Management from Washington State University

AMY BALLINGER. Sales Manager with 20 years experience working with sports apparel and co owner of Protime Sports. Cell: 206-271-1512

JOHN MOORE. Company owner with 30 years experience of business ownership in the sports apparel industry. Background primarily in accounting with an M.B.A in Finance, B.S in Accounting and B.S in Computer Science Southern Methodist University. Cell 206-853-6664

Protime Sports Method of Approach

Description of Services: Protime Sports provides soccer, baseball, softball and basketball uniforms and other garments such as medical gowns and medical masks. We manufacture our own product both off shore as well as domestically in our facility in Seattle Washington. Along with our corporate office with customer service accounting and an in house sales force we also screen print, heat press, embroider, sublimate and sew garments in the same building. We currently have the capacity to ship up to 10,000 units a day and are constantly investing in new machinery and equipment to improve our quality and efficiencies.

Customer Service: Protime Sports is committed to the customers we serve and we outline this in an eight point customer service philosophy listed below.

1. Treat customers with dignity, respect and courtesy.
2. Listen earnestly and objectively to the needs of the customer
3. Respond to customers in a timely, efficient and responsible manner.
4. Respond to customers with accurate and complete information.
5. Utilize all assets available to insure customers are satisfied with their experience.
6. Work as a unified team to improve service and problem solving for all customers.
7. Solicit feedback from customers on improving product and service.
8. Build the foundation of our business on values and character.

In addition we have provided you with the cell phone numbers of the sales manager and the owner so if at any time you are not completely satisfied you have additional lines of communication.

PROTIME SPORTS
18289 OLYMPIC AVE SOUTH
SEATTLE, WA 98188

800-575-1603

COMPANY PROFILE

18289 Olympic Ave. South
Seattle, WA 98188
1.800.575.1603

CLUBID BY PROTIME SPORTS

INTRODUCTION

Protime Sports has taken our 35 years of experience as an apparel manufacturer of stock and custom athletic uniforms and applied our same mission of quality, collaboration, service, consistency and reliability to branding your club with CLUB ID. We have combined our extensive knowledge of performance fabrics and garment construction with the latest trends in athletic apparel to create product that will perform at the most rigorous levels of play. We believe in moving forward and continuing to innovate to keep players at the top of their game. The relationships we build with our customers remains the driving force of our future.

"We believe in moving foward and continuing to innovate to keep players at the top of their game."

OUR MISSION

Customers come first. Our success as a company will always be measured in terms of what we can accomplish for you. We offer honesty and transparency with every sale.

OUR VISION

To provide everyone, from first-time participants to professional athletes, the best uniform product available, delivered on time at affordable price.

PROGRAM PHILOSOPHY

The essence of Club ID lies in the simple philosophy that you are your brand. As an ambassador of your brand, CLUB ID will allow you to CREATE YOUR IDENTITY.

To thrive in a fiercely competitive marketplace, you must treat your club's brand identity as a strategic asset that transcends mere attributes. Working on an emotional and experiential level, your brand is the most powerful tool available to you for building and inspiring loyalty.

Since your brand is more essence than object, it is not easily quantifiable. It has an emotional center that reflects your club's traits and values as well as your player's hopes and desires. The objective of a brand is to imprint itself on those who experience it and, in doing so, make a lasting impression.

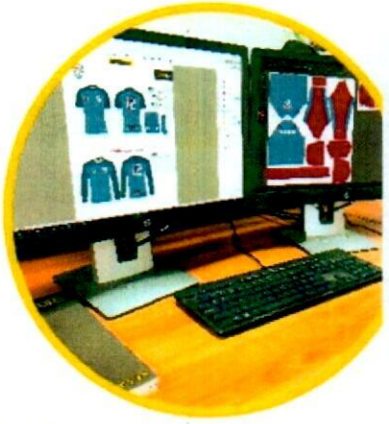
Commit yourself to building and strengthening the brand identity of your club, and creating an authentic look that captures the essence of who you are, what you do, and why the world should care.

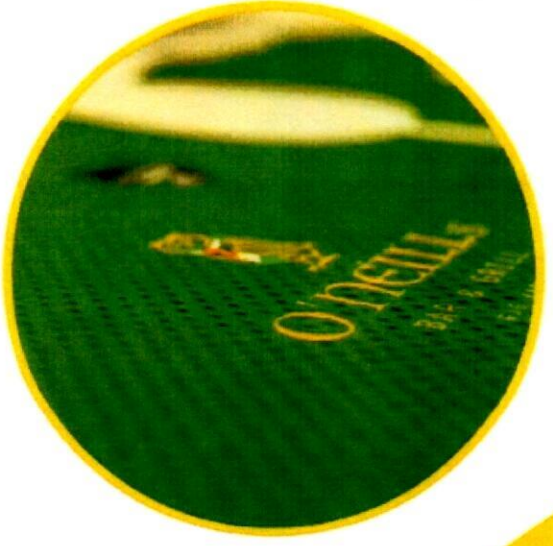
OUR ADVANTAGE

- US manufacturer offering in house cutting, sewing, embroidery, silkscreening, heat press and custom sublimation.
- Additional Protime Sports factories in Taiwan for increased production capabilities.
- Factory direct purchase with no reseller involved.
- Custom designs available unique to your club with your label and your brand.
- Online club store available which removes need for administration involvement with uniform ordering.
- The custom CLUB ID program allows product mark-ups and the club can earn a revenue share from all sales.
- No kit lifecycles, your uniform will always be available.
- No up charge for rush delivery.
- Direct contact to a Protime representative that will manage your account.
- Vertically integrated manufacturing allows for flexibility of order fulfillment.
- Every aspect of Protime Sports and CLUB ID was built to handle custom requests so your orders can be completed to your brand's needs.

OUR SERVICES

- **Design** – In house design team to turn your brand vision into reality.
- **Sewing** – In house cutting and sewing with current expansion for increased domestic manufacturing.
- **Printing** – In house silkscreening and digital logo production allows delivery flexibility.
- **Sublimation** – In house Espon printers paired with continuous and flat bed presses.
- **Embroidery** – In house embroidery using state of the art Barudan and Tajima equipment.
- **Embellishment** – In house embellishment to elevate your logos and brand to the next level.





OUR SOLUTIONS

- $5 million of in-stock inventory at any one time.
- Vertical in house production for quick turn.
- All orders are packed by player to your specifications.
- Factory direct pricing with no middle man.
- Vast network of domestic suppliers for "out of scope"equipment and product needs.
- 100% quality guarantee.
- Account management, production and shipping all in one location to ensure complete accuracy and communication.
- Transparent communications from the first conversation regarding realistic deliverables.
- Flexibility to update processes as needed for service that suits your individual needs.

COMPANY TIMELINE

1989 – Protime Sports owner John Moore founded High 5 Sportswear specializing in stock team athletic apparel distributed through the Sporting Goods Dealer network. Through High 5 Sportswear John Moore held license agreements with Time/Warner, 1994 World Cup, 1996 Summer Olympics, 1996 Women's World Cup, Reebok International and was the US licensee for Admiral Soccer.

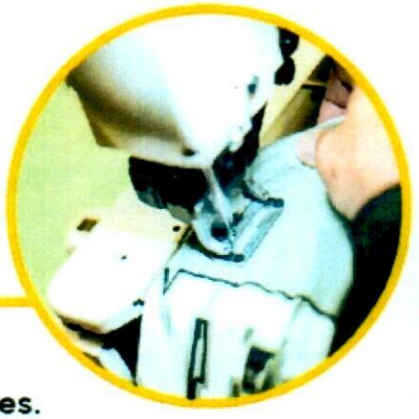
2007 – Protime Sports founded by original owner of High 5 Sportswear with a direct to consumer distribution model.

2009 – Opened factory in Taiwan allowing complete vertical operation.

2012 – Reached 4,500 active customers in all 50 states and Europe.

2015 – Moved into 54,000 square foot facility in Seattle. Third expansion since 2007.

2016 – Implemented optional, customer specific online store platform to facilitate moving trend of player based ordering.



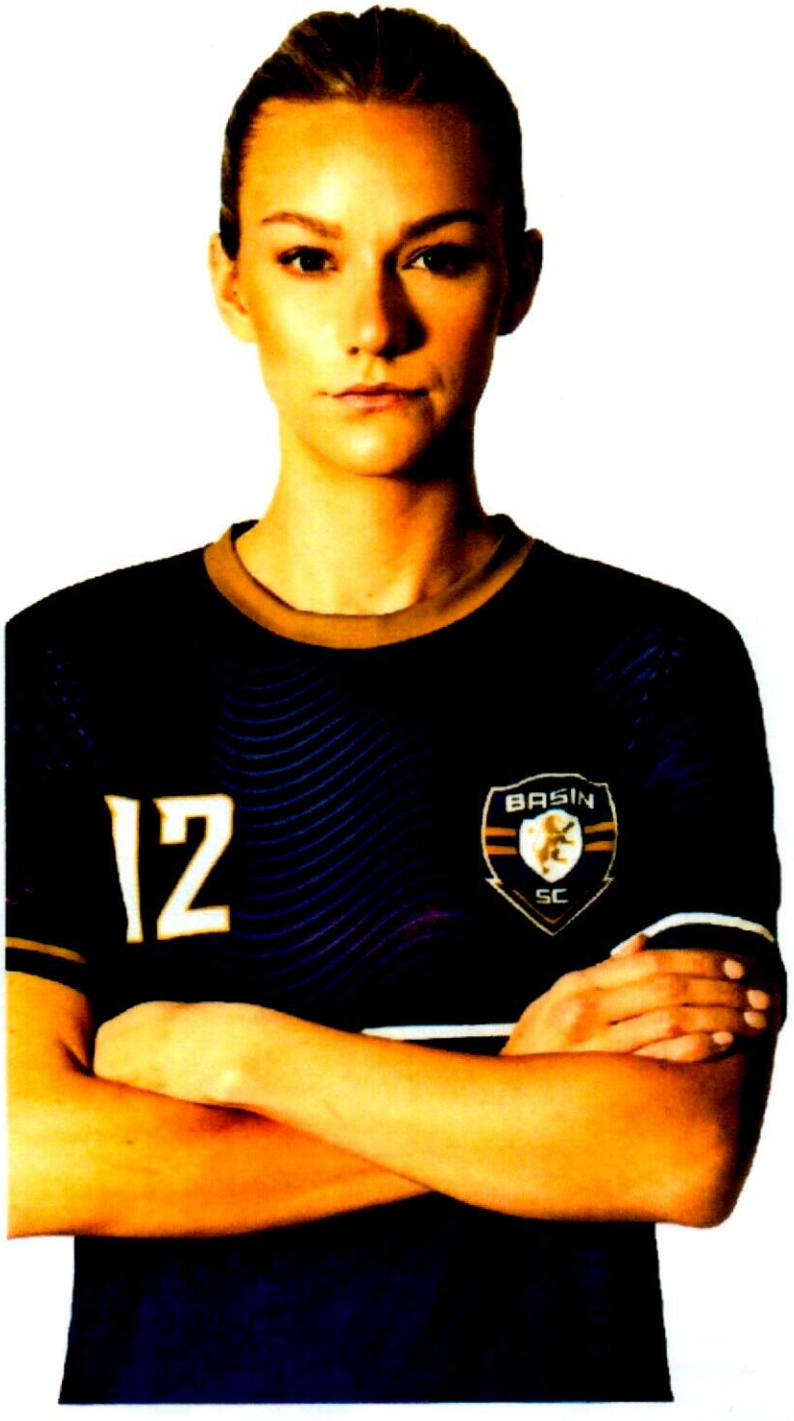
2017 – Added domestic sublimation division to further service fully custom CLUB ID brand for premier clubs.

2018 – Expanded domestic cutting and sewing facilities to accommodate "at once" fulfillment.

2019 – Employee count reaches 100 full time employees.

2020 – Keeping our CLUB ID customers covered with new custom branded face protection.

CHECK US OUT



CLUBID
CLUBIDSPORTS.COM

PROTIME SPORTS
PROTIMESPORTS.COM

YouTube
YOUTUBE.COM/PROTIMESPORTS

INSTAGRAM.COM/PROTIMESPORTS

FACEBOOK.COM/PROTIMESPORTS

PROPOSAL EVALUATION FORM

Firm(s) Name: **All Star Elite Sports**

Proposal Title: **RFP - 24-035 ON-CALL YOUTH SPORTS PROGRAM - UNIFORMS**

Evaluator Name: **Scott Griffee**

Date: **7/16/25**

#	Criteria	Weight (Totals 100%)	Points
Criteria #1	Compliance with the RFP Requirements	15%	3
Criteria #2	Quality of Uniforms	25%	14
Criteria #3	Experience and Qualifications	20%	13
Criteria #4	Cost	20%	6
Criteria #5	Delivery Timelines and Fulfillment Plans	15%	14
Criteria #6	Customer Service and Responsiveness	5%	3
	Proposal Evaluation Point Total		**53**

Criteria #1

Compliance with the RFP Requirements

Completeness and clarity of proposal; all required documents, samples, certifications, and item details are submitted as instructed.

Points	Point Category Guidance
11-15	Excellent compliance
5-10	Adequately compliance
0-4	Poor compliance

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
RFP Compliance	0-15	3	15.00%	**3.00**

Notes: Black and whote copies of uniforms submitted, no actual samples, and baseball/softball bid was only for jerseys - no pants, hats/visors, socks, or belt prices provided. Would not be able to be a one-stop shop for uniforms.

Criteria #2

Quality of Uniforms

Fabric durability, fit, color accuracy, print quality (screen-printed or sublimated), and adherence to industry standards. Evaluation may include review of submitted samples.

Points	Point Category Guidance
17-25	Very Good - Excellent quality
9-16	Adaqute quality
0-8	Below average quality

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Quality	0-25	14	25.00%	**14.00**

Notes: No smples - only pictures, so judging quality would be difficult. Looked like nice designs.

Criteria #3

Experience and Past Performance

Demonstrated experience with similar contracts; references from public agencies or recreation programs. History of timely and accurate order fulfillment

Points	Point Category Guidance
14-20	Very Experienced
7-13	Adequately Experienced
0-6	Limited to No Experience

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Experience	0-20	13	20.00%	**13.00**

Notes: Decent work experience provided

Criteria #4

Cost

Competitiveness and fairness of pricing; clarity and completeness of cost breakdown, including delivery fees and optional services.

Points	Point Category Guidance
14-20	Very Economically or Reasonably Priced
7-13	Economically or Reasonably Priced
0-6	Uneconomincally or Unreasonably Priced

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Cost of Product	0-20	6	20.00%	**6.00**

Notes: Cost is a high for just jerseys, or jerseys and shorts Soccer would be$60 or so for just jersey and shorts - not including socks or shinguards. Basketball $70+ for jersey and shorts.

Criteria #5

Delivery Timelines and Fulfillment Plan

Ability to meet deadlines, provide tracking/updates, and handle late/add-on orders. Clear plan for turnaround times.

Points	Point Category Guidance
11-15	Delivery and fulfillment meets or exceeds City's request
5-10	Delivery and fulfillment is acceptable
0-4	Delivery and fulfillment is less than acceptable

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Delivery/Implementation	0-15	14	15.00%	**14.00**

PROPOSAL EVALUATION FORM

Firm(s) Name: **All Star Elite Sports**

Proposal Title: **RFP - 24-035 ON-CALL YOUTH SPORTS PROGRAM - UNIFORMS**

Evaluator Name: **NANCY RUSAS**

Date: **7/15/25**

#	Criteria	Weight (Totals 100%)	Points
Criteria #1	Compliance with the RFP Requirements	15%	**5**
Criteria #2	Quality of Uniforms	25%	**16**
Criteria #3	Experience and Qualifications	20%	**17**
Criteria #4	Cost	20%	**10**
Criteria #5	Delivery Timelines and Fulfillment Plans	15%	**12**
Criteria #6	Customer Service and Responsiveness	5%	**4**
	Proposal Evaluation Point Total		**64**

Criteria #1

Compliance with the RFP Requirements

Completeness and clarity of proposal; all required documents, samples, certifications, and item details are submitted as instructed.

Points	Point Category Guidance
11-15	Excellent compliance
5-10	Adequately compliance
0-4	Poor compliance

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
RFP Compliance	0-15	5	15.00%	**5.00**

Notes: No physical samples provided, not full uniform packages for all sports. Basenball and softball had only jerseys submitted.

Criteria #2

Quality of Uniforms

Fabric durability, fit, color accuracy, print quality (screen-printed or sublimated), and adherence to industry standards. Evaluation may include review of submitted samples.

Points	Point Category Guidance
17-25	Very Good - Excellent quality
9-16	Adaqute quality
0-8	Below average quality

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Quality	0-25	16	25.00%	**16.00**

Notes: No physical samples provided. Xerox copies of uniforms were in black and white.

Criteria #3

Experience and Past Performance

Demonstrated experience with similar contracts; references from public agencies or recreation programs. History of timely and accurate order fulfillment

Points	Point Category Guidance
14-20	Very Experienced
7-13	Adequately Experienced
0-6	Limited to No Experience

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Experience	0-20	17	20.00%	**13.00**

Notes: seems to have a good past experience of work

Criteria #4

Cost

Competitiveness and fairness of pricing; clarity and completeness of cost breakdown, including delivery fees and optional services.

Points	Point Category Guidance
14-20	Very Economically or Reasonably Priced
7-13	Economically or Reasonably Priced
0-6	Uneconomincally or Unreasonably Priced

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Cost of Product	0-20	10	20.00%	**10.00**

Notes: Prices quoted are the same amount for both youth and adult sizes and on the higher range.

Criteria #5

Delivery Timelines and Fulfillment Plan

Ability to meet deadlines, provide tracking/updates, and handle late/add-on orders. Clear plan for turnaround times.

Points	Point Category Guidance
11-15	Delivery and fulfillment meets or exceeds City's request
5-10	Delivery and fulfillment is acceptable
0-4	Delivery and fulfillment is less than acceptable

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Delivery/Implementation	0-15	12	15.00%	**12.00**

PROPOSAL EVALUATION FORM

Firm(s) Name: Nex Gen Sales

Proposal Title: RFP - 24-035 ON-CALL YOUTH SPORTS PROGRAM - UNIFORMS

Evaluator Name: Scott Griffee

Date: 7/16/25

#	Criteria	Weight (Totals 100%)	Points
Criteria #1	Compliance with the RFP Requirements	15%	14
Criteria #2	Quality of Uniforms	25%	24
Criteria #3	Experience and Qualifications	20%	20
Criteria #4	Cost	20%	19
Criteria #5	Delivery Timelines and Fulfillment Plans	15%	11
Criteria #6	Customer Service and Responsiveness	5%	5
	Proposal Evaluation Point Total		93

Criteria #1

Compliance with the RFP Requirements

Completeness and clarity of proposal; all required documents, samples, certifications, and item details are submitted as instructed.

Points	Point Category Guidance
11-15	Excellent compliance
5-10	Adequately compliance
0-4	Poor compliance

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
RFP Compliance	0-15	14	15.00%	**14.00**

Notes: All submissions and samples provided are very good - excellent.

Criteria #2

Quality of Uniforms

Fabric durability, fit, color accuracy, print quality (screen-printed or sublimated), and adherence to industry standards. Evaluation may include review of submitted samples.

Points	Point Category Guidance
17-25	Very Good - Excellent quality
9-16	Adaqute quality
0-8	Below average quality

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Quality	0-25	24	25.00%	**24.00**

Notes: Many past years as a vendor for the City of Carson - quality is top notch.

Criteria #3

Experience and Past Performance

Demonstrated experience with similar contracts; references from public agencies or recreation programs. History of timely and accurate order fulfillment

Points	Point Category Guidance
14-20	Very Experienced
7-13	Adequately Experienced
0-6	Limited to No Experience

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Experience	0-20	20	20.00%	**20.00**

Notes: Contracted for 3 years with NexGen, and several years with an afiliated prior company - service and order fulfillment has always been excellent.

Criteria #4

Cost

Competitiveness and fairness of pricing; clarity and completeness of cost breakdown, including delivery fees and optional services.

Points	Point Category Guidance
14-20	Very Economically or Reasonably Priced
7-13	Economically or Reasonably Priced
0-6	Uneconomincally or Unreasonably Priced

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Cost of Product	0-20	19	20.00%	**19.00**

Notes: for the quality of items/packages, the pricing (including the minimal increase each year of contract) is very reasonable, especially for the quality.

Criteria #5

Delivery Timelines and Fulfillment Plan

Ability to meet deadlines, provide tracking/updates, and handle late/add-on orders. Clear plan for turnaround times.

Points	Point Category Guidance
11-15	Delivery and fulfillment meets or exceeds City's request
5-10	Delivery and fulfillment is acceptable
0-4	Delivery and fulfillment is less than acceptable

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Delivery/Implementation	0-15	11	15.00%	**11.00**

PROPOSAL EVALUATION FORM

Firm(s) Name: Nex Gen Sales

Proposal Title: RFP - 24-035 ON-CALL YOUTH SPORTS PROGRAM - UNIFORMS

Evaluator Name: NANCY RUSAS **Date:** 7/15/25

#	Criteria	Weight (Totals 100%)	Points
Criteria #1	Compliance with the RFP Requirements	15%	**15**
Criteria #2	Quality of Uniforms	25%	**23**
Criteria #3	Experience and Qualifications	20%	**20**
Criteria #4	Cost	20%	**18**
Criteria #5	Delivery Timelines and Fulfillment Plans	15%	**13**
Criteria #6	Customer Service and Responsiveness	5%	**5**
	Proposal Evaluation Point Total		**94**

Criteria #1

Compliance with the RFP Requirements

Completeness and clarity of proposal; all required documents, samples, certifications, and item details are submitted as instructed.

Points	Point Category Guidance
11-15	Excellent compliance
5-10	Adequately compliance
0-4	Poor compliance

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
RFP Compliance	0-15	15	15.00%	**15.00**

Notes: Excellent submission - all required submissions

Criteria #2

Quality of Uniforms

Fabric durability, fit, color accuracy, print quality (screen-printed or sublimated), and adherence to industry standards. Evaluation may include review of submitted samples.

Points	Point Category Guidance
17-25	Very Good - Excellent quality
9-16	Adaqute quality
0-8	Below average quality

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Quality	0-25	23	25.00%	**23.00**

Notes: Have used this vendor in the past, uniforms are of excellent quality.

Criteria #3

Experience and Past Performance

Demonstrated experience with similar contracts; references from public agencies or recreation programs. History of timely and accurate order fulfillment

Points	Point Category Guidance
14-20	Very Experienced
7-13	Adequately Experienced
0-6	Limited to No Experience

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Experience	0-20	20	20.00%	**20.00**

Notes: Vendor has met expected experience requirements.

Criteria #4

Cost

Competitiveness and fairness of pricing; clarity and completeness of cost breakdown, including delivery fees and optional services.

Points	Point Category Guidance
14-20	Very Economically or Reasonably Priced
7-13	Economically or Reasonably Priced
0-6	Uneconomincally or Unreasonably Priced

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Cost of Product	0-20	18	20.00%	**18.00**

Notes: Vendor's pricing has always been resaonable.

Criteria #5

Delivery Timelines and Fulfillment Plan

Ability to meet deadlines, provide tracking/updates, and handle late/add-on orders. Clear plan for turnaround times.

Points	Point Category Guidance
11-15	Delivery and fulfillment meets or exceeds City's request
5-10	Delivery and fulfillment is acceptable
0-4	Delivery and fulfillment is less than acceptable

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Delivery/Implementation	0-15	13	15.00%	**13.00**

PROPOSAL EVALUATION FORM

Firm(s) Name: **Protime Sports**

Proposal Title: **RFP - 24-035 ON-CALL YOUTH SPORTS PROGRAM - UNIFORMS**

Evaluator Name: **Scott Griffee** Date:**7/16/25**

#	Criteria	Weight (Totals 100%)	Points
Criteria #1	Compliance with the RFP Requirements	15%	**14**
Criteria #2	Quality of Uniforms	25%	**20**
Criteria #3	Experience and Qualifications	20%	**18**
Criteria #4	Cost	20%	**19**
Criteria #5	Delivery Timelines and Fulfillment Plans	15%	**14**
Criteria #6	Customer Service and Responsiveness	5%	**5**
	Proposal Evaluation Point Total		**90**

Criteria #1

Compliance with the RFP Requirements

Completeness and clarity of proposal; all required documents, samples, certifications, and item details are submitted as instructed.

Points	Point Category Guidance
11-15	Excellent compliance
5-10	Adequately compliance
0-4	Poor compliance

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
RFP Compliance	0-15	14	15.00%	**14.00**

Notes: company submitted bid early and with all needed documents

Criteria #2

Quality of Uniforms

Fabric durability, fit, color accuracy, print quality (screen-printed or sublimated), and adherence to industry standards. Evaluation may include review of submitted samples.

Points	Point Category Guidance
17-25	Very Good - Excellent quality
9-16	Adaqute quality
0-8	Below average quality

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Quality	0-25	20	25.00%	**20.00**

Notes: Good quality uniforms for youth sports. Well made and good workmanship.

Criteria #3

Experience and Past Performance

Demonstrated experience with similar contracts; references from public agencies or recreation programs. History of timely and accurate order fulfillment

Points	Point Category Guidance
14-20	Very Experienced
7-13	Adequately Experienced
0-6	Limited to No Experience

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Experience	0-20	18	20.00%	**18.00**

Notes: Very good communicsation, and timely deliveries on main orders and add ons.

Criteria #4

Cost

Competitiveness and fairness of pricing; clarity and completeness of cost breakdown, including delivery fees and optional services.

Points	Point Category Guidance
14-20	Very Economically or Reasonably Priced
7-13	Economically or Reasonably Priced
0-6	Uneconomincally or Unreasonably Priced

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Cost of Product	0-20	19	20.00%	**19.00**

Notes: Most reasonably priced uniforms packages. Shipping costs need to be facored in, as company is out of state, but even with shipping they provide a good value for uniforms.

Criteria #5

Delivery Timelines and Fulfillment Plan

Ability to meet deadlines, provide tracking/updates, and handle late/add-on orders. Clear plan for turnaround times.

Points	Point Category Guidance
11-15	Delivery and fulfillment meets or exceeds City's request
5-10	Delivery and fulfillment is acceptable
0-4	Delivery and fulfillment is less than acceptable

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Delivery/Implementation	0-15	14	15.00%	**14.00**

PROPOSAL EVALUATION FORM

Firm(s) Name: Protime Sports

Proposal Title: RFP - 24-035 ON-CALL YOUTH SPORTS PROGRAM - UNIFORMS

Evaluator Name: NANCY RUSAS

Date:7/15/25

#	Criteria	Weight (Totals 100%)	Points
Criteria #1	Compliance with the RFP Requirements	15%	15
Criteria #2	Quality of Uniforms	25%	17
Criteria #3	Experience and Qualifications	20%	18
Criteria #4	Cost	20%	20
Criteria #5	Delivery Timelines and Fulfillment Plans	15%	10
Criteria #6	Customer Service and Responsiveness	5%	5
	Proposal Evaluation Point Total		85

Criteria #1

Compliance with the RFP Requirements

Completeness and clarity of proposal; all required documents, samples, certifications, and item details are submitted as instructed.

Points	Point Category Guidance
11-15	Excellent compliance
5-10	Adequately compliance
0-4	Poor compliance

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
RFP Compliance	0-15	15	15.00%	**15.00**

Notes: Required information provided

Criteria #2

Quality of Uniforms

Fabric durability, fit, color accuracy, print quality (screen-printed or sublimated), and adherence to industry standards. Evaluation may include review of submitted samples.

Points	Point Category Guidance
17-25	Very Good - Excellent quality
9-16	Adaqute quality
0-8	Below average quality

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Quality	0-25	17	25.00%	**17.00**

Notes: Have used vendor in the past, uniforms are of very good quality.

Criteria #3

Experience and Past Performance

Demonstrated experience with similar contracts; references from public agencies or recreation programs. History of timely and accurate order fulfillment

Points	Point Category Guidance
14-20	Very Experienced
7-13	Adequately Experienced
0-6	Limited to No Experience

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Experience	0-20	18	20.00%	**18.00**

Notes: Very experienced and routinely were accurate and on time with deliveries previously

Criteria #4

Cost

Competitiveness and fairness of pricing; clarity and completeness of cost breakdown, including delivery fees and optional services.

Points	Point Category Guidance
14-20	Very Economically or Reasonably Priced
7-13	Economically or Reasonably Priced
0-6	Uneconomincally or Unreasonably Priced

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Cost of Product	0-20	20	20.00%	**20.00**

Notes: Have used this vendor in the past, uniforms are reasonably priced.

Criteria #5

Delivery Timelines and Fulfillment Plan

Ability to meet deadlines, provide tracking/updates, and handle late/add-on orders. Clear plan for turnaround times.

Points	Point Category Guidance
11-15	Delivery and fulfillment meets or exceeds City's request
5-10	Delivery and fulfillment is acceptable
0-4	Delivery and fulfillment is less than acceptable

Plan Element	Possible Points	Points Awarded	Weight	Weighted Point Total
Delivery/Implementation	0-15	10	15.00%	**10.00**

Report to Honorable Mayor and City Council

Tuesday, August 5, 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.
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.

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.

© Insurance Services Office, Inc., 2008

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

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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, August 5, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER ADOPTION OF RESOLUTION 25-078, APPROVING MEASURE R FUNDING AGREEMENT AMENDMENT NO. 1 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1780: VICTORIA TRANSIT CENTER, LACMTA PROJECT # MR524.02, FTIP # LA9919119 (CITY COUNCIL)

I. SUMMARY

The City of Carson (City) is undertaking Project No. 1780: Victoria Transit Center to design and construct a new transit center on the California State University Dominguez Hills campus, adjacent to Victoria Street (Exhibit No. 1).

Grant funds were awarded to the City to cover, in part, the design and construction of this project from Los Angeles County Metropolitan Transportation Authority (LACMTA) Measure “R” funds in the amount of $3,525,000 in accordance with the terms of a Funding Agreement (Exhibit No. 2).

The Funding Agreement was approved by City Council on July 5, 2023 and has FY 2021-22 and 2022-23 funds lapsing on June 30, 2025. Amendment No. 1 to the Funding Agreement (Exhibit No. 3) extends the lapsing date to June 30, 2027.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 25-078, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT", extending FY 2021-22 and 2022-23 funds to June 30, 2027 (Exhibit No. 4).
2. AUTHORIZE the Mayor to execute Funding Agreement Amendment No. 1 (Exhibit No. 3) following approval as to form by the City Attorney, for the design and construction of the transit center as part of Project No. 1780.

III. ALTERNATIVES

DO NOT APPROVE the above recommendations; however, the City must execute this funding agreement amendment in order to extend FY 2021-22 and 2022-23 funding. Invoices for reimbursement after the current lapsing date cannot be submitted to LACMTA unless this funding agreement amendment is fully executed.

IV. BACKGROUND

The City’s Capital Improvement Program (CIP) calls for the design and construction of Project No. 1780: Victoria Transit Center. In September 2021, the Metro Board programmed $3,525,000 in Measure R Funds for the design and construction of the project to the City to cover 100% of the estimated cost.

For the past several years, the City of Carson has used Del Amo Boulevard, east of Avalon, as the transit terminal for the Carson Circuit system. The only transit amenities currently marking this site are benches and bus stop signs set within the street right-of-way, adjacent to an open parking lot. The proposed Transit Center around the California State University Dominguez Hills (CSUDH) would be a more effective facility and will better serve the purpose of serving both the students in the university and the patrons for the development at the 157 acre site in Carson. The Transit Center will be mutually beneficial to Metro, Long Beach Transit, Carson Circuit, and Torrance Transit as they all run through Victoria St. The purpose of the Victoria Transit Center project is to provide a modern facility at which bus riders can access the Carson Circuit system or transfer between any of its routes. Regional connections to the Carson Circuit's Blue Line feeder routes (Route D & G) and Metro Lines #205 and #446-447 will also be able to be made at the new Victoria Transit Center. Further, Metro Transit's patrons will also be able to access all points served by the Carson Circuit by transferring at the Victoria Transit Center. Carson Circuit and partner agency Long Beach Transit's five fixed-routes, together providing for approximately 195,000 annual passengers trips, will provide helpful connections to the Victoria Transit Center. The new Victoria Transit Center will greatly enhance passenger comfort, security, and access to bus service information.

The design phase of the project continues to make steady progress. However, the existing grant funding for fiscal years 2021--22 and 2022-23 is currently set to expire on June 30, 2025. In order to complete the project plans, specifications, and estimates necessary for the construction bid package, additional time is needed. To address this, an amendment to the Funding Agreement will extend the availability of these funds through June 30, 2027. Staff therefore is requesting that the City Council approve Amendment No. 1 to the Funding Agreement to provide enough time to ensure that deliverables are met, and for the construction phase of the project to be completed.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Location Map
2. Funding Agreement
3. Funding Agreement Amendment No. 1
4. Resolution 25-078

Attachments

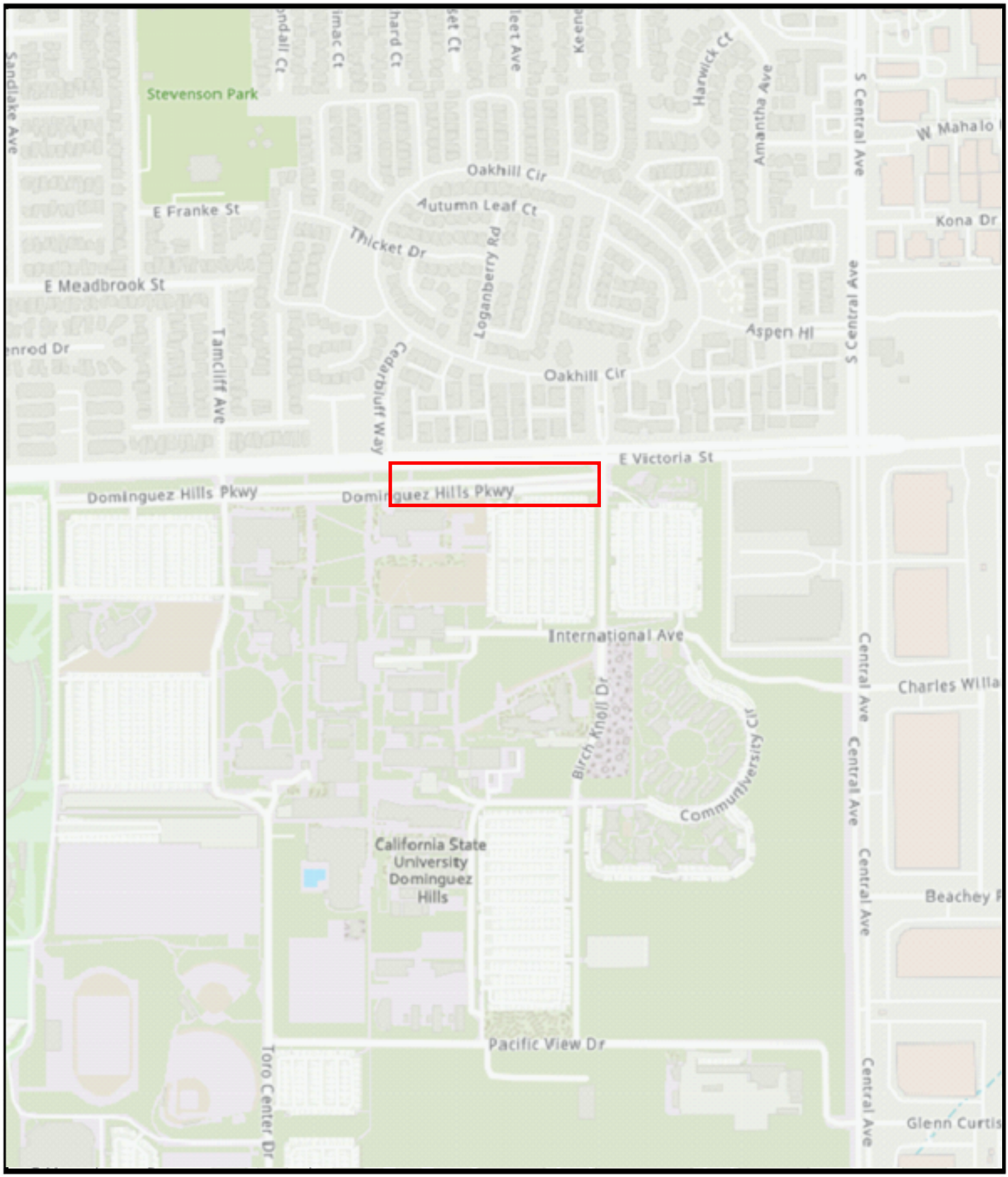
Exhibit 1 - Location Map

Exhibit 2 - Funding Agreement

Exhibit 3 - Funding Agreement Amendment No. 1

Exhibit 4 - Resolution 25-078

EXHIBIT NO. 1



Location Map
Project No. 1780
Victoria Transit Center

City of Carson

MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT

This Funding Agreement ("FA") is made and entered into effective as of June 1, 2022 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Carson ("GRANTEE") for Carson Circuit: Fashion Outlet Regional Transit Center, LACMTA Project ID# MR524.02 and FTIP# LA9919119, (the "Project"). This Project is eligible for funding under Line 17A of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, LACMTA Board, at its July 22, 2021 meeting, approved an amendment to the Ordinance, which added a program of transit projects in the Measure R South Bay Transit Investment Program.

WHEREAS, the funding set forth herein is intended to fund the Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way (ROW), and Construction, of the Project.

WHEREAS, the LACMTA Board, at its September 23, 2021 meeting, programmed $3,525,000, in Measure R Funds to GRANTEE for Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: $1,380,000 in Measure R Funds in Fiscal Years (FY) 2021-22; and $2,145,000 in Measure R funds in FY 2022-23. The total designated for PAED, PS&E, ROW, and Construction of the Project is **$3,525,000.**

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan - Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – intentionally omitted
9. Attachment D-2 – Quarterly Progress/Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet

11. Attachment F – Bond Requirements
12. Attachment G – Special Grant Conditions
13. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: 8/15/2023
for Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____ Date: 11/15/2022
Deputy

GRANTEE:

City of Carson, a California Charter City

By: _____ Date: _____
Lula Davis-Holmes
Mayor

ATTEST:

By: _____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:

By: _____ Date: July 12, 2023
Sunny K. Soltani
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Carson Circuit: Fashion Outlet Regional Transit Center – Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction. LACMTA Project ID# MR524.02, FTIP# LA9919119.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $3,525,000 (the "Fund") for the Project. LACMTA Board of Directors' action of September 23, 2021 granted the Measure R Funds for the Project. The Funds are programmed over two years for Fiscal Years (FY) 2021-22, and FY 2022-23.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold **five percent (5%)** of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Chief Planning Officer in writing. If the LACMTA's Chief Planning Officer concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule

consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if applicable. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE'S ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with

progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Annie Chou
LACMTA Project Manager
Mail Stop 99-23-3
Phone (213) 418-3453
E-mail choua@metro.net

14. GRANTEE's Address:

City of Carson
701 E. Carson St.
Carson, CA 90745
Gilbert Marquez
Phone: 310-952-1700 ext. 1813
Email: gmarquez@carsonca.gov

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/ Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/ Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# MR524.02 and FA# FA9200000000MR52402
Annie Chou; Mail Stop 99-23-3

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. **Attachment G** the Los Angeles County Regional ITS

Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.

(iii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and

(iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and

(v) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and

(vi) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(vii) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further

disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

FTIP #: LA9919119

ATTACHMENT A - PROJECT FUNDING

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402

Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS		$ 1,380,000	$ 2,145,000				$ 3,525,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$ -	$ 1,380,000	$ 2,145,000	$ -	$ -	$ -	$ 3,525,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							$ -	0%
STATE:							$ -	0%
FEDERAL:							$ -	0%
PRIVATE OR OTHER:							$ -	0%
OTHER FUNDING SUBTOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
TOTAL PROJECT FUNDS	$ -	$ 1,380,000	$ 2,145,000	$ -	$ -	$ -	$ 3,525,000	100%

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402
Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED	$5,000	$20,000							$25,000
PS&E	$50,000	$90,000	$90,000	$20,000					$250,000
RW Support	$10,000	$30,000	$10,000						$50,000
Const. Support				$10,000	$40,000	$50,000	$50,000	$50,000	$200,000
RW	$150,000	$150,000	$300,000	$300,000	$100,000				$1,000,000
Construction				$200,000	$600,000	$600,000	$400,000	$200,000	$2,000,000
Total MEASURE R	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000
PROP C 25%									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total PROP C 25%	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM PROG LACMTA FUNDS:	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000
OTHER NON LACMTA FUNDING:									
LOCAL: ?									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total LOCAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
STATE: ?									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total STATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
FEDERAL: ?									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total FEDERAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
PRIVATE: ?									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total PRIVATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY22-23 and FY23-24	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000
SUMMARY OF ALL FUNDS									
PAED	$5,000	$20,000	$0	$0	$0	$0	$0	$0	$25,000
PS&E	$50,000	$90,000	$90,000	$20,000	$0	$0	$0	$0	$250,000
RW Support	$10,000	$30,000	$10,000	$0	$0	$0	$0	$0	$50,000
Const. Support	$0	$0	$0	$10,000	$40,000	$50,000	$50,000	$50,000	$200,000
RW	$150,000	$150,000	$300,000	$300,000	$100,000	$0	$0	$0	$1,000,000
Construction	$0	$0	$0	$200,000	$600,000	$600,000	$400,000	$200,000	$2,000,000
TOTAL MILESTONES	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000
SUM PROG LACMTA FUNDS	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE: FASHION OUTLET REGIONAL TRANSIT CENTER

PROJECT LOCATION:
The project is located on the south side of Victoria Street just east of Tamcliff Avenue in front of Cal State University Dominguez Hills (CSUDH).

PROJECT LIMITS:
The proposed project is located along Victoria Street between Tamcliff Avenue and Birchknoll Drive, the major cross street is Central Avenue and Victoria Street.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
Currently, Carson Circuit System is using the outer lane of Del Amo Blvd. east of Avalon St, as the terminal at which bus riders can access the Carson Circuit System or transfer between any of its routes, including transfer to Metro's Transit for regional connection to reach destination. This project will eliminate the use of Del Amo Blvd east of Avalon, as the transit terminal for the Carson Circuit System and will resolve the congestion issue the city is experiencing especially during peak hours. The City wanted patrons to use buses more cost effectively, and at the same time, the City was looking for ways to make better use of existing lanes so commuters can yet to work or home faster and increase ridership.

PROJECT BACKGROUND:

For the past several years, the City of Carson has used Del Amo Boulevard, east of Avalon, as the transit terminal for the Carson Circuit system. The only transit amenities currently marking this site are benches and bus stop signs set within the street right-of-way, adjacent to an open parking lot. The completion of the Del Amo Bridge over the I-405 freeway, west of Avalon Boulevard, generates increased vehicular traffic along Del Amo Boulevard causing additional congestion and inconvenience to transit patrons and commuters accessing public transit.

In addition, the on-going major development of the 157- acre site within the City, will eventually need the services of transit to serve the Carson Circuit System patrons and mall shoppers. The new development includes the following uses: neighborhood commercial, regional commercial, commercial recreation/entertainment, restaurants, a hotel and residential. This development will be one of the largest shopping centers in Los Angeles County which consists of the construction of a major outlet mall with over 500,000 sf of designer brand stores, and more than 70,000 sf of sit-down and quick-serve restaurants, plus other entertainment venues, up to 1,550 residential units and a 300-room hotel.

Based on the traffic impact report prepared for this development, the development will generate a significant number of additional vehicles and shoppers to the existing volume in the area. The anticipated increase in number will definitely impact the traffic flow on local streets and the surrounding freeways. The San Diego Freeway (I-405), Harbor Freeway (I-110), Artesia Freeway (SR-91) and Long Beach Freeway (I-710) provide regional access to the project area. With the huge number of vehicles passing this site each day, people living within the project vicinity, and millions of people residing within the neighboring cities, this development in the City will meld residential, retail, entertainment and hospitality uses for a growing population to live, work and play in the hub of the South Bay.

The California State University Dominguez Hills (CSUDH) also contributes the demand for the Transit services given the number of thousands of students attending classes daily in the University. California State University, Dominguez Hills is a highly diverse, metropolitan university primarily serving the South Bay area of Los Angeles County established in 1960. The University has a population of 15,530 students of different ethnicity from Hispanic/Latino, Black/African-American, Asian, White, Native Hawaiian/Other Pacific Islander, Alaska Native/Native American. Strategically located in Carson, CSUDH was designed to

bring educational opportunities to underserved communities in South Los Angeles. CSUDH sustains its commitment to social, environmental, and educational justice by providing a high-quality education that leads to personal and professional success, economic and social mobility, and mutually beneficial and reciprocal relationships with the surrounding communities and the local K-12 and community college systems.

The CSUDH also partner with Dignity Health Sports Park. Dignity Health Sports Park is situated on 125 acres of the CSUDH campus and features state-of-the art stadiums and facilities for soccer, tennis, track & field, cycling, lacrosse, rugby, volleyball, baseball, softball, basketball and other sports. Designated as an "Official U.S. Olympic Training Site," Dignity Health Sports Park is the nation's most complete training facility for Olympic, amateur, and professional athletes. The complex includes a 27,000-seat soccer stadium, 8,000-seat tennis stadium, 10,000-seat track & field facility, and 2,450-seat indoor velodrome. Dignity Health Sports Park is currently serving as the temporary home of the San Diego State University Aztecs football team until their new stadium is completed. In addition, the site is the U.S. Soccer Federation's national team training headquarters and the location of the United States Tennis Association's (USTA) USA High Performance National Training Center. They are also designated as an official training site for USA Cycling and USA Track & Field. Tens of thousands of spectators attend events at Dignity Health Sports Park and are exposed to the university as a result.

CSUDH actively build strategic partnerships with the City in order to facilitate student success and healthy communities. They are committed to transparency, inclusion, joint decision making, and collaborative approaches in their daily operations and long-term planning. The proposed Transit Center around the CSUDH would be a more effective facility and will better serve the purpose of serving both the students in the University and the patrons for the development at the 157 acres site in Carson. The Transit Center will be mutually beneficial to Metro, Long Beach Transit, Carson Circuit, and Torrance Transit as they all run through Victoria St. The purpose of the Fashion Outlet Regional Transit Center project is to provide a modern facility at which bus riders can access the Carson Circuit system or transfer between any of its routes. Regional connections to the Carson Circuit's Blue Line feeder routes (Route D & G) and Metro Lines #205 and #446-447 will also be able to be made at the new Regional Transit Center. Further, Metro Transit's patrons will also be able to access all points served by the Carson Circuit by transferring at the Regional Transit Center. All of the Carson Circuit's eight fixed routes, providing for approximately 616,000 annual passengers trips, will provide service to the Regional Transit Center. The new Regional Transit Center will greatly enhance passenger comfort, security, and access to bus service information.

With the new Regional Transit Center, an increased number of transit patrons would likely use the Carson Circuit to connect to the Blue Line, Artesia Transit Center, or Metro buses to travel anywhere within the Los Angeles area. The new Regional Transit Center will also be fully ADA compliant, thereby enhancing the accessibility of the Carson Circuit system. One of the primary target groups to be served by the Regional Transit Center are transit-dependent, commuters, and shoppers coming to the Fashion Outlet of Los Angeles (FOLA). Given the continuing economic growth within the City, making the regional connection between local streets and the surrounding freeways, is critically important and the ability of the City to make that connection without delay is extremely necessary.

PROJECT BUDGET:

COMPONENT	**AMOUNT**
PA/ED	$ 25,000.00
PS and E	$ 250,000.00
R/W Support	$ 50,000.00
R/W Capital	$1,000,000.00
Construction Support	$ 200,000.00
Construction Capital	$2,000,000.00
Total Budget	**$3,525,000.00**

SCOPE:

The Fashion Outlet Regional Transit Center project include, but are not limited to, the following improvements:

- A central covered island waiting area that provides shelter from sun and rain and is well lighted and safe.
- Eight bus bays along Victoria Street (Service Road) with each Carson Circuit or MTA route having its own clearly marked bay.
- A specially constructed concrete bus pad underneath all bus driving and parking areas.
- A special "information wall" where passengers can obtain transit information on the Carson Circuit and the MTA system.
- A scrolling real-time passenger information display.
- Appropriate security surveillance cameras.
- A small building housing a route supervisor's office and drivers' restrooms.
- Concrete removals such as sidewalk, curb and gutter, including asphalt pavement will also be included as part of the project. In addition, access ramp will be constructed to ensure compliance with ADA requirements.

DESIGN:

I – PRELIMINARY DESIGN:

A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans.
C. Incorporate provided layout plans to be incorporated into the final design.
D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
F. Conduct geotechnical investigations of Victoria Street Service Road fronting the CSUDH .
G. Identify right-of-way acquisitions, and/or vacations to provide for the area needed for the Transit Center site, which shall incorporate development build outs and preservation of existing improvements and scenic character of the area.
H. Identify street pavement structural sections for project area.

I. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
J. Prepare and submit a Report identifying the ultimate alignment of roadway improvements.
K. The Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
B. Conduct the required technical analysis for the project.
C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
D. Prepare the Draft IS and Draft MND for public circulation.
E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
F. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

III. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

A. Design the ultimate build out of Fashion Way and the Regional Transit Center, based on the City reviewed "Summary Letter Report".
B. Prepare civil and architectural plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage, and MEP.
C. Submittal of plan set shall be delivered at 50% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns bus patrons of the property owners, particularly with issues of right-of-way acquisition.
E. Prepare construction plans and specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
G. Prepare an Architect's construction cost estimate based on the itemized quantity take-off from the contract documents.

H. Submittal of the architect's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

IV. **Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

Tasks to be performed include, but are not limited to, the following:

A. Coordinate and discuss the project's scope of work with various utility companies.
B. Solicit proposals for a Construction Management firm.
C. Evaluate proposals from Construction Management firms.
D. Select and Award contract to Construction Management.
E. Advertise project Plans & Specifications for bidding
F. Evaluate bids and select contractor.
G. Award contract to contractor for construction of project
H. Coordinate construction Kick-off meeting
I. Issue Notice to Proceed to contractor
J. Provide quarterly updates to MTA.
K. Meet as needed with the City to accomplish Project tasks as outlined.
L. Presentation of "Summary Letter Report", progress meetings.
M. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:
Tasks to be performed include, but are not limited, to the following:

A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:
Tasks to be performed include, but are not limited to, the following:

A. Order title reports/litigation guarantees.
B. Present conceptual plans to property owners adjacent to project.
C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
D. Authorize appraisals and improvements pertaining to properties.
E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
F. Set just compensation.
G. Present written offer letters and appraisal summaries to property owners.
H. Conduct negotiations to settlement.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Construction Management team to conduct a Kick-Off Meeting
B. Establish a weekly or bi-weekly construction update meetings
C. Provide Inspection, Material Testing and Outreach
D. Correspond and coordinate with Utility companies
E. Review and respond to all Request for Information (RFIs)
F. Prepare monthly pay progress
G. Assess any Request for Change Orders (RCOs)
H. Update construction Schedule
I. Provide responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows. [**Please include all applicable milestones and provide any additional specific activities that are not listed, under "other."**]

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	**August 1, 2023**	**November 30, 2023**
Develop Solicitation Package	August 1, 2023	August 15, 2023
Solicitation Response	August 16, 2023	August 30, 2023
Evaluations	September 1, 2023	September 15, 2023
Selection	September 16, 2023	September 30, 2023
Contract Award	October 16, 2023	October 30, 2023
Fully Executed Contract	November 1, 2023	November 30, 2023
PLANNING	**December 1, 2023**	**March 30, 2024**
Prepare Concept Report	December 1, 2023	December 30, 2024
Prepare Feasibility Study	January 1, 20234	January 30, 2024
Prepare Project Study Report	February 1, 2024	February 15, 2024
Feasibility Study	March 1, 2024	March 15, 2024
Concept Exploration	March 16, 2024	March 30, 2024
PRELIMINARY DESIGN	**April 1, 2024**	**June 30, 2024**
Prepare Detailed Design Plans	April 1, 2024	April 15, 2024
Prepare Detailed Construction Plans	April 16, 2024	May 15, 2024
Prepare Project Cost Estimate	May 16, 2024	May 30, 2024
High Level Design	June 1, 2024	June 30, 2024
PA&ED	**July 1, 2024**	**August 15, 2024**
Prepare Environmental Document Document Type:_____	July 1, 2024	July 8, 2024
Scoping	July 9, 2024	July 16, 2024
Technical Studies	July 9, 2024	July 16, 2024
Draft Environmental Document	July 17, 2024	July 23, 2024
Final Environmental Document	July 24, 2024	July 30, 2024
Community Outreach	August 1, 2024	August 3, 2024
Secure Project Approval	August 4, 2024	August 10, 2024
Categorical Exemption Filing	August 11, 2024	August 15, 2024
PS&E	**August 16, 2024**	**November 30, 2024**
35% PS&E	August 16, 2024	September 16, 2024
Preliminary Investigations	September 17, 2024	September 30, 2024
Geometric Drawings	October 1, 2024	October 15, 2024
Utilities	October 16, 2024	October 30, 2024

Right-of-Way	October 16, 2024	October 30, 2024
Estimating	October 16, 2024	October 30, 2024
Civil Design	November 1, 2024	November 30, 2024
Structural Design	November 1, 2024	November 30, 2024

4

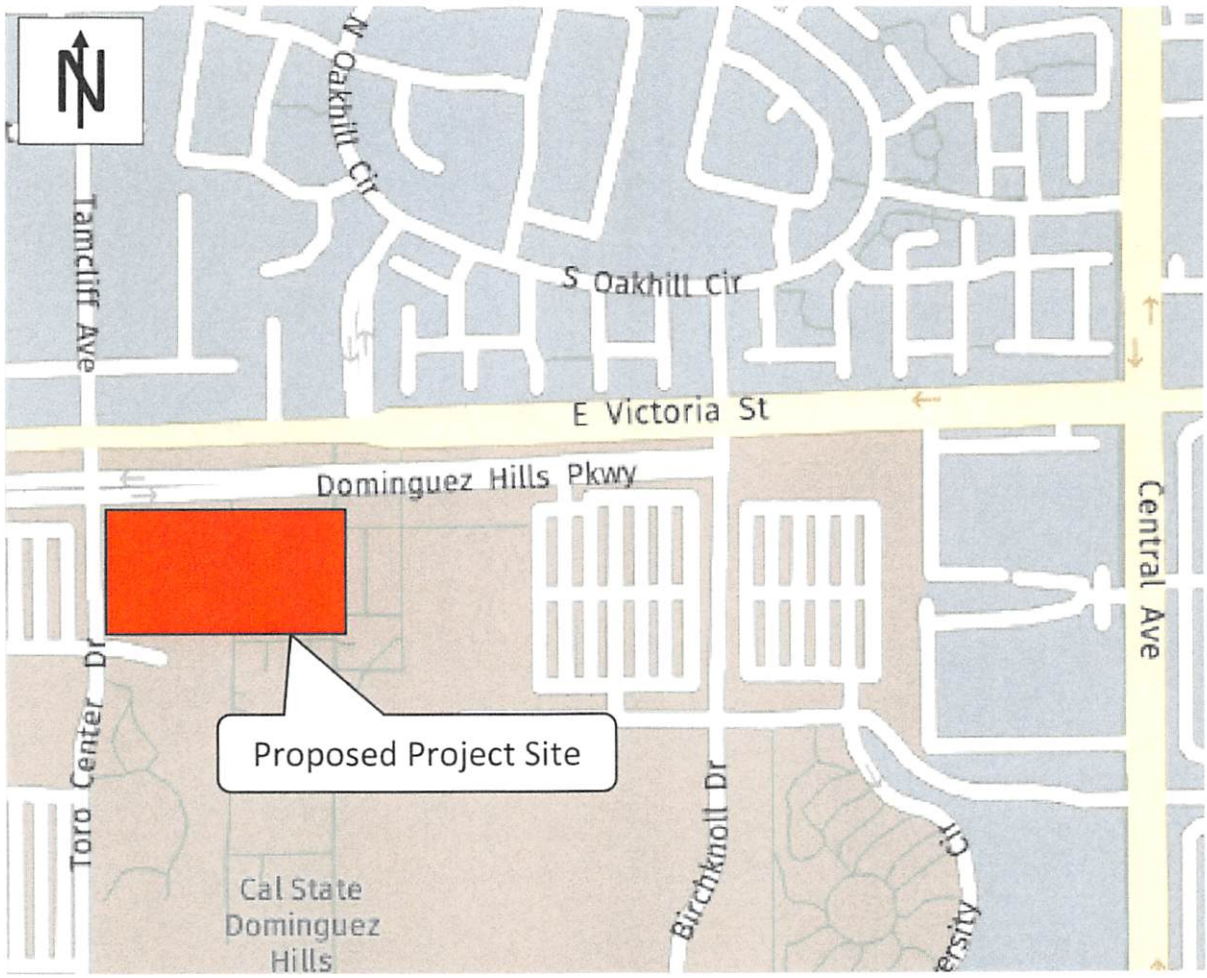
CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows. **Please include all applicable milestones and provide any additional specific activities that are not currently listed under "other."**

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	**December 1, 2024**	**March 30, 2025**
Develop Solicitation Package	December 1, 2024	December 15, 2024
Solicitation Response	December 16, 2024	December 30, 2024
Evaluations	January 1, 2025	January 15, 2025
Contract Award	February 1, 2025	February 28, 2025
Fully Executed Contract	March 1, 2025	March 30, 2025
EXCAVATION	**April 1, 2025**	**April 30, 2025**
Clear/Grub	March 1, 2025	March 8, 2025
Survey	March 9, 2025	March 12, 2025
Sample Borings	March 9, 2025	March 12, 2025
Grading	March 13, 2025	March 20, 2025
Compaction	March 21, 2025	March 24, 2025
Drainage	March 26, 2025	March 30, 2025
ENVIRONMENTAL	**May 1, 2025**	**May 30, 2025**
Hazardous Materials Handling	April 1, 2025	April 7, 2025
Archaeological	April 8, 2025	April 15, 2025
Air Quality Monitoring	April 1, 2025	April 30, 2025
CONCRETE	**June 1, 2025**	**June 15, 2025**
Form Work		
Rebar Placement		
Pole Placement		
TRAFFIC CONTROL	**April 1, 2025**	
TMP		
STRUCTURAL	**June 16, 2025**	**June 30, 2025**
False Work		
Iron Placement		
Pole Placement		
UTILITIES	**July 1, 2025**	**July 30, 2025**
DWP		
SCE		
LADOT		
MATERIALS	**April 1, 2025**	**July 30, 2025**
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
ELECTRICAL	**August 1, 2025**	**August 30, 2025**
Power U/G Communication		
A/G Testing/Acceptance		

	START DATE	COMPLETION DATE
LANDSCAPE	**September 1, 2025**	**October 30, 2025**
Clearing		
Planting	September 1, 2025	September 15, 2025
Plant Establishment	September 16, 2025	September 30, 2025
Irrigation	September 16, 2025	September 23, 2025
Testing	September 24, 2025	September 30, 2025
General Construction/close out project	**October 1, 2025**	**October 30, 2025**
CHANGE ORDERS		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

Location Map

Proposed Fashion Outlet Regional Transit Center



FA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE R ATTACHMENT D-2

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000MR52402
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296
after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure R Grant $ MR524.02
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	$ -
Net Invoice Amount (Less Retention)	$ -
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	$ 3,525,000.00
% of Project Budget Expended to Date	
Balance Remaining	$ 3,525,000.00

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: Carson Circuit: Fashion Outlet Regional Transit Center

FA #: 9200000000MR52402

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐ 2020-2021 ☐ 2021-2022 ☐ 2022-2023
☐ 2023-2024 ☐ 2024-2025 ☐ 2025-2026

Quarter :

☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization
☐ TDM ☐ Bicycle ☐ Goods Movement
☐ Transit ☐ Highways

LACMTA Project Manager	Name:	Annie Chou
	Phone Number:	213.418.3453
	E-mail:	choua@metro.net

Project Sponsor Contact / Project Manager	Contact Name:	Gilbert M. Marquez, P.E.
	Job Title:	City Engineer
	Department:	
	City / Agency:	City of Carson
	Mailing Address:	701 E. Carson St. Carson, CA 90745
	Phone Number:	310-952-1700 ext. 1813
	E-mail:	gmarquez@carsonca.gov

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule

☐ Less than 12 months behind original schedule

☐ Between 12-24 months behind original schedule

☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #		TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	TOTAL			

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____
Signature *Date*

_____ _____
Name *Title*

ATTACHMENT E- FTIP SHEET

Los Angeles Metropolitan Transportation Authority

2021 Federal Transportation Improvement Program ($000)

TIP ID **LA9919119** Implementing Agency **Carson, City of**

Project Description: This project includes a central covered island lite waiting area that provides shelter. Eight bus bays with concrete bus pad underneath all bus driving and parking areas. An information wall where passengers can obtain real-time transit information. Security surveillance cameras. A small building for an office and driver restrooms. The proposed work zone is within a landfill area and mitigation will be required as part of the project.

SCAG RTP Project #:
Study:N/A Is Model: Model #:
PM: Gilbert Marquez - (310)952-1700

LS: N LS GROUP#:
Conformity Category: TCM

System :Local Hwy Route : Postmile: Distance: Phase: No Project Activity Completion Date 06/30/2024

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: INITIAL STUDY/NEGATIVE DECLARATION -- CEQA - 05/31/2023

Toll Rate: 0.00 Toll Colc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: South Bay Cities COG

CTIPS ID: EA #: PPNO:

Program Code: TRNH6 - PASSENGER STATIONS/FACILITIES-NEW Stop Loc:

	PHASE	PRIOR	20/21	21/22	22/23	23/24	24/25	25/26	BEYOND	PROG TOTAL
MR20H - Measure R 20% Highway	PE				$275	$0				$275
	RW				$950	$100				$1,050
	CON				$210	$1,990				$2,200
	SUBTOTAL				$1,435	$2,090				$3,525
	TOTAL				**$1,435**	**$2,090**				**$3,525**

TOTAL PE: $275 **TOTAL RW: $1,050** **TOTAL CON: $2,200** **TOTAL PROGRAMMED: $3,525**

- **General Comment:** New Project
- **Modeling Comment:**
- **TCM Comment:** New Project
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised **Amendment 21-22 - Submitted** **Change reason**:NEW PROJECT **Total Project Cost** **$3,525**

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

ATTACHMENT G
SPECIAL GRANT CONDITIONS

LOS ANGELES COUNTY REGIONAL ITS ARCHITECTURE (CONNECT-IT) CONSISTENCY SELF-CERTIFICATION POLICY FORM

This Los Angeles County Regional ITS Architecture (CONNECT-IT) consistency self-certification form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Project Title: FASHION OUTLET REGIONAL TRANSIT CENTER
2. Name of Sponsoring Agency: City of Carson
3. Contact Name: Gilbert M. Marquez, P.E.
4. Contact Phone: 310-952-1700 ext. 1813
5. Contact Email: gmarquez@carsonca.gov

6. Project Description:
   The purpose of the Fashion Outlet Regional Transit Center (FORTC) project is to provide a modern facility at which bus riders can access the Carson Circuit system or transfer between any of its routes. Regional connections to the Carson Circuit's Blue Line feeder will also be able to be made at the new Regional Transit Center. Further, Metro Transit's patrons will also be able to access all points served by the Carson Circuit by transferring at the Regional Transit Center.

7. Identify the ITS elements being implemented and the relevant CONNECT-IT Service Package(s), see Exhibit A.
   - A special "information wall" where passengers can obtain transit information on the Carson Circuit and the MTA system.
     - TI01 Broadcast Traveler Information
     - PT08 Transit Traveler information
   - A scrolling real-time passenger information display
     - TI01 Broadcast Traveler Information
   - Appropriate security surveillance cameras
     - TM01 Infrastructure Based Traffic Surveillance.

8. Outline of the concept of operations for the project.

   This project will eliminate the use of Del Amo Blvd east of Avalon, as the transit terminal for

the Carson Circuit System and will resolve the congestion issue the city is experiencing specially during peak hours. The City wanted patrons to use buses more cost effectively, and at the same time, the City was looking for ways to make better use of existing lanes so commuters got to work or home faster and ridership increased. All of the Carson Circuit's eight fixed routes, providing for approximately 616,000 annual passengers trips, will provide service to the Regional Transit Center. The new Regional Transit Center will greatly enhance passenger comfort, security, and access to bus service information.

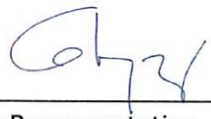
9. Identify participating agencies roles and responsibilities.

The City of Carson will be the leading agency for this project, and will be responsible for the completion of design PS&E and construction of the project.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by Metro and the CONNECT-IT Maintenance Team during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the CONNECT-IT interface standards, if required, and conform to the regional configuration management process.

Signature:



9-29-2022

Agency Representative

Date

Exhibit A

Architecture Reference for CONNECT-IT Service Packages

The table below is the architecture reference for the CONNECT-IT service packages. For additional information on the service packages below, to view interconnect diagrams for each service package or to suggest updates to CONNECT-IT, visit www.laconnect-it.com.

Service Package Area	Short Name	Name
Commercial Vehicle Operations	CVO01	Carrier Operations and Fleet Management
	CVO02	Freight Administration
	CVO03	Electronic Clearance
	CVO04	CV Administrative Processes
	CVO05	International Border Electronic Clearance
	CVO06	Freight Signal Priority
	CVO07	Roadside CVO Safety
	CVO08	Smart Roadside and Virtual WIM
	CVO09	Freight-Specific Dynamic Travel Planning
	CVO11	Freight Drayage Optimization
	CVO12	HAZMAT Management
	CVO14	CV Driver Security Authentication
	CVO15	Fleet and Freight Security
Data Management	DM01	ITS Data Warehouse
	DM02	Performance Monitoring
Maintenance and Construction	MC01	Maintenance and Construction Vehicle and Equipment Tracking
	MC02	Maintenance and Construction Vehicle Maintenance
	MC05	Roadway Maintenance and Construction
	MC06	Work Zone Management
	MC07	Work Zone Safety Monitoring
	MC08	Maintenance and Construction Activity Coordination
Parking Management	PM01	Parking Space Management
	PM02	Smart Park and Ride System
	PM03	Parking Electronic Payment
	PM04	Regional Parking Management
	PM05	Loading Zone Management
Public Safety	PS01	Emergency Call-Taking and Dispatch
	PS02	Routing Support for Emergency Responders
	PS03	Emergency Vehicle Preemption
	PS04	Mayday Notification
	PS05	Vehicle Emergency Response
	PS06	Incident Scene Pre-Arrival Staging Guidance for Emergency Responders
	PS07	Incident Scene Safety Monitoring

Service Package Area	Short Name	Name
	PS08	Roadway Service Patrols
	PS10	Wide-Area Alert
	PS11	Early Warning System
	PS12	Disaster Response and Recovery
	PS13	Evacuation and Reentry Management
	PS14	Disaster Traveler Information
Public Transportation	PT01	Transit Vehicle Tracking
	PT02	Transit Fixed-Route Operations
	PT03	Dynamic Transit Operations
	PT04	Transit Fare Collection Management
	PT05	Transit Security
	PT06	Transit Fleet Management
	PT07	Transit Passenger Counting
	PT08	Transit Traveler Information
	PT09	Transit Signal Priority
	PT10	Intermittent Bus Lanes
	PT11	Transit Pedestrian Indication
	PT14	Multi-modal Coordination
	PT16	Route ID for the Visually Impaired
	PT17	Transit Connection Protection
	PT18	Integrated Multi-Modal Electronic Payment
Support	SU01	Connected Vehicle System Monitoring and Management
	SU02	Core Authorization
	SU03	Data Distribution
	SU04	Map Management
	SU05	Location and Time
	SU06	Object Registration and Discovery
	SU07	Privacy Protection
	SU08	Security and Credentials Management
	SU09	Center Maintenance
	SU10	Field Equipment Maintenance
	SU11	Vehicle Maintenance
	SU12	Traveler Device Maintenance
Sustainable Travel	ST01	Emissions Monitoring
	ST02	Eco-Traffic Signal Timing
	ST03	Eco-Traffic Metering
	ST04	Roadside Lighting
	ST05	Electric Charging Stations Management
	ST06	HOV/HOT Lane Management
	ST08	Eco-Approach and Departure at Signalized Intersections
	ST09	Connected Eco-Driving
Traffic Management	TM01	Infrastructure-Based Traffic Surveillance

Service Package Area	Short Name	Name
	TM02	Vehicle-Based Traffic Surveillance
	TM03	Traffic Signal Control
	TM04	Connected Vehicle Traffic Signal System
	TM05	Traffic Metering
	TM06	Traffic Information Dissemination
	TM07	Regional Traffic Management
	TM08	Traffic Incident Management System
	TM09	Integrated Decision Support and Demand Management
	TM10	Electronic Toll Collection
	TM11	Road Use Charging
	TM12	Dynamic Roadway Warning
	TM13	Standard Railroad Grade Crossing
	TM14	Advanced Railroad Grade Crossing
	TM15	Railroad Operations Coordination
	TM16	Reversible Lane Management
	TM17	Speed Warning and Enforcement
	TM19	Roadway Closure Management
	TM20	Variable Speed Limits
	TM21	Speed Harmonization
	TM22	Dynamic Lane Management and Shoulder Use
Traveler Information	TI01	Broadcast Traveler Information
	TI02	Personalized Traveler Information
	TI03	Dynamic Route Guidance
	TI04	Infrastructure-Provided Trip Planning and Route Guidance
	TI05	Travel Services Information and Reservation
	TI06	Dynamic Ridesharing and Shared Use Transportation
	TI07	In-Vehicle Signage
Vehicle Safety	VS01	Autonomous Vehicle Safety Systems
	VS02	V2V Basic Safety
	VS03	V2V Situational Awareness
	VS04	V2V Special Vehicle Alert
	VS05	Curve Speed Warning
	VS08	Queue Warning
	VS09	Reduced Speed Zone Warning / Lane Closure
	VS10	Restricted Lane Warnings
	VS11	Oversize Vehicle Warning
	VS12	Pedestrian and Cyclist Safety
	VS13	Intersection Safety Warning and Collision Avoidance
	VS14	Cooperative Adaptive Cruise Control
	VS15	Infrastructure Enhanced Cooperative Adaptive Cruise Control
	VS16	Automated Vehicle Operations
	VS17	Traffic Code Dissemination

Service Package Area	Short Name	Name
Note: CONNECT-IT service packages may differ from service packages identified in the National ITS Reference Architecture (ARC-IT). For any service packages not represented in CONNECT-IT, refer to ARC-IT by accessing www.arc-it.net. Contact the administrator at sharmas@metro.net for questions regarding CONNECT-IT.		

AMENDMENT No. 1 TO MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT BETWEEN CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of May 5, 2025 by and between the City of Carson ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. MR524.02 or 920000000MR52402, dated June 1, 2022, (the "Existing FA"), which Existing FA provides for the Carson Circuit: Fashion Outlet Regional Transit Center, Project (the "Project"); and

B. WHEREAS, the LACMTA Board on September 23, 2021, delegated administrative authority to staff to extend the funding lapsing date of the Measure **R** Funds previously approved to meet environmental, design, right-of-way and construction time frames; and

C. WHEREAS, the GRANTEE and LACMTA desire to extend the lapse date of FY 2021-22 and 2022-23 funds to **June 30, 2027**; and

D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY2021-22 and FY22-23 are subject to lapse by June 30, 2027."

2. Attachment B-1 of the Existing FA is hereby replaced by Attachment B-1-1, attached.

3. Attachment C of the Existing FA Project Milestones is hereby amended by deleting it in its entirety and replacing it with the following:

MILESTONES	ORIGINAL DATES		REVISED DATES	
	START DATE	COMPLETION DATE	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	**1-Aug-23**	**30-Nov-23**	**1-Jun-22**	**30-Nov-22**
Develop Solicitation Package	1-Aug-23	15-Aug-23	1-Jun-22	30-Jun-22
Solicitation Response	16-Aug-23	30-Aug-23	1-Jul-22	30-Jul-22
Evaluations	1-Sep-23	15-Sep-23	1-Aug-22	30-Aug-22
Selection	16-Sep-23	30-Sep-23	1-Sep-22	30-Sep-22
Contract Award	16-Oct-23	30-Oct-23	16-Oct-22	30-Oct-22
Fully Executed Contract	1-Nov-23	30-Nov-23	1-Nov-22	30-Nov-22
PLANNING	**1-Dec-23**	**30-Mar-24**	**1-Dec-22**	**28-Feb-23**
Prepare Concept Report	1-Dec-23	30-Dec-24	1-Dec-22	30-Dec-22
Prepare Feasibility Study	1-Jan-24	30-Jan-24	1-Jan-23	30-Jan-23
Prepare Project Study Report	1-Feb-24	15-Feb-24	1-Feb-23	15-Feb-23
Feasibility Study	1-Mar-24	15-Mar-24	16-Feb-23	28-Feb-23
Concept Exploration	16-Mar-24	30-Mar-24	16-Feb-23	28-Feb-23
PRELIMINARY DESIGN	**1-Apr-24**	**30-Jun-24**	**1-Mar-23**	**30-May-23**
Prepare Detailed Design Plans	1-Apr-24	15-Apr-24	1-Mar-23	30-Mar-23
Prepare Detailed Construction Plans	16-Apr-24	15-May-24	1-Apr-23	30-May-23
Prepare Project Cost Estimate	16-May-24	30-May-24	1-Apr-23	30-May-23
High Level Design	1-Jun-24	30-Jun-24	1-Apr-23	30-May-23
PA&ED	**1-Jul-24**	**15-Aug-24**	**1-Apr-23**	**30-Jun-23**
Prepare Environmental Document Document Type:_____	1-Jul-24	8-Jul-24	1-Apr-23	30-May-23
Scoping	9-Jul-24	16-Jul-24	1-Apr-23	30-May-23
Technical Studies	9-Jul-24	16-Jul-24	1-Apr-23	30-May-23
Draft Environmental Document	17-Jul-24	23-Jul-24	1-Apr-23	30-May-23
Final Environmental Document	24-Jul-24	30-Jul-24	1-Apr-23	30-May-23
Community Outreach	1-Aug-24	3-Aug-24	1-Apr-23	30-May-23
Secure Project Approval	4-Aug-24	10-Aug-24	1-Jun-23	30-Jun-23
Categorical Exemption Filing	11-Aug-24	15-Aug-24	1-Jun-23	30-Jun-23
PS&E	**16-Aug-24**	**30-Nov-24**	**1-May-25**	**30-Sep-26**
35% PS&E	16-Aug-24	16-Sep-24	1-May-23	30-Sep-25
Preliminary Investigations	17-Sep-24	30-Sep-24	1-May-23	30-Sep-25
Geometric Drawings	1-Oct-24	15-Oct-24	1-May-23	30-Sep-25
Utilities	16-Oct-24	30-Oct-24	1-Jun-23	30-Jun-26
Right-of-Way	16-Oct-24	30-Oct-24	1-Jun-23	30-Jun-26
Estimating	16-Oct-24	30-Oct-24	1-Jun-23	30-Jun-26
Civic Design	1-Nov-24	30-Nov-24	1-Jun-23	30-Jun-26
Structural Design	1-Nov-24	30-Nov-24	1-Jun-23	30-Jun-26

CONSTRUCTION MILESTONES	ORIGINAL DATES		REVISED DATES	
	START DATE	COMPLETION DATE	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	**1-Dec-24**	**30-Mar-25**	**1-Jul-26**	**31-Dec-26**
Develop Solicitation Package	1-Dec-24	15-Dec-24	1-Jul-26	31-Aug-26
Solicitation Response	16-Dec-24	30-Dec-24	1-Sep-26	30-Oct-26
Evaluations	1-Jan-25	15-Jan-25	1-Nov-26	15-Nov-26
Contract Award	1-Feb-25	28-Feb-25	1-Dec-26	15-Dec-26
Fully Executed Contract	1-Mar-25	30-Mar-25	15-Dec-26	30-Dec-26
EXCAVATION	**1-Apr-25**	**30-Apr-25**	**1-Jan-27**	**30-Jan-27**
Clear/Grub	1-Mar-25	8-Mar-25	1-Jan-27	30-Jan-27
Survey	9-Mar-25	12-Mar-25	1-Jan-27	30-Jan-27
Sample Borings	9-Mar-25	12-Mar-25	1-Jan-27	30-Jan-27
Grading	13-Mar-25	20-Mar-25	1-Jan-27	30-Jan-27
Compaction	21-Mar-25	24-Mar-25	1-Jan-27	30-Jan-27
Drainage	26-Mar-25	30-Mar-25	1-Jan-27	30-Jan-27
ENVIRONMENTAL	**1-May-25**	**30-May-25**	1-Feb-27	28-Feb-27
Hazardous Materials Handling	1-Apr-25	7-Apr-25	1-Feb-27	28-Feb-27
Archaeological	8-Apr-25	15-Apr-25	1-Feb-27	28-Feb-27
Air Quality Monitoring	1-Apr-25	30-Apr-25	1-Feb-27	28-Feb-27
CONCRETE	**1-Jun-25**	**15-Jun-25**	**1-Mar-27**	**30-Jun-27**
Form Work			1-Mar-27	30-Jun-27
Rebar Placement			1-Mar-27	30-Jun-27
Pole Placement			1-Mar-27	30-Jun-27
TRAFFIC CONTROL	**1-Apr-25**		**1-Mar-27**	**30-Jun-27**
TMP			1-Mar-27	30-Jun-27
STRUCTURAL	**16-Jun-25**	**30-Jun-25**	**1-Mar-27**	**30-Jun-27**
False Work			1-Mar-27	30-Jun-27
Iron Placement			1-Mar-27	30-Jun-27
Pole Placement			1-Mar-27	30-Jun-27
UTILITIES	**1-Jul-25**	**30-Jul-25**	**1-Mar-27**	**30-Jun-27**
DWP			1-Mar-27	30-Jun-27
SCE			1-Mar-27	30-Jun-27
LADOT			1-Mar-27	30-Jun-27
MATERIALS	**1-Apr-25**	**30-Jul-25**	**1-Mar-27**	**30-Jun-27**
Long-Lead Equipment			1-Mar-27	30-Jun-27
Staging			1-Mar-27	30-Jun-27
Material Lay Down Area			1-Mar-27	30-Jun-27
Signage			1-Mar-27	30-Jun-27
ELECTRICAL	**1-Aug-25**	**30-Aug-25**	**1-Mar-27**	**30-Jun-27**
Power U/G Communication			1-Mar-27	30-Jun-27
A/G Testing/Acceptance			1-Mar-27	30-Jun-27

	ORIGINAL DATES		REVISED DATES	
	START DATE	COMPLETION DATE	START DATE	COMPLETION DATE
LANDSCAPE	**1-Sep-25**	**30-Oct-25**	**1-Jun-27**	**30-Jun-27**
Clearing			1-Jun-27	30-Jun-27
Planting	1-Sep-25	15-Sep-25	1-Jun-27	30-Jun-27
Plant Establishment	16-Sep-25	30-Sep-25	1-Jun-27	30-Jun-27
Irrigation	16-Sep-25	23-Sep-25	1-Jun-27	30-Jun-27
Testing	24-Sep-25	30-Sep-25	1-Jun-27	30-Jun-27
General Construction/close out project	1-Oct-25	30-Oct-25	1-Jun-27	30-Jun-27

4. Attachment E of the Existing FA is hereby replaced by Attachment E-1, attached.

5. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2025.06.04 16:12:10 -08'00'

By: _____ Date: _____
Deputy

GRANTEE:

City of Carson

By: _____ Date: _____
Lula Davis-Holmes
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Sunny K. Soltani
City Attorney

ATTEST:

By: _____ Date: _____
Dr. Khaleah K. Bradshaw
City Clerk

ATTACHMENT B -1-1 EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402
Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev		$19,440	$7,560	$16,700	$12,638		$13,338		$69,676
Environmental									$0
Design and PS&E						$75,324	$190,000		$265,324
Right-of-Way Acquisition						$10,000	$30,000		$40,000
Construction									$0
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$19,440**	**$7,560**	**$16,700**	**$12,638**	**$85,324**	**$233,338**	**$0**	**$375,000**
SUM PROG LACMTA FUNDS:	**$0**	**$19,440**	**$7,560**	**$16,700**	**$12,638**	**$85,324**	**$233,338**	**$0**	**$375,000**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2023-24 and FY2024-25	**$0**	**$19,440**	**$7,560**	**$16,700**	**$12,638**	**$85,324**	**$233,338**	**$0**	**$375,000**

ATTACHMENT B -1-1 EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402
Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E	$270,000	$212,000							$482,000
Right-of-Way Acquisition	$10,000								$10,000
Construction					$1,000,000	$1,425,000			$2,425,000
Vehicle Purchase									$0
Others; Construction Support				$8,000	$225,000				$233,000
Total MEASURE M	**$280,000**	**$212,000**	**$0**	**$8,000**	**$1,225,000**	**$1,425,000**	**$0**	**$0**	**$3,150,000**
SUM PROG LACMTA FUNDS:	**$280,000**	**$212,000**	**$0**	**$8,000**	**$1,225,000**	**$1,425,000**	**$0**	**$0**	**$3,150,000**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									$0
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2025-26 and FY2026-27	**$280,000**	**$212,000**	**$0**	**$8,000**	**$1,225,000**	**$1,425,000**	**$0**	**$0**	**$3,150,000**
TOTAL LACMTA FUNDS	**$280,000**	**$231,440**	**$7,560**	**$24,700**	**$1,237,638**	**$1,510,324**	**$233,338**	**$0**	**$3,525,000**
TOTAL NON-LACMTA FUNDS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL PROJECT FUNDING	**$280,000**	**$231,440**	**$7,560**	**$24,700**	**$1,237,638**	**$1,510,324**	**$233,338**	**$0**	**$3,525,000**

ATTACHMENT E-1 FTIP SHEET

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program ($000)

TIP ID **LA9919119** Implementing Agency **Carson, City of**

Project Description: Project includes eight bus bays with concrete bus pad underneath all bus driving and parking areas. An information wall where passengers can obtain real-time transit information. Approximately 10 CCTV security surveillance cameras. Approximately 15 parking spaces. A small building for an office and driver restrooms. The proposed work zone is within a landfill area and mitigation will be required as part of the project. Project location: Latitude, Longitude: 33.845099, -118.278363.

SCAG RTP Project #: 7120002
Study:N/A Is Model: Model #:
PM: Gilbert Marquez - (310)952-1700

LS: N LS GROUP#:
Conformity Category: TCM

System :Transit | Route : | Postmile: | Phase: Engineering/Plans, Specifications and Estimates (PS&E) | Completion Date 12/31/2031

Transit Rt: 0 | Transit Mode: Bus | Fare:0.00 | Trans Fee:0.00 | Prk Ride Loc:

Air Basin: SCAB | Envir Doc: INITIAL STUDY/NEGATIVE DECLARATION -- CEQA - 05/31/2023

Uza: Los Angeles-Long Beach-Santa Ana | Sub-Area: | Sub-Region: South Bay Cities COG

Headway Peak: 0 Headway OP: 0 Stop Time :0.00 Parking $: 0.00 Stop Dist:

CTIPS ID: | EA #: | PPNO:

Program Code: TRNH6 - PASSENGER STATIONS/FACILITIES-NEW Stop Loc: 0

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
MR20H - Measure R 20% Highway	PE	$44	$291	$482	$0					$817
	RW	$0	$0	$0	$50					$50
	CON	$0	$0	$0	$2,658					$2,658
	SUBTOTAL	$44	$291	$482	$2,708					$3,525
	TOTAL	**$44**	**$291**	**$482**	**$2,708**					**$3,525**

TOTAL PE: $817 **TOTAL RW: $50** **TOTAL CON: $2,658** **TOTAL PROGRAMMED: $3,525**

- General Comment:
- Modeling Comment:
- TCM Comment: .
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised **Amendment 25-12 - Submitted** **Change reason**:RE PROGRAMMED **Total Project Cost** **$3,525**

RESOLUTION NO. 25-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT

WHEREAS, Los Angeles County Metropolitan Transportation Authority ("LACMTA") entered into the Measure R Transit Investment Funding Agreement dated June 1, 2022 ("Funding Agreement"), programming Measure R Funds to the City of Carson ("City") for Carson Circuit: Fashion Outlet Regional Transit Center, LACTMA Project ID# MR524.02 and FTIP# LA9919119 ("Project"); and

WHEREAS, the LACMTA Board on September 23, 2021, delegated administrative authority to its staff to extend funding lapse dates of the Measure R Funds previously approved to meet environmental, design, right of way and construction time frames; and

WHEREAS, the City and LACMTA desire to extend the lapse dates of FY 2021-22 and FY 2022-23 funds to June 30, 2027; and

WHEREAS, amending the Funding Agreement for the Project will permit the City to be reimbursed as specified in the agreement with LACMTA for the Project.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Amendment No. 1 to Funding Agreement. The City Council hereby approves Amendment No. 1 of the Funding Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference and authorizes the Mayor to execute the same.

Section 3. Further Acts. The City Manager, Director of Public Works and City Clerk are hereby authorized and directed to execute such other documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 4. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining

provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED, and ADOPTED this 5th day of August, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EXHIBIT “A”

Amendment No. 1 of the Funding Agreement

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC TO PROVIDE GRAFFITI ABATEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department – Operations and Maintenance Division is responsible for graffiti abatement throughout the city. The goal is to remove graffiti within 48 hours or less in effort to discourage vandalism in the City of Carson.

In conjunction with internal staff, the Public Works department utilizes contracted graffiti abatement vendor, Graffiti Protective Coatings, Inc (GPC) to address graffiti concerns in a timely manner. To maintain the current 7 days a week graffiti removal operation as needed, the extension of the GPC contract is warranted.

Staff requests Council approve extension of the GPC Contract Services Agreement by one (1) additional one-year term for an additional $129,600.00. The new total not-to-exceed contract sum shall be $259,200.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Contract Services Agreement with Graffiti Protective Coatings, Inc. to provide Graffiti Abatement Services increasing the contract sum by $129,600.00 for a new total contract sum of $259,200.00 and extending the term by one year.
2. AUTHORIZE the Mayor to execute Amendment No. 1 to the agreement with Graffiti Protective Coatings Inc., following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 1 to the Contract Services Agreement with Graffiti Protective Coatings, Inc to provide Graffiti Abatement Services.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

The primary purpose of graffiti abatement in the City of Carson is to remove and prevent graffiti vandalism throughout the City, thereby improving the overall quality of life, combating blight, and boosting economic development. Prompt removal discourages further graffiti, and helps improve community safety and property values.

Due to the increased volume of graffiti nuisances throughout the City, staff sought to engage the services of Graffiti Protective Coatings, Inc. (GPC) via a piggybacked Contract Services Agreement between GPC and the City of Torrance dated July 1, 2022. On July 16, 2024, Council approved the City's own Contract Services Agreement with GPC for a not-to-exceed amount of $129,600 and a one-year term that allowed for two additional one-year extensions at the City's option. To ensure expedient graffiti removal response continues without interruption, including after hours removal services, staff has determined it necessary to extend the contract with GPC.

Staff now requests Council approve extending the Contract Services Agreement with GPC for an additional one-year term. The additional compensation for the services shall be $129,600.00 for a new total not-to-exceed contract sum of $259,200.00.

V. FISCAL IMPACT

If the proposed Amendment No. 1 is approved, the GPC Contract Services Agreement for Graffiti Abatement Services will be increased by an additional $129,600 for a new total not-to-exceed contract amount of $259,200.

The requested amendment amount of $129,600 is included in the adopted FY 25/26 budget within graffiti abatement professional services account 101-80-840-109-6004.

VI. EXHIBITS

1. Original GPC Contract
2. GPC Contract Amendment

Attachments

1. Original GPC Contract
2. Amendment No. 1 Graffiti Protective Coatings(2023395.3).pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

GRAFFITI PROTECTIVE COATINGS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
GRAFFITI PROTECTIVE COATINGS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and GRAFFITI PROTECTIVE COATINGS, 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. The City seeks to piggyback off that certain Contract Services Agreement between Consultant and the City of Torrance dated July 1, 2022 ("Torrance Contract"), which includes Consultant providing graffiti abatement services and other services for the City of Torrance.

B. Pursuant to Section 2611(f) of the City's Municipal Code, the City is authorized to enter into this Agreement by piggybacking off the Torrance Contract, as determined by City's Purchasing Manager. City's regulations permit piggybacking at the same or better prices than those reflected in the Torrance Contract, and Consultant has agreed to extend such pricing to City under this Agreement.

C. 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 One Hundred Twenty Nine Thousand Six Hundred Dollars and Zero Cents ($129,600.00) (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:

Barry Steinhart	General Manager
(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 Kirby Jones, Public Works Superintendent, or as otherwise 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 (Coverage Form ISO CGL CG 00 01 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, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 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, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. 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, 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, the Consultant reserves the right to terminate this Agreement 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, 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 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.

7.8 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 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.

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 R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

GRAFFITI PROTECTIVE COATINGS, INC., a California corporation

By:_____
Name: Carla Lenhoff
Title: President

By:_____
Name:
Title:
Address: 419 N. Larchmont Blvd., Suite 264
Los Angeles, CA 90004

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 _____, 2024 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 _____, 2024 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 for the City the graffiti abatement Services as follows:

Proposal Description

Overview

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow the City of Carson to control this problem. Graffiti Protective Coatings, Inc. specializes in these services with its "Zero-Tolerance Program". Under GPC's proven program each technician is fully equipped and trained to remove all graffiti.

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites requested by the City are removed no matter how small including but not limited to all streets, sidewalks, private and City owned property, upper-level locations, and all objects in the City Right of Way. Parks are not part of this proposal.

Schedule of work (days, times, etc.)

GPC will be available 7 days per week, 24 hours a day, 365 days a year. The standard reactive and/or proactive work schedule will be five weekdays per week for a minimum of 1 fully equipped truck for the City of Carson. GPC will respond to emergency requests on weekends and Holidays. GPC will provide additional vehicles at no additional surcharge as needed when needed.

Identification of Work

GPC will be responding to City staff requests, hotline calls, app requests, and possibly proactive patrols of main thoroughfares and Hotspots. GPC will meet with City staff as needed to discuss work orders, schedules, and areas to be maintained.

Assignment of Work

GPC prefers to put technicians in their own exclusive and specific City/zone. Technicians that are experts in their assigned geographic area gain efficiencies of drive time creating faster response times; more specific knowledge of neighborhoods, "Hot Spots", and color matches creating better consistency; and the technicians are more accountable for the appearance of their City/zone creating higher quality. If requested, GPC will provide the City its App-Order software and a smartphone app equipped with the App-Order manager's app to City staff for instant and easy communication.

GPC's workday will start at approximately 6am so that busy thoroughfares can be cleaned safely before heavy morning traffic. Each site cleaned will be photographed and documented using App-Order. Waivers will be obtained as needed.

GPC's Carson lead service technician, upon request, will check in with City staff at a specified time to review service requests and overall operations. City staff can monitor and manage work orders via the web or on the provided manager's smartphone app.

GPC should be able to link, via a web service, GPC's App-Order electronic work order system to the City's work order system, if requested, for seamless real time data communication.

GPC custom color matches all buildings to 98% or better. GPC will maintain the formulas as well as the inventory of labeled locations. Therefore, our touch-ups will always be 100% accurate. Our custom matches will include specific coatings and bases as needed for unique finishes. Many buildings are repeatedly tagged and would be damaged if quality of the removal does not account for the repeated volume, therefore GPC takes special care to properly prep all surfaces and then professionally apply only high-quality finishes.

Additional Work and Emergencies
GPC knows from experience that it will receive special event requests and emergency calls and has a proven history of meeting those needs.

Volunteering in the Community
GPC has a proven history of participating in City clean-up events and can be counted on to volunteer staff and resources for future City events.

Response Time
GPC will be available to the City 24 hours a day, 365 days a year. No matter what the Holiday or time, emergency after-hours calls will have a response time of less than 2 hours. The emergency number is (323) 464-4472.

1) **Emergencies**- less than 120 minutes
2) **Routine**- clean immediately upon spotting graffiti
3) **Citizen or City reported incidents**- typically no more than 8 working hours (weekdays) and not to exceed 48 hours.

Training
GPC offers employees good pay, thorough training, and the best possible equipment. New hires at GPC must have a clean driving record, pass a drug test, and background check, and meet GPC's extremely high minimum standards. New staff members train for 1 year as an assistant until getting the chance (upon merit) to take on the responsibility of one of GPC's routes.
During training they not only learn how to become skilled professionals at graffiti removal, but also how to recognize hazards. All GPC personnel will wear GPC uniforms, reflective safety vests, and will have cell phones for immediate and direct communication.

Training includes how to match colors, proper use and repair of all equipment, working with varying graffiti removers, appropriate use of blasting attachments, recognizing hot spots and areas of importance, the best times to attack various locations, and communicating with citizens and City staff.

GPC has an excellent safety record. GPC utilizes environmentally friendly biodegradable materials and techniques and will adhere to all Local, State, and Federal rules and regulations. GPC has an appointed Safety Officer who put together our extensive Injury and Illness Prevention Program. Some highlights of our Program in which all our employees are trained include SDS knowledge,

driving techniques, personal safety gear protection, proper use of tools and equipment, hazard communication practices, recognizing potential hazards, and job site safety.

New employees also learn the importance of quality. Quality control is the responsibility of every GPC staff member. The quality of the removal is to be of the highest standard, and all graffiti removal must be 100% completed. Attention is directed to the importance of experience, details, and ethics. GPC accepts and performs only "excellent" quality from its staff and that is the standard that the City will receive from GPC.

GPC has a 100-point training program that all new employees must complete.

GPC staff will purchase supplies, services, and materials in Carson whenever possible.

Methods for removal describing materials used.

-Painting

On most previously painted surfaces (apart from *some* semi-gloss, gloss, oil based, powder coated, and anti-graffiti coated surfaces), the best method of removal is to prep and repaint graffiti affected areas with exact color matches. For the few exceptions listed in parentheses above, GPC possesses a graffiti remover that erases the graffiti without damaging the finish or color of those surfaces.

The choices for applying the graffiti removal touch-up paint are brush, 6" mini roller, 9" standard roller, or airless sprayer. If the area to be painted is less than 1 square foot, most likely a brush will be used. If the area to be painted is more than 1 square foot and less than 25 square feet a mini roller will be used. If the area to be painted is over 25 square feet or is extremely porous such as certain stucco finishes or painted block walls where the roller does not easily fill the grout areas, then GPC will use an airless sprayer. If wind conditions or surroundings dictate a sprayer cannot be used, then a standard 9" roller will be used.

Preparation (prep), which includes adjacent surface protection, is vital in professional removal. Before the touch-up paint can be applied, the surface must be clean. If the graffiti is from a marker or dark spray paint on a light color, the graffiti will be "killed" with a primer. It is required to use a primer in these instances, otherwise, many rapid coats of paint will have to be applied which will lead to adhesion problems and will distort the texture of the surface.

GPC must now make the custom color of the surface. GPC will match the sheen of the surface, followed by the base, and then add colorants so that the touch-up is virtually undetectable. Once the paint is made, the formula is saved, and the paint is labeled with the corresponding location. The advantage of near perfect color matches is that smaller areas can be touched-up without having to paint the entire surface, creating tremendous cost savings. All GPC techs are excellent color matchers and are extensively trained in on-site color matching.

The 32 colors most frequently used will be kept in the truck. GPC inventories all custom color matches. Each color is stored on racks by zone and route. GPC will maintain all color formulas and inventory at a centralized warehouse. Therefore, GPC touch-ups will always be 100%

accurate. Colors not normally on the truck will be added in the morning based upon the work order locations received.

GPC applies the color using its "feathering" technique with the applicators listed above. The techs are trained to apply a thin even coat while blending out all the edges. There will be no drip marks or awkward squares. Upon completion, the touch-up will not be recognizable, and no one will have known that site had been vandalized.

It is important to note that GPC uses only quality paint to prevent color fading, obtain better coverage, and prevent adhesion problems.

If the tech is in the field and finds a surface where the color cannot be matched on-site to 98% or better accuracy, the tech will temporarily cover with the graffiti with the closest color and bring a small sample to the warehouse. A custom color will be made and within 24 hours the field tech will have applied the custom color using the processes already discussed.

GPC utilizes drop cloths to protect the ground and landscaping from drops or spills. If vehicle(s) are too close to the work area, GPC with permission from the city staff, will reschedule for the most advantageous time. Techs are well trained and highly skilled which greatly limits the possibilities of adjacent surface damage. Plastic sheeting and tape are in every truck and will be used when necessary.

Extreme care and diligence is always utilized when using airless sprayers and graffiti removers to avoid overspray of cars, personal property, and pedestrians.

-Media Blasting

GPC removes graffiti from unpainted surfaces with soda blasting techniques. These can be performed wet or dry. For wet blasting, GPC utilizes water recovery and recycling equipment. GPC possesses many water recovery units. The units are truck mounted and designed after a much larger CALTRANS model. The units are fully automatic zero discharge-closed loop wash water recovery system. The units remove all physical particles twenty microns and larger in size as well as absorbing petroleum hydrocarbons. It collects the wash water using a Vacuboom system, filters the water and returns the clean water to the main water tank. Water recovery units are in compliance with current wastewater regulations and requirements.

The media used for soda blasting is baking soda. Baking soda is FDA approved, non-toxic, and contains no free silica. It is also non-sparking, non-flammable, non-hazardous, and environmentally safe.

Equipment to be provided daily within contract

GPC trucks for the City of Carson will be a mix of new or late model long bed heavy-duty pick-ups. ***All*** trucks are fully equipped and self-contained for all aspects of graffiti removal. Graffiti locations often require multiple techniques of hot water cleaning, chemical removal, and painting. Therefore, each of our trucks are equipped with 3,500 psi 4gpm hot water pressure washers/ soda blaster, water tanks, water recovery units, .75-gpm gas powered airless paint sprayers, ladder, baking soda blaster attachments, and pressure washer hose reels. GPC's

Law enforcement is provided passwords so they can map, search, and track vandal activity as well as get instant and real-time billing reports and photos for apprehended taggers.

All data collected in the work order system for this project is the property of the City. GPC created and owns the software; so many custom features can be easily added with no additional cost.

Pilot Program

GPC will provide a technician available for proactive and reactive service five days a week for a portion of the City on a Pilot Program. GPC will also be available for reactive emergency service calls on the weekends. The technician will service the city of Carson southbound from 223rd Street. Technicians will perform daily patrols of the main streets (223rd Street, Sepulveda Blvd. Lomita Blvd., Main St., Avalon Blvd., Wilmington Ave., and Alameda St.) as well as respond to City requests via direct communication from City staff as well as App-Order. The cost of the Pilot Program is a flat fee all-inclusive price of $10,800 per month.

Conclusion

GPC has always provided the highest quality services at fair prices. There is no better indicator of future success than past performance.

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

See Section I. above.

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. As directed by the City's Contract Officer.

B. As required, if at all, by Section I. above.

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.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. A new Section 1.10 (Compliance with Labor and Wage Laws) is hereby added to the Agreement, to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq*.), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep

accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the

certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

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 one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

Price Proposal	
In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.	
Category Description	**Proposal Not to Exceed**
A. Labor Costs – Daily Cost Per Crew	$ 750 -
B. Labor Costs – Proposed Number of Crews (Daily)	$ 2
C. Labor Costs – Total Proposed Daily Costs (A x B)	$ 1500
D. Labor Costs – Hourly Cost for Overtime	$ 88.00
E. Material Costs – Cost per gallon of paint	$ 24.00
F. Material Costs – Cost per spray can of KILZ	$ 4.90
G. Equipment Costs (daily cost of any equipment not included in the basic contract)	$ 0
H. Cost for work order database system (Annual cost charged to the City if not included in the daily crew rate)	$ 0

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 $129,600 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 following schedule:

Consultant will be available to City 24 hours a day, 365 days a year.

A. Emergencies – less than 120 minutes

B. Routine – clean immediately upon spotting graffiti

C. City or citizen reported incidents – typically no more than 8 working hours (weekdays) and not to exceed 48 hours

II. Consultant shall deliver the following tangible work products to the City by the following dates.

See Exhibit A, Section I.

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

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 GRAFFITI PROTECTIVE COATINGS, INC., a California corporation ("Consultant"), is effective as of the _____ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated August 7, 2024 ("Agreement"), whereby Consultant agreed to perform graffiti abatement services for a not-to-exceed Contract Sum of $129,600.00 for the Term spanning from August 7, 2024 to August 6, 2025, with two optional one (1) year extension periods at a not to exceed compensation of $129,600.00 for each extension period..

B. City and Consultant now desire to amend the Agreement to exercise the first option for extension resulting in an extension of the Agreement Term for one (1) year from August 7, 2025 to August 6, 2026, and increase the Contract Sum by $129,600.00 from $129,600.00 to $259,200.00.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"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 ***Two Hundred Fifty Nine Thousand Two Hundred Dollars and Zero Cents ($259,200.00)*** ~~One Hundred Twenty Nine Thousand Six Hundred Dollars and Zero Cents ($129,600.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. 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 ***two*** ~~one~~ (***2***~~1~~) year***s*** from the date hereof, except as other wise provided in the Schedule of Performance (Exhibit "D"). The City may, at its sole discretion, elect to extend the Term by ***one (1) additional one-year term*** ~~two (2) additional one-year terms~~ (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C.""

C. Section IV. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"IV. The total compensation for the Services shall not exceed ***$259,200.00*** ~~$129,600~~ 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 the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant 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.

Consultant 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 Consultant that, as of the date of this Amendment, Consultant 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.

6. Counterparts. This Amendment 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 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
[ahl; rjl]

CONSULTANT:

GRAFFITI PROTECTIVE COATINGS, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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 _____

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 _____

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, August 5, 2025, 5:00 PM

DISCUSSION 23.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER AN AWARD OF A CONSTRUCTION CONTRACT FOR PROJECT NO. 1657: TRAFFIC SIGNAL INSTALLATION AT SIX INTERSECTIONS LOCATED AT: FIGUEROA STREET AT VICTORIA STREET; FIGUEROA STREET AT 223RD STREET; FIGUEROA STREET AT 234TH STREET; MAIN STREET AT ALBERTONI STREET; MAIN STREET AT 220TH STREET; AND MAIN STREET AT VICTORIA STREET (CITY COUNCIL)

I. SUMMARY

Project No. 1657: Traffic Signal Installation at six (6) Intersections is included in the City's Capital Improvement Program (CIP) list for improvements at the following locations: Figueroa Street at Victoria Street; Figueroa Street at 223rd Street; Figueroa Street at 234th Street; Main Street at Albertoni Street; Main Street at 220th Street; and Main Street at Victoria Street (Exhibit No. 1).

The project was advertised from December 9, 2024 to February 3, 2025. Seven bids were initially received and opened by the Purchasing Division Manager on February 3, 2025. However, Alfaro Communications Construction, Inc. (the original apparent low bidder) withdrew their bid the same day, citing a mathematical error. The next lowest bidder is Elecnor Belco Electric, Inc. (Belco) with a bid in the amount of $5,661,686.00. Belco is considered the lowest responsive and responsible bidder.

The project is subject to the requirement of the City's Project Labor Agreement (PLA). The selected contractor and all subcontractors have an obligation to comply with all the terms of the PLA.

Staff is requesting the City Council to award a construction contract to the lowest responsive and responsible bidder, Belco, in the amount not to exceed $5,661,686.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Construction Contract for Project No. 1657: Traffic Signal Installation at Six Intersections in the amount of $5,661,686.00 to the lowest responsive and responsible bidder, Elecnor Belco Electric, Inc.
2. AUTHORIZE the Mayor to execute a construction contract following approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

The City's Capital Improvement Program (CIP) calls for the construction of Project No. 1657 - Traffic Signal Installation at Six Intersections. The Project includes the construction of roadway and traffic signal modifications at six existing traffic signal-controlled intersections in the City of Carson. The six intersection improvements along Main Street and Figueroa Street are near and run parallel to the I-110 Freeway. Traffic from freeways at local interchanges adversely impacts the operations of these intersections. These impacts occur especially during peak hours, when traffic exiting nearby I-110 off ramps combined with the regional north-south traffic overwhelm the existing operational capacity of the intersections. The six traffic signals will be upgraded and improved to provide increased intersection capacity, upgraded safety lighting, new video detection systems, and pedestrian head upgrades. The traffic signal controllers will be programmed to ensure efficient and safer vehicle, pedestrian, and bicycle travel, improve the level of service and reduce delays at the project intersections.

This Project was approved for funding through two separate Measure R grants (MR312.41 and MR312.46) and the City requested Metro to program funding to cover the PS&E, Construction, and Construction Support phases. At its June 23, 2016 meeting, the Metro Board approved programming $1,400,000 in Measure R funds to the City for PS&E and initial construction activities. However, because this initial amount was insufficient to fully fund improvements at all six intersections, the Metro Board at its July 22, 2021 meeting approved an additional $2,820,000 in Measure R funds for construction. In addition, Metro offered the City of Carson the services to prepare and complete the plans, specifications and estimate for the project. Metro completed the PS&E, which was approved by the City Council on February 7, 2023, and Metro will also lead the Construction Support Services phase of the project.

Traffic signal upgrades at these intersections have become increasingly urgent due to reported accidents from nearby businesses, and the project has been delayed for several years since the original grant award, raising concerns over potential fund lapse if not completed timely. The City of Carson will be responsible for advertising the bid for construction, awarding the bid to the lowest responsible/responsive bidder, and managing the construction of the project. The Measure R grant amount for design is $490,000, for construction is $3,730,000 and about $100,000 of which will be needed for construction support, through Metro. This leaves $3,630,000 in Measure R funds available for payment to the construction contractor.

The project was advertised for construction bids through IFB No. 24-025, and on February 3, 2025, seven bids were received through PlanetBids and opened by the Purchasing Division Manager at the City Clerk's office (Exhibit No. 2). The bid results are listed below:

No.	Bidder	Place of Business	Bid Amount
1	Alfaro Communications Construction, Inc.	Compton, CA	$4,590,384.50
2	Elecnor Belco Electric, Inc.	Chino, CA	$5,661,686.00
3	Comet Electric	Chatsworth, CA	$5,705,334.00
4	Select Electric, Inc.	Anaheim, CA	$5,825,850.00
5	Baker Electric & Renewables LLC	Escondido, CA	$6,435,740.00

6	International Line Builders, Inc.	Corona, CA	$6,503,607.00
7	Crosstown Electrical & Data	Irwindale, CA	$6,943,880.00

Bidder No. 1, Alfaro Communications Construction, Inc. (the original apparent low bidder) withdrew their bid the same day, citing a mathematical error.

In reviewing the bid documents submitted by Bidder No. 2, Belco, it was determined that Belco's bid was responsive with all the required bid documents provided including the PLA Letter of Assent. Belco is a bonafide contractor licensed in the State of California and is registered with the Department of Industrial Relations. The bid bond, in the amount of 10% of the total bid, as supplied by Liberty Mutual Insurance Company is in order and was submitted with the bid. Belco indicated that they will self-perform approximately 67% of the contract work that exceeds the minimum percentage required by the project specifications. In addition, Belco has completed similar projects in Carson and in nearby jurisdictions in the past, all in a satisfactory manner.

The city received a grant of $3,730,000 for the traffic signal improvement project. However, the lowest bid received for the construction was $5,661,686 thereby creating a funding gap that prevents us from covering the full scope of work, which includes improvements at all six intersections. While staff has considered reducing the scope of work or limiting to the number of intersections to be improved in order to stay within the available funding, such approach may not meet the safety standards required for motorists. To ensure the safety and benefit of the public, it is crucial that we proceed with improvements at all intersections. Therefore, we respectfully request the city council to provide additional funding to cover the cost difference and allow us to move forward with awarding the contract to the lowest bidder.

Pursuant to Carson Municipal Code Section 2610, a notice of intent to award was sent to all actual bidders by email on April 8, 2025 stating the city's intent to award a construction contract to Belco. The notice also stated that protest must comply with the requirements of the Carson Municipal Code Section 2613. No protests were received within the allotted time frame nor as of the date of this report.

Staff, therefore, recommends the award of a construction contract to the lowest responsive and responsible bidder Belco with a bid in the amount of $5,661,686.00 (Exhibit No. 3).

The accomplished and anticipated timeline for this project is as follows:

Preparation of Plans, Specifications, and Estimates	Completed
Advertise Notice Inviting Bids	Completed
Award of Construction Contract	August 2025
Contract Execution	September 2025
PO Issuance	October 2025
Start of Construction	November 2025

Completion of Construction	August 2026
Project Close-Out	August 2026

The project may experience delays depending on the availability of materials and the weather conditions, and staff may have to adjust the project schedule accordingly.

Staff requests that the City Council award a Construction Contract to Belco in the amount not to exceed $5,661,686.00. This contract amount reflects an increase in pricing of labor and materials since the grant funding was awarded. It also reflects additional safety mitigation for the intersections of Main Street at Victoria Street and Figueroa Street at 190th Street / Victoria Street.

V. FISCAL IMPACT

The proposed contract amount is $5,661,686.00. The City was awarded a Measure R grant in the amount of $3,730,000. Funds in the amount of $3,730,000.00 were included in the adopted FY 25/26 budget in account 259-80-820-904-8023.

The grant requires $100,000.00 to be utilized for construction support performed by Metro, leaving $3,630,000 for construction work performed by the proposed contractor. If council approves the contract for work at all 6 intersections, the remaining $2,031,686.00 needed for the contract sum will be budgeted in fiscal year 26/27.

VI. EXHIBITS

1. Location Map
2. Bid Register
3. Public Works Construction Agreement
4. Measure R Funding Agreement - PW1657

Attachments

Exhibit 1 - Location Map

Exhibit 2 - Bid Register

Exhibit 3 - Public Works Construction Agreement

Exhibit 4 - Measure R Funding Agreement - PW1657

Project No. 1657 Location Map

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *INVITATION FOR BID (IFB) 24-25 – PROJECT NO. 1657 FIGUEROA AND MAIN STREET TRAFFIC SIGNAL MODIFICATIONS*

BID OPENING DATE: *02-03-25* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Alfaro Communications Construction, Inc.	Haidi Daaifi	2/3/25 9:47am		$4,590,384.50	
2.	Elecnor Belco Electric, Inc.	_____	2/3/25 9:42am		$5,661,686.00	
3.	Comet Electric, Inc.	Mary McGuan	2/3/25 9:31am		$5,705,334.00	
4.	Select Electric, Inc.	Landon Smith	2/3/25 9:50am		$5,825,850.00	
5.	Baker Electric Renewables, LLC	_____	2/3/25 9:52am		$6,435,740.00	
6.	International Line Builders, Inc.	Matthew Edwards	2/3/25 9:57am		$6,503,607.00	
7.	Crosstown Electrical & Data	David P. Heermance	2/3/25 9:58am		$6,943,880.00	
8.						
9.						
10.						
11.						

Opened By: Khaleah K. Brackshaw KKB
Print Legibly Initials

City Clerk: K. Brackshaw
Signature

Staff Present: John C. Merrill JCM
Print Legibly Initials

PlanetBids Opened By: Rafael Rico RR
Print Legibly Initials

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
ELECNOR BELCO ELECTRIC, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2025, by and between the City of Carson, a California charter city ("**City**") and Elecnor Belco Electric, Inc., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Project No. 1657: Figueroa and Main Street Traffic Signal Modifications ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict

between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 Contractor'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.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) 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.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 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 Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Five Million Six Hundred Sixty One Thousand Six Hundred Eighty Six Dollars ($5,661,686.00) ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within one hundred eighty (180) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

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 Contractor, 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 Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager 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 Project Manager such delay is justified. The Project Manager's determination

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

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

John Wong _____	Vice President_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor'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 Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Ian Holst, PE, PMP, Associate Civil Engineer, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, 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 Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 Contractor, 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor 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.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds 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's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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 Project Manager 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 Project Manager 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 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 Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor 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.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor 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, Contractor agrees that if Contractor 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, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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 Contractor, 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 Project Manager or upon the termination of this Agreement, and Contractor 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 Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager 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 Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. 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; DEFAULT, SUSPENSION 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 Contractor 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 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 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 Contractor 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.

7.6 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.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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 Project Manager. Contractor 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 his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor 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.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor 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, Contractor 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 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 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 Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, 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.

9.3 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.

9.4 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. All signatures on bonds must be originals.

9.5 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 Contractor 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.

9.6 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.

9.7 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. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____

9.8 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 California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney [rjl, alh]

CONTRACTOR:

ELECNOR BELCO ELECTRIC, INC., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 14320 Albers Way
Chino, CA 91710

***Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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 _____

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 _____

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

CONTRACTOR'S BID

SEE ATTACHED BID SCHEDULE

BID

BID SCHEDULE – (IFB-24-25)

PROJECT NO. 1657

Figueroa and Main Street Traffic Signal Modifications

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Bonding, Mobilization, Demobilization, and Insurance	1	LS	259,000	259,000
2	Traffic Control	1	LS	385,000	385,000
3	Erosion Control / BMP Implementation	1	LS	13,000	13,000
4	Survey and Monumentation	1	LS	9,000	9,000
5	Clearing and Grubbing	1	LS	8,500	8,500
6	Unclassified Excavation	700	CY	488	341,600
7	Construct Type A-2 PCC Curb and Gutter	30	CY	2,067	62,010
8	Construct Type A-1 PCC Curb	1	CY	2,526	2,526
9	Construct 4" PCC	45	CY	2,182	98,190
10	Construct 4" PCC Curb Ramp. Including DWS, Integral Curb and Gutter, and Integral Sidewalk	70	CY	3,215	225,050
11	Construct 2" ARHM	25	TON	1,263	31,575
12	Construct 6" AC	70	TON	1,263	88,410

13	Construct 12" PCC. Including Dowels and Tie Bars.	260	CY	1,263	328,380
14	Construct 8" PCC Cross Gutter/Spandrel	10	CY	2,067	20,670
15	Construct 4" Stamped-Colored PCC (match existing)	8	CY	2,526	20,208
16	Remove Tree and Roots to 3' Depth	2	EA	3,215	6,430
17	Construct 8" PCC Commercial Driveway	2	CY	2,526	5,052
18	Construct Paver Walk	3	CY	4,592	13,776
19	Adjust Curb Drain	5	EA	1,148	5,740
20	Adjust Utility Cover and Box to Grade (Not Including TS Pull boxes)	3	EA	1,148	3,444
21	Construct Cobblestone Non-walkable Surface	40	SF	87	3,480
22	Construct Variable Height PCC Retaining Curb	210	LF	115	24,150
23	Remove Striping, Marking, and Markers	1	LS	38,488	38,488
24	Adjust Landscaping and Irrigation to Match New Construction	1	LS	34,440	34,440
25	Construct Type A Steel Handrail	20	LF	574	11,480
26	Reset Guy-Wires. By SCE	3	EA	2,521	7,563
27	Crushed Aggregate Base	180	CY	574	103,320
28	Construct Type A-3 PCC Curb and Gutter	1	CY	2,756	2,756
29	Traffic Signal (Figueroa St / 234th St)	1	LS	427,167	427,167
30	NOT USED				
31	Traffic Signal (Figueroa St / 223rd St)	1	LS	569,270	569,270

32	Traffic Signal (Main St / 220th St)	1	LS	473,074	473,074
33	Traffic Signal (Figueroa St / Victoria St)	1	LS	551,361	551,361
34	Traffic Signal (Main St / Victoria St)	1	LS	567,737	567,737
35	Traffic Signal (Main St / Albertoni St)	1	LS	527,478	527,478
36	Remove and Install Traffic Signs	1	LS	16,588	16,588
37	Traffic Striping, Markings, and Markers	1	LS	90,223	90,223
38	Allowance	1	LS	$277,000.00	$277,000.00
1A	[Deleteable] Remove and Dispose Existing Geotextile Fabric	15000	SF	0.37	8,550
TOTAL BASE BID AMOUNT*	**Figures**	$5,661,686			
	Words	Five Million Six Hundred Sixty-One Thousand Six Hundred Eighty-Six Dollars and 2000 Cents.			

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

I. Section 3.2 (Liquidated Damages) of the Agreement is hereby amended to read as follows:

"**3.2 Liquidated Damages.**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of ***Seven Hundred Fifty Dollars ($750.00)*** ~~One Thousand Dollars ($1,000.00)~~ as liquidated damages for each ***calendar*** ~~working~~ day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities."

EXHIBIT C

PERFORMANCE BOND

We, Elecnor Belco Electric, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Five Million Six Hundred Sixty One Thousand Six Hundred Eighty Six Dollars ($5,661,686.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, Elecnor Belco Electric, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Five Million Six Hundred Sixty One Thousand Six Hundred Eighty Six Dollars ($5,661,686.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

AMENDMENT No. 1 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of July 1, 2024, by and between the City of Carson ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. 9200000000MR31241, dated March 1, 2023, (the "Existing FA"), which Existing FA provides for the Main Street and Figueroa Street Traffic Signal Upgrades Project (the "Project"); and

B. WHEREAS, the LACMTA Board on January 26, 2023, delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of FY 2016-17, FY2017-18, and FY2021-22 funds to June 30, 2026; and

D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (v) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(v) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY2016-17, FY2017-18, FY2021-22, and FY 2022-23 are subject to lapse by June 30, 2026."

2. Attachment B-1 of the Existing FA is hereby replaced by Attachment B1-1, Attached.

3. Attachment C of the Existing FA is hereby amended by deleting the Construction Milestones and replacing it with the following:

FA Milestones	**Original Project Schedule**		**Revised Project Schedule**	
	Start Date	**End Date**	**Start Date**	**End Date**
SOLICITATION (BID/PROPOSAL)	Oct 2022	Aug 2023	Sept 2024	Dec 2024
EXCAVATION	Sept 2023	Oct 2023	Feb 2025	Dec 2025
CONCRETE	Oct 2023	Dec 2023	Feb 2025	Mar 2026
TRAFFIC CONTROL	Sept 2023	Jun 2024	Feb 2025	Mar 2026
MATERIALS	Sept 2023	Dec 2023	Jan 2025	Mar 2026
LANDSCAPE	Sept 2023	Jun 2024	Feb 2025	Mar 2026
CHANGE ORDERS	Apr 2023	Aug 2023	Feb 2025	Mar 2026
PROJECT CLOSEOUT	Jun 2024	Jun 2024	Apr 2025	Jun 2026
Total Project Duration (Months)	20		21	

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Fanny Pan Digitally signed by Fanny Pan Date: 2025.05.12 14:12:56 -07'00' Date: 05/12/2025

for Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Date: 3/3/25

Deputy

GRANTEE:

CITY OF CARSON

By: Date: 5/6/25

Lula Davis-Holmes
Mayor

APPROVED AS TO FORM:

By: Date: 5/6/2025

Sunny Soltani
City Attorney

ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR31241
Project Title: Main Street and Figueroa Street Traffic Signal Upgrades Project#: MR312.41
PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
RW Support									$0
Const. Support									$0
RW									$0
Construction				$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
Total MEASURE R	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
SUM PROG LACMTA FUNDS:	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
PROJECT FUNDING FY24-25 and FY25-26	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
SUMMARY OF ALL FUNDS									
RW Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
Const. Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
TOTAL MILESTONES	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
SUM PROG LACMTA FUNDS	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
TOTAL PROJECT FUNDING	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

DISCUSSION 24.

To: Honorable Mayor and City Council

From: Tomisha Haywood, Records Management Coordinator CCO Option 1

Subject: 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)

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council. (Exhibit 1)

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

At the July 1, 2025, City Council meeting, Mayor Davis-Holmes continued this item to a future meeting.

II. RECOMMENDATION

TAKE the following actions:

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 except Planning Commission and Environmental Commission;
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

III. ALTERNATIVES

N/A

IV. BACKGROUND

Every two years after the municipal election, most Commission and Board appointments expire. As unscheduled vacancies occur and/or members are frequently absent, it is best practice to consider new appointments.

Invitations to submit an appointment application for all interested person(s) were posted in accordance with the Maddy Act. Applications for individuals requesting appointments were previously provided under separate cover to the Mayor and City Council.

V. FISCAL IMPACT

Funds for member stipends are already budgeted for Fiscal Year 2025-2026.

VI. EXHIBITS

Local Appointments List

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Tomisha Haywood, Records Management Coordinator

Attachments

Exhibit 1 - August 5, 2025, Agenda Report.pdf

CITY OF CARSON
LOCAL APPOINTMENTS LIST FOR
COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California is eligible to serve on any of the below-named commissions, committees, or boards unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

*** The following appointed positions may receive compensation**
**** Mayor's uncontested**
Denotes vacated seat

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by:	Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.
Meetings:	1st Thursday, 8:00 a.m., Executive Conference Room
Staff Liaison:	John Raymond, Asst. City Mgr x1773;
Support Staff:	Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-26
Childers, Christopher (CH)		12-06-22	11-30-26
Embry, Darren (LDH)		04-04-23	11-30-26
Kelley, Blake (LDH)		04-04-23	11-30-26
Jimenez, Trini (AR)		12-06-22	11-30-26
Luevano, Jose (JH)		06-17-25	11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Wallace, Deborah (LDH)		04-04-23	11-30-26
Baddeley, Kevin (JD)		06-17-25	11-30-26
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-26
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[2] Environmental Commission*

Established by:	Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment
Meetings:	1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Reata Kulcsar, Innovation & Sustainability Officer x1312
Support Staff:	Jessica Coria, Division Secretary x1823; Evelyne Carmona, Senior Administrative Analyst x1636; Kristin Smith, Council Aide x1743

		Appointed	Term Expires
Vacant (JH)			11-30-26
Swayzer, Ezekiel (LDH)		12-03-24	11-30-26
Hopson, Lillian (LDH)**		12-03-24	11-30-26
Ford, Brittney (LDH)		05-21-25	11-30-26
Koons, William (JD)		12-03-24	11-30-26
Peralta, Maribel (AR)		01-07-25	11-30-26
Hunt, Joseph (LDH)		05-21-25	11-30-26
Taylor, Hourie (CH)		12-06-22	11-30-26
Watkins, Freeman (LDH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[3] Human Relations Commission*

Established by:	Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership:	9 members (7 general, 2 youth); 3 alternates
Qualification:	Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings:	3rd Wednesday, 6:30 p.m., City Manager Conference Room
Staff Liaison:	Robert Lennox, Asst. City Manager x1728
Support Staff:	Cac Le, Council Aide x1722

		Appointed	Term Expires
Junio, Teresita (LDH)		12-03-24	11-30-26
Calhoun, Jill (AR)		12-06-22	11-30-26
Davenport, Kimberley (JH)		04-04-23	11-30-26
Keely, Tina (JD)		12-03-24	11-30-26
Ramos, Jessica (LDH)		12-03-24	11-30-26
Reed, Cassandra (CH)		12-06-22	11-30-26
Russ, Harriett (LDH)**		12-03-24	11-30-26
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	12-03-24	11-30-26
Viernes, Irene (LDH)	Alt. 2	12-03-24	11-30-26
Thompson, Audra (LDH)	Alt. 3	06-17-25	11-30-26
Paxton, Cameron (LDH)	Youth	02-18-25	06-30-26
Vacant (LDH)	Youth		06-30-26

[4] Parks, Recreation and Cultural Arts Commission*

Established by:	Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Meetings:	Last Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Michael Whittiker Jr., Director of Community Services x3571
Support Staff:	Kimberly Madrigal, Administrative Secretary x3581

		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-26
Cortado, Kimberly (JH)		06-20-23	11-30-26
Dahilig Jr., Cesar (LDH)		12-03-24	11-30-26
Lawrence, Shannon (LDH)		12-03-24	11-30-26
Gonzalez, Walter (LDH)		12-03-24	11-30-26
Hilliard, Kisa (JD)		12-03-24	11-30-26
Hunter, Edwina (AR)		12-06-22	11-30-26
Langston, DeAnthony (LDH)		12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)**		04-01-25	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Brillantes, Rudolfo (LDH)	Alt. 3	12-03-24	11-30-26

[5] Planning Commission*

Established by:	Ordinance No. 13, §1 (CMC §2700); § 606 of the City Charter
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Monthly Meeting:	2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Christopher Palmer, Economic Development Mgr. x1365
Support Staff:	McKina Alexander, Acting Planning Mgr x1326; Laura Gonzalez, Planning Secretary x1328

		Appointed	Term Expires
Diaz, Louie (JD)		12-03-24	11-30-26
Docdocil, Frederick (LDH)**		12-03-24	11-30-26
Guerra, Carlos (LDH)		12-03-24	11-30-26
Vacant (AR)			11-30-26
Huff, Del (LDH)		12-03-24	11-30-26
Wilson, Leticia (LDH)		12-03-24	11-30-26
Mfume, DeQuita (LDH)		12-03-24	11-30-26
Johnson, Clarence (JH)		03-19-24	11-30-26
Thomas, Dianne (CH)		12-06-22	11-30-26
Montecarlo, Jaime (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[6] Public Relations Commission*

Established by:	Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership:	9 members; 3 alternates
Qualification:	Shall reside or be employed in the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison:	Danielle Hasley, Public Information Analyst x1606
Support Staff:	Christine Foisia, Senior Clerk x1740

		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Representative	12-03-24	11-30-26
Vacant (LDH)*	Community Representative		11-30-26
Stewart, Linda (LDH)	Community Representative	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Representative	12-03-24	11-30-26
Ross, Dorothy (JD)	Public Relations Specialist	12-03-24	11-30-26
Nunley, Madalyn (LDH)	Public Relations Specialist	12-03-24	11-30-26
Pitcher, Pamela (LDH)	Public Relations Specialist	12-03-24	11-30-26
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-26
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-26
Washington, Deborah (LDH)	Alt. 1	06-17-25	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Page, Brent (LDH)	Alt. 3	02-18-25	11-30-26

[7] Public Safety Commission*

Established by:	Ordinance No. 99-1160 § 1; Ordinance No. 01-1239 § 1 (CMC §27103.6); Ordinance No. 21-2104
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Priscilla Palma, Division Secretary x1787
Support Staff:	Vacant

		Appointed	Term Expires
Allen, Jeffrey (LDH)		12-03-24	11-30-26
Arnold, Keith (LDH)		12-03-24	11-30-26
Flinton, Lawrence (AR)		08-06-24	11-30-26
Dacus, Samuel (LDH)		12-03-24	11-30-26
Dorsey, Donnie (CH)		12-06-22	11-30-26
Lewis, Prentiss (JH)		04-04-23	11-30-26
Rivers, Angela (LDH)		12-03-24	11-30-26
Romero, Heidi (LDH)**		12-03-24	11-30-26
Cogut, Louis (JD)		12-03-24	11-30-26
Wilson, Michael (LDH)	Alt. 1	12-03-24	11-30-26
Brown, Randy (LDH)	Alt. 2	12-03-24	11-30-26
Fields, Brandon (LDH)	Alt. 3	06-17-25	11-30-26

[8] Public Works Commission*

Established by:	Ordinance No. 99-1181 § 2 (CMC § 2798.6)
Membership:	9 members; 3 alternates
Qualification:	Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff:	Taelour C. James, Division Secretary x1801

		Appointed	Term Expires
Vacant (AR)			11-30-26
Calhoun, James (JD)		12-03-24	11-30-26
Fe'esago, Uli (LDH)		12-03-24	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Howard, Kobii (LDH)		12-03-24	11-30-26
Benson, Melvin (CH)		07-18-23	11-30-26
Nweke, Chike (LDH)**		12-03-24	11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Todd Griffin, Kellie (JH)		01-07-25	11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[9] Senior Citizens Advisory Commission*

Established by:	Ordinance No. 97-1119, § 1 (CMC § 2799.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 50 years of age at the time of appointment.
Meetings:	2nd Monday, 4:00 p.m. (Community Center, Carson/Dominguez room)
Staff Liaison:	Mike Whittiker Jr., Dir. of Comm. Srvs. x1780; Dani Cook, Human Srvs. Supv. X04/04/2
Support Staff:	Brenda Reed, Senior Clerk x1775;

		Appointed	Term Expires
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Leverette, Ernestine (AR)		05-06-25	11-30-26
Dunn, Linda (LDH)		12-03-24	11-30-26
Bates, Billye (LDH)		12-03-24	11-30-26
Patterson, Patricia (LDH)		12-03-24	11-30-26
Ronquillo, Myrna (JD)		12-03-24	11-30-26
Ruiz-Raber, Julie (CH)		12-06-22	11-30-26
Seymore, Dr. Vergie (JH)		04-04-23	11-30-26
Simpson-Lott, Darlene (LDH)		12-03-24	11-30-26
Walker, Itelia (LDH)		12-03-24	11-30-26
Brown, LaRhonda (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Davis, Pauline (LDH)	Alt. 3	12-03-24	11-30-26

[10] Veterans Affairs Commission*

Established by:	Ordinance No. 99-1154, § 1 (CMC § 27102.6)
Membership:	11 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Monday, 6:00 p.m. (Veterans SportsComplex - Activity Room)
Staff Liaison:	Kisheen Tulloss, Council Aide x1711
Support Staff:	Mikala Multiauaopele, Division Secretary x3557

		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-26
Boyd, Robert (JD)		12-03-24	11-30-26
Branch, Jr., Roger (LDH)		12-03-24	11-30-26
Da Silva, Manuel (LDH)		12-03-24	11-30-26
Raber, Brian (CH)		12-06-22	11-30-26
Salomon, Emmanuel (LDH)		12-03-24	11-30-26
Mosequera, Nemie P. (LDH)**		12-03-24	11-30-26
Woods, Richard (LDH)		12-03-24	11-30-26
Woods, Thomas (LDH)		12-03-24	11-30-26
Seay, Al (LDH)		12-03-24	11-30-26
Wilvert, Karl (AR)		12-06-22	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[11] Women's Issues Commission*

Established by:	Ordinance No. 02-1246, § 1 (CMC § 27106.6)
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison:	Ravynne Staine, Council Aide x1733
Support Staff:	Vacant

		Appointed	Term Expires
Dela Cruz-Manio, Connie (LDH)		12-03-24	11-30-26
Fielder, Yolanda (LDH)		12-03-24	11-30-26
Fields-Robinson, Dr. Leandrea (LDH)**		12-03-24	11-30-26
Foster, Carolyn (LDH)		12-03-24	11-30-26
Koons, Fe (JD)		12-03-24	11-30-26
Odom Houze, Susan (JH)		04-04-23	11-30-26
Price, Dr. Greta (AR)		12-06-22	11-30-26
Williams, Maria (CH)		12-03-24	11-30-26
Tresvant, Sheila (LDH)		12-03-24	11-30-26
Graves, Keichun (LDH)	Alt. 1	12-03-24	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Johnson, Veronica (LDH)	Alt. 3	12-03-24	11-30-26

[12] Youth Commission*

Established by:	Ordinance No. 98-1132, § 1 (CMC § 27100.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings:	2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison:	Brian Legaspi, Council Aide x1721
Support Staff:	Vacant

		Appointed	Term Expires
Mitchell, Hannah (LDH)		06-06-24	06-30-25
Moore, Joshua (JH)		06-06-24	06-30-25
Redway, Khristopher (LDH)		06-06-24	06-30-25
Estrada, Juan (LDH)		06-06-24	06-30-25
Villasana, Andrea (JD)		12-03-24	06-30-25
Mitchell, Jazcidi (LDH)		12-03-24	06-30-25
Colson, Lewis (LDH)**		06-06-24	06-30-25
Smith, Zoey (CH)		06-06-24	06-30-25
Williams, Liv (LDH)		06-06-24	06-30-25
Homna, Kayla (AR)		01-07-25	06-30-26
Macias, Lea (LDH)		01-07-25	06-30-26
Vacant (LDH)	Alt. 1		06-30-26
Vacant (LDH)	Alt. 2		06-30-26
Vacant (LDH)	Alt. 3		06-30-26

II. BOARDS & COMMITTEES

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee

Established by:	Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 21-030
Membership:	5 members; 2 alternates
Qualification:	Resident of the City of Carson.
Meetings:	2nd Tuesday, 6:30p.m. (Community Center)
Staff Liaison:	William Jefferson, Director of Finance x1756
Support Staff:	Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (AR)		05-06-25	11-30-26
Hunter, Cynthia (LDH)		04-04-23	11-30-26
Momoli, Nora (JD)		12-03-24	11-30-26
Hemphill, Dr. Afia (JH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Bradley, Tina (LDH) Pending	Alt. 2	06-17-25	11-30-26

[14] Mobilehome Park Rental Review Board*

Established by:	Ordinance No. 79-485U. §4702: § 607 of the Citv Charter
Membership:	7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenants in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification:	See membership.
Meetings:	2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Tara Matthew, Interim Housing Program Manager x1708
Support Staff:	Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Vacant (JH)	At-large		11-30-26
Valdez, Daniel (JD)	At-large	12-03-24	11-30-26
Vacant (AR)	At-large		11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. [1]	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. [2]	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. [3]	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. [4]	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	Park owner	04-04-23	11-30-26
Forbath, Susy (LDH)	Park owner	04-04-23	11-30-26
Horton, Maria (LDH)	Park owner Alt. [1]	04-04-23	11-30-26
Kleege, Robert Bruce (LDH)	Park owner Alt. [2]	03-04-25	11-30-26
Gonzalez, Leonor (LDH)**	Resident homeowner	11-21-23	11-30-26
King, Tom (CH)	Resident homeowner	01-17-23	11-30-26
Davis, William (LDH)	Resident homeowner Alt. [1]	04-04-23	11-30-26
Richardson, Sheila (LDH)	Resident homeowner Alt. [2]	08-06-24	11-30-26

[15] Relocation Appeals Board

Established by:	Ordinance No. 74-313 (CMC § 21004)
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson.
Meetings:	Only when necessary
Staff Liaison:	Saied Naaseh, Director of Community Development x1770
Support Staff:	Sandy Solis, Economic Development Liaison x1325

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-26
Evans, Linda (LDH)		04-04-23	11-30-26
Tate, Dorothy (LDH)**		01-23-24	11-30-26
Guray, Jr., Tancredo "Jun" (JD)		12-03-24	11-30-26
Witherspoon, Murphy (LDH)		01-07-25	11-30-26
Anson, Jr., Oscar (LDH)		01-23-24	11-30-26
Vacant (CH)			11-30-26
[Vacant] (JH)			11-30-26
Vacant (AR)			11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Morrison, Chris (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee

Established by Minute Action 10-03-17; Amended by Resolution No. 19-029; Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Senior Planner x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-26
Councilmember Jim Dear (JD)		12-03-24	11-30-26
Brimmer, Charlotte (LDH)**		04-04-23	11-30-26
Dudley-Kimble, Monica (CH)		04-04-23	11-30-26
Gonzalez, Leonor (AR)		04-04-23	11-30-26
Hamilton, Dr. John (JH)		04-04-23	11-30-26
Sheriff Department Representative (LDH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-26
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-26

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA
Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	06-07-21	06-07-26
Vice Chair Cedric Hicks	06-07-21	06-07-26
Board Member Ray Aldridge, Jr.	01-26-21	01-26-26
Board Member Lillian Hopson	01-21-21	01-21-26
Board Member Dianne Thomas	01-21-21	01-21-26

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks/Refuse Ad Hoc Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Councilmember Rojas	12-03-24

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Pro Tempore Hicks, Sr.	06-01-21
Councilmember Dr. Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by Minute Order 02-16-21

	Appointed
Mayor Pro Tempore Hicks, Sr.	12-03-24
Councilmember Dr. Hilton	12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by Minute Order 01-26-21

	Appointed
Mayor Davis-Holmes	01-26-21
Councilmember Dr. Hilton	01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Mayor Pro Tempore Hicks, Sr.	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Councilmember Dr. Hilton	04-05-22

[25] Housing Ad Hoc Committee
Established by Minute Order 03-16-21

	Appointed
Councilmember Dr. Hilton	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[26] Diversity, Equity and Inclusion Ad Hoc Committee
Established by Minute Order 09-07-21

	Appointed
Councilmember Dr. Hilton	09-07-21
Councilmember Rojas	03-01-22

[27] Standard Management Procedures and Special Events Ad Hoc Committee
Established by Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Councilmember Dr. Hilton	01-04-22

[28] Cell 2 Settlement Ad Hoc Committee
Established by Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[29] School Safety Ad Hoc Committee
Established by Minute Order 02-15-22

	Appointed
Councilmember Dr. Hilton	12-03-24
Councilmember Rojas	12-03-24
Captain Jones Norman	12-03-24

[30] Carson Finance and Audit Committee
Established by Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23
Mayor Pro Tempore Hicks, Sr.	02-18-24

[31] Short-Term Rentals Ad Hoc Committee
Established by Minute Order 03-02-21
Established by Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Councilmember Dr. Hilton	10-03-23

[32] Special Event Ad Hoc Committee
Established by Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Councilmember Dr. Hilton	06-06-24

[33] LA '28 Olympics Ad Hoc Committee
Established by Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24

Councilmember Dr. Hilton	07-16-24

[34] Refinery Ad Hoc Committee
Established by Minute Order 12-03-24

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[35] Grocery Store Ad Hoc Committee
Established by Minute Order 06-18-24

		Appointed
Councilmember Dr. Hilton	Member	06-18-24
Mayor Pro Tempore Hicks, Sr.	Member	06-18-24

[36] Gil Smith Memorial Ad Hoc Committee
Established by Minute Order 01-07-25

	Appointed
Mayor Davis-Holmes	01-07-25
Councilmember Dr. Hilton	01-07-25

VI. CITY AFFILIATED ORGANIZATIONS

[37] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	12-03-24
Mayor Davis-Holmes	Alt.	12-03-24

[38] Clean Power Alliance
Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	11-15-22
Councilmember Rojas	Alt. 1	12-03-24
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[39] County of Los Angeles Public Library Commission

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24

[40] County Sanitation Districts of Los Angeles (Dist. No. 8)*
Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	12-03-24

[41] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*

The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety Code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21 (effective 01-03-22)	01-05-26

[42] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alt.	01-23-24

[43] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Councilmember Dr. Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[44] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dr. Hilton	Delegate	12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[45] National League of Cities

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Councilmember Rojas	Alt. 1	12-03-24
Councilmember Dr. Hilton	Alt. 2	12-03-24

[46] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Mayor Davis-Holmes	Alt.	12-03-24

[47] South Bay Workforce Investment Board

		Appointed	Term Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[48] Southern California Association of Governments (SCAG)

		Appointed
Councilmember Dr. Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[49] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Mayor Pro Tempore Hicks, Sr.	Alt. 2	01-26-21

[50] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alt.	01-26-21

Report to Honorable Mayor and City Council

Tuesday, August 5, 2025, 5:00 PM

ORDINANCE SECOND READING 25.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Business License Revenue

Subject: CONSIDER SECOND READING AND ADOPTION 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

On July 15, 2025, under No. 23 of the City Council Agenda, the City Council voted 3-0 to introduce Ordinance No. 25-2509. This item transmits a request for the City Council to conduct a Second Reading and adopt Ordinance No. 25-2509.

II. RECOMMENDATION

CONDUCT a Second Reading by title only and with reading waived, and ADOPT, Ordinance No. 25-2509, entitled "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".

III. ALTERNATIVES

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

IV. BACKGROUND

At the July 15, 2025, Council Meeting, the City of Carson introduced Ordinance 25-2509, amending 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.

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.pdf

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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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